

FRANCHISE DISCLOSURE DOCUMENT
HAND AND STONE FRANCHISE LLC
1210 Northbrook Drive, Suite 150
Trevose, Pennsylvania 19053
(215) 259-7540
www.handandstone.com



The franchise offered is for the operation of massage, facial, waxing, skincare, face and body contouring, and face and body sculpting services, and the sale of related retail products under the name Hand and Stone Massage and Facial Spa. We offer our services to the general public in a member and non-member program.

The total investment necessary to begin operation of a Hand and Stone Massage and Facial Spa franchised business is ~~\$603,195~~\$601,695 to ~~\$759,755~~\$760,254. This includes approximately ~~\$51,000 to~~ \$6870,000 that must be paid to the franchisor and/or its 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 the 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 or grant. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jennifer Durham at 1210 Northbrook Drive, Suite 150, Trevose, Pennsylvania 19053 and (215) 259-7540.

The terms of your contract will govern your franchise relationship. Do not 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 also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 12, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits E and F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's discretion. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only HAND AND STONE MASSAGE AND FACIAL SPA business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchise have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a HAND AND STONE MASSAGE AND FACIAL SPA franchisee?	Item 20 or Exhibits E and F list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

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

Special Risks to Consider About *This Franchise*

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

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

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.

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

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

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- Exhibit A – List of State Administrators/Agents for Service of Process
- Exhibit B – Table of Contents of the Operations Manual
- Exhibit C – Financial Statements
- Exhibit D – Franchise Agreement
 - Exhibit A – Approved Location; Protected Territory
 - Exhibit B – Nondisclosure and Non-Competition Agreement
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 - Exhibit D – Collateral Assignment and Assumption of Lease
 - Exhibit E – Acknowledgment of Telephone Number Ownership
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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, the words “we,” “our” and “us” refer to Hand and Stone Franchise LLC, the franchisor of this business. “You” and “your” refer to the person who buys the franchise.

Franchisor, Predecessor and Our Business Activities

We were originally incorporated in the State of New Jersey on April 6, 2005, as Hand and Stone Franchise Corp., for the sole purpose of offering HAND AND STONE MASSAGE AND FACIAL SPA franchises. Hand and Stone Franchise Corp. offered franchises from 2005 to June 2022. It also had previously offered a Regional Developer program. On June 22, 2022, following the Parent Merger (as defined below in this Item 1 under Our Parents, Subsidiaries and Affiliates), Hand and Stone Franchise Corp. merged with and into Hand and Stone Franchise LLC, a New Jersey limited liability company and a newly formed wholly-owned subsidiary of our parent HS Parent Inc., with Hand and Stone Franchise LLC being the surviving entity in the merger. As a result of this merger, Hand and Stone Franchise LLC became the franchisor, and Hand and Stone Franchise Corp. became its predecessor. Hand and Stone Franchise LLC has been offering franchises since June 2022. Our principal business address is 1210 Northbrook Drive, Trevese, Pennsylvania 19053. We do business under our corporate name and the names “HAND AND STONE”, “HAND AND STONE MASSAGE SPA”, and “HAND AND STONE MASSAGE AND FACIAL SPA”. We have not offered franchises in any other line of business.

We grant franchises to qualified persons in conjunction with the service mark “HAND AND STONE MASSAGE AND FACIAL SPA” and certain associated logos (collectively referred to as the “Marks”).* We refer to the “HAND AND STONE MASSAGE AND FACIAL SPA” you will operate as the “Franchised Business.”

HAND AND STONE MASSAGE AND FACIAL SPA offers professional massage, facial, waxing, skincare, face and body contouring, and face and body sculpting services and related retail products. A HAND AND STONE franchise requires approximately 2,200-3,200 square feet of space. They are located in strip malls and shopping centers. You must operate the Franchised Business in accordance with our standards, methods, procedures and specifications, which we refer to as our “System” and which is more particularly described in our Franchise Agreement attached as Exhibit D to this Disclosure Document. We are not engaged in any other line of business. We do not own or operate a business of the type being franchised; however, as of the issuance date of this Disclosure Document, we have wholly owned subsidiaries that operate fourteen (15) HAND AND STONE franchises, one (1) of which is located in New Jersey and thirteen (14) of which are located in Florida.

Our Parents, Subsidiaries and Affiliates

We are a direct, wholly-owned subsidiary of HS Parent Inc., a Delaware corporation. The name and principal business address of each of our direct or indirect parents that exercise control over the policies

* Capitalized terms not otherwise defined have the same meaning as in our Franchise Agreement attached as Exhibit D to this Disclosure Document.

and direction of the System are as follows:

Name of Company	Principal Business Address	Ownership or Control of Company
HP H&S Parent Holdings, LP	280 Park Avenue, Floor 26 West, New York, NY 10017	Controlled by investment funds affiliated with Harvest Partners LP
HP H&S Parent, Inc.	280 Park Avenue, Floor 26 West, New York, NY 10017	100% owned by HP H&S Parent Holdings, LP
HP H&S Purchaser, Inc.	280 Park Avenue, Floor 26 West, New York, NY 10017	100% owned by HP H&S Parent, Inc.
HS Spa Holdings Inc.	1210 Northbrook Drive, Trevose, Pennsylvania 19053	100% owned by HP H&S Purchaser, Inc.
HS Parent LLC	1210 Northbrook Drive, Trevose, Pennsylvania 19053	100% owned by HS Spa Holdings Inc.

On June 2, 2022, our indirect parent, HS Spa Holdings Inc. (“Holdings”), merged with HP H&S Merger Sub, Inc., a Delaware corporation, with Holdings being the surviving entity in the merger (“Parent Merger”). As a result of the Parent Merger, Holdings became a direct subsidiary of HP H&S Purchaser, Inc., a Delaware corporation.

We have the following five subsidiaries (collectively, the “Subsidiaries”) that provide services to the System or operate HAND AND STONE units:

- Our subsidiary HS Hamilton Spa, LLC (“HS Hamilton Spa”) was incorporated in New Jersey on September 5, 2014 with a principal business address at 630 Marketplace Blvd., Hamilton, New Jersey 08691. HS Hamilton Spa currently owns and operates a HAND AND STONE unit in Hamilton, New Jersey. HS Hamilton Spa does not currently offer or has not previously offered franchises in this or any other line of business.
- Our subsidiary H&S Spa Management LLC (“H&S Spa Management”) was incorporated in Pennsylvania on March 15, 2018 with a principal business address at 1210 Northbrook Drive, Trevose, Pennsylvania 19053. H&S Spa Management currently owns and operates HAND AND STONE units in New Jersey and Florida. H&S Spa Management does not currently offer or has not previously offered franchises in this or any other line of business.
- Our subsidiary HSM Advertising, Inc. is headquartered at 1210 Northbrook Drive, Trevose, Pennsylvania 19053 (“Advertising Agency”). Our Advertising Agency will prepare all advertising for use in the System, including grand opening advertising campaigns and local advertising materials, and our Advertising Agency will manage the Marketing Fund and Local Advertising Fees. Our Advertising Agency has never operated a business of the type being franchised, and our Advertising Agency has never offered franchises in this or any other line of business.
- Our subsidiary, HS Card Services, Inc. (“HS Card Services”), is a Pennsylvania corporation with an office at 1210 Northbrook Drive, Trevose, Pennsylvania 19053. HS Card Services processes gift card sales and manages reimbursement of redeemed gift cards sold through the national site and which are redeemed at Hand and Stone franchise. HS Card Services has never operated a business of the type being franchised, and has never offered franchises in this or any other line of business.

- Our subsidiary, HS Design, LLC ("HS Design"), is a Pennsylvania limited liability company formed in September 2017 with an office at 1210 Northbrook Drive, Trevoise, Pennsylvania 19053. HS Design provides architectural drawings and other design services as the in-house architectural/design company for our franchisees. HS Design has never operated a business of the type being franchised, and has never offered franchises in this or any other line of business.

Our affiliate H&S Massage Spa Canada Corporation ("H&S Massage Spa Canada Corporation") was incorporated in Province of British Columbia on October 9, 2019 with a principal business address at 1210 Northbrook Drive, Trevoise, Pennsylvania 19053.

Additionally, on April 28, 2021, the H&S Massage Spa Canada Corporation completed its acquisition of Massage Experts Franchising (2014) Limited ("MEFL"), a Canadian company that offered massage therapy franchises in Canada (the "**Acquisition**") from April 2013 to April 2021. Following the Acquisition, MEFL became a wholly-owned subsidiary of H&S Massage Spa Canada Corporation and shares the same directors and officers as H&S Massage Spa Canada Corporation. Following the Acquisition, MEFL assigned all existing Canadian franchise agreements and certain other assets used in operating the Massage Experts franchise system to an affiliate of the Master Franchisee, HS Massage Experts Corporation ("**HSMEC**"), an Ontario corporation incorporated on April 15, 2021, following which HSMEC became the new franchisor of the Massage Experts franchise system in Canada. HSMEC has the same principal address as H&S Massage Spa Canada Corporation and offers Massage Expert franchises pursuant to a separate disclosure document. As of the date of this disclosure document, there are 22 Massage Experts franchises in Canada currently in operation.

Our Franchise Program

We grant to persons who meet our qualifications and who are willing to undertake the investment and effort, franchises for the right to own and operate a HAND AND STONE MASSAGE AND FACIAL SPA franchise (the "Franchise") at a single location that we approve using the Marks, Copyrights and the System. Our current form of Franchise Agreement is attached as Exhibit D. The HAND AND STONE MASSAGE AND FACIAL SPA which involves spas offering massage, facial, waxing, skincare, face and body contouring, and face and body sculpting services and related retail products business (the "Business") you will own and operate under the Franchise Agreement is referred to as the or your "Business".

Regional Developers

Our predecessor Hand and Stone Franchise Corp. previously entered into agreements with individuals which serve as "Regional Developers" and assist us in providing certain ongoing services to franchisees located in certain states. Our current Regional Developers are listed in Exhibit G of this Disclosure Document. Hand and Stone Franchise Corp. ceased offering Regional Developer opportunities in 2009.

General Description of the Market and Competition

Our concept is targeted to the general public. As a franchisee, you will compete for consumers with a variety of other businesses, including those that only offer massage services, facial services, waxing, skincare, face and body contouring, and face and body sculpting services and those that offer spa services in general. Your competition may be local, independent businesses or may be part of a regional or national chain or franchise. Our business concept is not typically seasonal in nature. Demand for the services you

offer may be dependent on the local and national economic conditions and their effect on the public's discretionary spending.

Regulations

Many states have laws and regulations requiring the examination and certification of massage therapists and estheticians. Some states have laws and regulations that restrict the types of services and treatments massage therapists or estheticians can offer. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating a HAND AND STONE franchise and you should consider both their effect and cost of compliance. State, Local, or Federal laws require you to obtain various licenses and/or permits for the operation of your HAND AND STONE franchise. Each state may differ in licensing and permit requirements for the services you will offer. It is your sole responsibility to research the requirements that apply to your specific territory, and to operate your HAND AND STONE franchise in full compliance with all State, Local and/or Federal laws that apply to your business.

ITEM 2 **BUSINESS EXPERIENCE**

CEO and President: John Teza

Mr. Teza joined us in August 2020 as our President and Chief Development Officer. Mr. Teza has been CEO and President since August 2021. From August 2017 until July 2020, he served as a Principal for NRD Capital Management of Atlanta, Georgia. From May 2016 until July 2017, he served as Chief Development Officer of Corner Bakery Café of Dallas, Texas. From April 2011 until November 2015, he served as Chief Development Officer for Jersey Mike's Franchise System of Manasquan, New Jersey.

Chief Financial Officer: Chris Laws

Chris Laws is our Chief Financial Officer and Treasurer since March 2024. Prior to this, Chris served as the Chief Financial Officer of Amtech Software from May 2022 to February 2024. Chris also served as Chief Financial Officer and Chief Operating Officer of Veterinary Practice Partners from September 2018 to May 2022.

Chief Marketing Officer: Jack Bachinsky

Mr. Bachinsky joined us in January 2014 as Vice President of Advertising and Marketing and was promoted to Chief Marketing Office of Hand and Stone in January 2018.

Chief Technology Officer: Siddharth Desai

Mr. Desai has served as Chief Digital and Technology Officer since February 2023. Prior to this, he was the Senior Vice President of Technology Strategy and Digital Operations at Tropical Smoothie Cafe, LLC from December 2021 through February 2023. From June 2020 to December 2021, he served as the Vice President of Technology Strategy and Digital Operations. Prior to joining Tropical Smoothie Cafe, LLC, from August 2013 to June 2020, he was a Senior Vice President for Truist f/k/a Suntrust Bank in Atlanta, Georgia serving in various executive leadership positions within Technology, Procurement, and the Corporate Efficiency Office.

Chief Experience Officer: Cindy Meiskin

Ms. Meiskin has served as our Chief Experience Officer since August 2020. From October 2017 until July 2020, Ms. Meiskin served as our Vice President of Brand Experience. She previously served as our Vice President of Training from January 2016 until October 2017. From February 2012 until December 2015, she served as Hand and Stone’s Director of Training and then Executive Director of Training.

Chief Development Officer: Jennifer Durham

Mrs. Durham joined us in December 2022 as Chief Development Officer. She served as Chief Development Officer for Cooper’s Hawk Winery & Restaurants of Downers Grove, IL from April 2019 to December 2022 and Checkers Drive-In Restaurants of Tampa, FL from July 2001 to April 2019 prior to joining Hand & Stone.

Senior Vice President of Operations: Meghan Lally

Ms. Lally has been with Hand and Stone since 2010 in various Operations Support roles and was promoted on October 1, 2022, to Senior Vice President, Franchise Operations.

Senior Vice President of Real Estate: Kris Smith

Mr. Smith currently serves as our Senior Vice President of Real Estate and has been with Hand and Stone since May 2014.

Chief Brand Officer: Lisa Rossmann

Ms. Rossmann joined us in 2012, starting off in General Operations. From 2016 until 2021, she served as Director of Esthetics and then VP of Brand Experience. Currently as Chief Brand Officer, she leads the brand’s innovation effort and oversees the Service & Product Department.

Chairman of the Board: Todd Leff

Mr. Leff has been our chairman since August 2021. From July 2009 until August 2020, Mr. Leff also served as our President and CEO and then served as our CEO until August 2021. Mr. Leff is a licensed attorney in the Commonwealth of Pennsylvania.

**ITEM 3
LITIGATION**

Pending Matters

None

Prior Actions

Joseph Muti, et al. v. Hand and Stone Franchise Corp., American Arbitration Association, Case No. 01-17-0003-0067. On May 22, 2017, Joseph Muti, Cydney Muti and Egress 5, Inc. (collectively, “Claimants”) filed a Demand for Arbitration against Hand and Stone Franchise Corp. (“Hand and Stone”). Claimants, former franchisees, asserted claims of breach of contract, fraud, negligent misrepresentation, unjust enrichment, violation of the Federal Trade Commission Franchise Rule, violation of the New Jersey Consumer Fraud Act, violation of the New Jersey Franchise Practices Act, violation of the Illinois Franchise

Disclosure Act and Violation of the New Jersey Truth in Consumer Contract Warranty and Notice Act and are sought to rescind the franchise agreement and monetary damages. Claimants' claims stem from Mr. Muti's purchase of a Hand and Stone franchise and the franchise agreement between the parties. Hand and Stone filed an Answer to the Demand for Arbitration denying all claims and a Counterclaim for breach of contract. On April 6, 2018, the parties settled this matter whereby Hand and Stone agreed to purchase Claimants' Hand and Stone franchise for \$380,000. In addition, Hand and Stone agreed to assume certain debts related to the operation of Claimant's franchise in the amount of \$280,000. Claimants agreed to certain non-competition and non-solicitation agreements and the transfer of undeveloped territory to Hand and Stone.

Other than the above matters, no other litigation is required to be disclosed in this Item.

ITEM 4 **BANKRUPTCY**

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

ITEM 5 **INITIAL FEES**

Franchise Agreement

The initial franchise fee for your first HAND AND STONE MASSAGE AND FACIAL SPA franchise is \$49,500 and \$32,500 for each additional franchise. The initial franchise fee is paid in a lump sum when you sign the Franchise Agreement, and it is not refundable under any conditions. The Franchise Fee is payment, in part, for expenses incurred by us in furnishing assistance and services to you as stated in the Franchise Agreement and for costs incurred by us, including general sales and marketing expenses, training, legal, accounting and other professional fees. In 2023 the lowest franchise fee was \$0, which represented a conversion program for select franchise owners to convert to HAND AND STONE franchises.

We participate in the International Franchise Association's VetFran Program and provide a discounted Initial Franchise Fee for individuals honorably discharged from military service. Currently, we provide a 20% discount of the Initial Franchise Fee in connection with our participation in the VetFran program. This discount may be changed or discontinued at our discretion.

Initial Purchases

Before you open your HAND AND STONE franchise, you must purchase certain furniture, fixtures and equipment from us, which currently include decorative wall features and chairs. We estimate that these items will cost approximately \$8,000 and it is not refundable under any conditions. You must also pay us a Connectivity Fee of \$2,500 for which you will be connected to all Hand and Stone technology such as the Point-of-Sale System, website and online appointment setting platform. The Connectivity Fee is not refundable.

You must pay us the money to be spent on your grand opening advertising campaign. Our subsidiary, Advertising Agency, will conduct the grand opening advertising campaign on your behalf. The cost of the grand opening advertising campaign is \$10,000. This is not refundable.

There are no other payments to or purchases from us or our affiliates that you must make before your Franchised Business opens.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	5% of Gross Sales for the first 52 weeks of operation, then 6% of Gross Sales thereafter.	Weekly	See definition of Gross Sales. ¹ (Section 3.2) *
Renewal Fees	25% of Current Initial Franchise Fee	Before renewal	You must satisfy all renewal requirements; payable before renewal of the agreement (Section 4.2)
Marketing Fund Contribution	1% of Gross Sales	Weekly, with the Royalty Fee	The Marketing Fund is described in Item 11
Local Advertising Fee	4% of Gross Sales (with a minimum amount of \$400 per week).	Weekly, with the Royalty Fee	See Item 11. (Section 11.2)
Audit Expenses	All costs and expenses associated with audit.	Upon demand	Audit costs payable only if the audit shows an understatement in amounts due of at least 3%. (Section 12.6)
Late Fees	18% per year or the highest rate allowed by law, whichever is less.	Upon demand	Applies to all overdue Royalty Fees, Marketing Fund Contributions, Local Advertising Fees and other amounts due to us. (Section 3.7) Also applies to any understatement in amounts due revealed by an audit. (Section 12.6)
Insufficient Funds Fee	\$150	Upon Demand	If there are insufficient funds in your bank account to cover each payment to us, including any Royalty Fees, Marketing Fund Contributions, and/or Local Advertising Fees, you must pay us an Insufficient Funds Fee.
Approval of Products or Suppliers	All reasonable costs of evaluation, not to exceed \$500.	Time of evaluation	Applies to new suppliers you wish to purchase from or products you wish to purchase that we have not previously approved. (Section 13.1)

Type of Fee	Amount	Due Date	Remarks
Insurance Policies	Amount of unpaid premiums plus our reasonable expenses in obtaining the policies.	Upon demand	Payable only if you fail to maintain required insurance coverage and we obtain coverage for you. (Section 15.5)
Transfer Fee	50% of the initial franchise fee at the time of transfer.	At the time of transfer	Does not apply to an assignment to a Controlled Entity under Section 18.3 of the Franchise Agreement. (Section 18.2)
Onsite Transfer Training Fee	\$1,850 plus travel expenses for trainers, subject to change	At time of transfer	We will provide for new franchisees buying an existing spa onsite training of one (1) day of lead massage therapist training; one (1) day of lead esthetician training; and two (2) days of front desk training. To be paid by transferee. (Section 18.2)
System Modifications	All costs and expenses of modifications.	As required	If we decide to modify the System by requiring new equipment, fixtures, software, trademarks, etc., you must make the modifications at your expense. (Section 10.3)
Relocation Assistance	\$1,000-\$3,000.	Time of assistance	We will charge you for relocation assistance if you request it and we agree to provide it. (Section 5.6)
Architectural Fee	\$8,500 - \$10,400	Upon Demand	If you choose to use our in-house design company for your architectural drawings and other design services. (Section 5.3). If you used an approved architect, we must review their plans and will charge for the supervisory services. Our charge to review an architect's plans will not exceed \$1,500.

Type of Fee	Amount	Due Date	Remarks
Customer Service	All costs we incur in addressing any complaint raised by any of your customers.	Upon demand	You must reimburse us for any and all costs and expenses we incur in addressing any complaint raised by any of your customers, including, without limitation, the cost of any refund, gift card or other value provided to any such customer. if we determine it is necessary for us to provide service directly to your customers. (Section 3.9)
Ongoing Training Programs	You must pay your expenses as well as your employees' expenses in attending as well as any reasonable program fees. Refresher training will be approximately \$150 per day.	Time of program	Attendance will not be required more than two times per year and collectively will not exceed seven days in any year. You must pay travel costs and living expenses. We may charge a reasonable fee for these ongoing training programs. (Section 8.5)
Additional Training	Rates as published in the Manual; currently, \$350 per day and your expenses as well as your employees' expenses in attending.	Time of service	For new locations, we provide approximately two weeks of pre-opening training for you and three additional assistants, and provide your Therapists with an initial massage protocol training program lasting approximately two days. You pay for additional training if you request it. You are also responsible for travel and living costs. (Section 8.1)
Additional Operations Assistance	Rates as published in the Manual; currently, \$350 per day, plus our expenses.	Time of assistance	We provide approximately five days of assistance around the beginning of operations. You pay for additional assistance if you request it. (Section 8.2)
Customer Resolution Fees	Reasonable costs we incur for responding to a customer complaint, which varies	Upon Demand	Payable if a customer of your Business contacts us with a complaint and we provide a gift card, refund, or other value to the customer as part of our resolving the customers complaint.

Type of Fee	Amount	Due Date	Remarks
Indemnification	All costs including attorneys' fees.	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the Franchised Business. (Section 20.3)
Computer Software Maintenance and Support/Cyber Insurance Fee	\$658 Monthly Subscription and Support Fee, and \$35 per month for cyber insurance. All fees above are subject to change.	Upon demand	You must pay an ongoing monthly software subscription and support for the Zenoti POS and related software. You must pay for cyber insurance coverage we provide or secure your own policy. (Section 12.5)
Liquidated Damages	See note 2		
Post-Termination and Post-Expiration Expenses ³	Costs and expenses associated with ceasing operations and de-identifying yourself from the Store and our System	As incurred.	
Gift Card and Rewards Program and Membership Program	Will vary	Will vary	You must participate in our gift card program, Rewards Program and membership program. Gift cards are available for sale through our website and at all Hand and Stone Massage and Facial Spas in the System. Gift cards, Rewards Points and membership benefits may be redeemed at any Hand and Stone Massage and Facial Spa in the System, regardless of where they were purchased (Section 13.12)
Computer hardware and software upgrades.	The current annual cost is approximately \$1,000, subject to change.		You must update or upgrade the computer hardware and software as necessary.
Accounting Firm Fee	Then current fee, currently \$500-550 per month.	As incurred	See Note 4.

No other fees or payments are to be paid to us, nor do we impose or collect any other fees or payments for any other third party. All fees are nonrefundable.

NOTES:

1. “Gross Sales” means the aggregate of all revenue collected from the sale of products, gift cards, barter or exchange, complimentary services and services from all sources in connection with the Franchised Business whether for check, cash, credit or otherwise, including all proceeds from any business interruption insurance, but excluding tips received by massage therapists and estheticians, any sales and equivalent taxes that you collect and pay to any governmental taxing authority, and the value of any allowance issued or granted to any of your customers that you credit in full or partial satisfaction of the price of any products and services offered by the Franchised Business. (Section 1)

2. If we terminate your Franchise Agreement for cause, you must pay us within 15 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you were assessed during the 12 months of operation preceding the effective date of termination multiplied by (a) 36 (being the number of months in three full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower. (Section 17.7). The liquidated damages only cover our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our Marks, Confidential Information, reputation with the public and landlords and damages arising from a violation of any provision of the Franchise Agreement other than the Royalty Fee section. You agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of the Franchise Agreement other than the Royalty Fee provisions.

3. Upon termination, rescission, expiration, non-renewal, and/or transfer of the Franchise Agreement, you are responsible for the costs associated with de-identifying yourself and the Franchised Business from the Hand and Stone System. You must also comply with your post term covenants against competition discussed in Item 17.

4. To ensure that you have accurate financial records and reporting, during the first year of the term of the Franchise Agreement, upon request or until you demonstrate a proficiency in preparing and submitting to us correct financial statements and/or other requested financial data of the Franchised Business’ operations, we require you to use the services of one of our designated and preferred accounting firms (the “Accounting Firm”). The Accounting Firm will gather weekly transactional information from your Franchised Business and enter such information into its accounting software, reconcile monthly cash and credit card activity, produce monthly financial statements for the Franchised Business, perform bank reconciliations, calculate sales taxes and prepare K-1s. You are required to pay the Accounting Firm’s then current monthly fee (the “Accounting Fees”) and the Accounting Fees are subject to future increases. We can require you to use the Accounting Firm and pay the Accounting Fees at any time during the term in the event that you fail to provide us with accurate financial statements.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Franchise Fee ¹	\$26,000 - \$49,500	Cashier's Check	Upon Signing Franchise Agreement	Us
Deposits (Rent, Utilities) ^{2,3}	\$13,363 - \$20,000	As Arranged	Before Beginning Operations	Third Parties
Leasehold Improvements ⁴	\$361,797 - \$394,171	As Arranged	Before Beginning Operations	Third Parties
Furniture, Fixtures & Equipment ⁵	\$47,252 - \$63,095	As Arranged	Before Beginning Operations	Us and Third Parties
Computer/POS System ⁶	\$6,498 - \$19,932	As Arranged	Before Beginning Operations	Third Parties
Connectivity Fee ⁷	\$2,500	As Arranged	Upon Signing Franchise Agreement	Us
Insurance ⁸	\$1,500 - \$2,500	As Arranged	Before Beginning Operations	Third Parties
Office Equipment and Supplies ⁹	\$7,772 - \$20,467	As Arranged	Before Beginning Operations	Approved Suppliers
Camera/Music System ¹⁰	\$11,748 - \$17,742	As Arranged	Before Beginning Operations	Approved Suppliers
Initial Inventory ¹¹	\$12,250 - \$18,384	As Arranged	Before Beginning Operations	Approved Suppliers
Other Pre-Opening Expenses (Travel, Grand Opening) ^{12,14}	\$11,000 - \$18,300	As Arranged	Before Beginning Operations	Third Parties, Us
Signage ¹³	\$13,806 - \$23,349	As Arranged	Before Beginning Operations	Third Parties
Licenses, Permits and Architectural Fees ¹⁵	\$12,784 - \$15,164	As Arranged	Before Beginning Operations	Licensing Authority, and Third Parties or Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Legal & Accounting ¹⁶	\$3,425- \$5,150	As Arranged	Before Beginning Operations	Attorney, Accountant
Additional Funds ¹⁷ (9 months)	\$70,000 - \$90,000	As Arranged	As Necessary	You Determine
TOTAL INVESTMENT¹⁸	\$603,195 - \$759,755 <u>\$601,695 - \$760,254</u>			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable.

We do not finance any portion of your initial investment.

NOTES

1. Franchise Fee. The Franchise Fee is described in greater detail in ITEM 5 of this Disclosure Document.
2. Real Estate. This range provides estimated amounts for one month's security deposit plus one month's prepaid rent on a triple-net lease in your first year. You must lease or otherwise provide a suitable facility for the operation of the Franchised Business. Typically, a HAND AND STONE franchise will be located within a strip mall or shopping center and should be approximately 2,200-3,200 square feet. Lease costs will vary based upon the square footage leased, the cost per square foot, your geographic area and the required maintenance costs. We assume you will have to pay the first month's rent and a security deposit equal to one month's rent in advance. The amounts you pay are typically not refundable, but in certain circumstances the security deposit may be.
3. Utility Deposits. If you are a new customer of your local utilities, you will generally have to pay deposits in connection with services such as electric, telephone, gas and water. The amount of deposit will vary depending upon the policies of the local utilities.
4. Leasehold Improvements. The facility must be renovated according to our standards and specifications. The cost of the leasehold improvements will vary depending upon the size of the facility you lease, the location of the Franchised Business, local wage rates, whether union labor is required, and the cost of materials. Landlord may provide partial build-out allowance, and this estimate assumes a landlord contribution of between \$78,458 and \$182,449. Landlord contributions include tenant improvement allowances, free rent or any other capital allocation offset. You may or may not receive landlord contributions. This category includes non-movable millwork and retail tables. The estimates above are based upon most recently completed projects which include both union and non-union labor.
5. Furniture, Fixtures & Equipment. You must purchase (or lease) office and reception area furniture, massage tables, water feature, artwork and equipment necessary for providing the various services

offered by HAND AND STONE MASSAGE AND FACIAL SPAS. Although some of these items may be leased, the range shown represents an estimated purchase price.

6. Computer/POS System. You must purchase and install our specified point-of-sale system, which is described in detail in ITEM 11.
7. Connectivity Fee. You must pay an initial fee of \$2,500 for connection to the Hand and Stone Technology, which is described in detail in Item 11 and Section 12.5 of the Franchise Agreement.
8. Insurance. You must purchase the type and amount of insurance specified in Section 15 of the Franchise Agreement in addition to any other insurance that may be required by applicable law, any lender or your landlord. The initial payment shown above represents 25% of the estimated annual premium which is typically paid prior to opening.
9. Office Equipment and Supplies. You must purchase general office supplies including stationery and typical office equipment. Factors that may affect your cost of office equipment and supplies include local market conditions, competition among suppliers and other factors.
10. Camera and Music System. You must purchase and install a camera and music system. The cost of the system and its installation will vary based on competition among suppliers, local wage rates and other factors.
11. Initial Inventory. You must carry an inventory of bags, tissue paper and other packaging goods, plus products for retail sale, such as massage oils, candles, and facial products. The cost of these items may vary based on manufacturers' discounts and specials at the time of purchase and other factors.
12. Travel Expenses. The cost of initial training is included in the Franchise Fee, but you must pay transportation and expenses for meals and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose.
13. Signage. This range includes the cost of all signage used in the Franchised Business. The signage requirements and costs will vary based upon the size and location of the Franchised Business, local zoning requirements, landlord specifications and local wage rates for installation.
14. Grand Opening. You must spend a minimum of \$10,000 on Grand Opening Advertising. You must pay this money to us, and our Advertising Agency will conduct your Grand Opening Advertising campaign on your behalf. In addition, you are required to provide approximately \$2,500 in complimentary services during the Grand Opening event.
15. Licenses, Permits and Architectural Fees. Local government agencies typically charge fees for occupancy permits, operating licenses and sales tax licenses. You must use HS Design or an approved architect. If you used an approved architect, we must review their plans and will charge for the supervisory services. Our charge to review an architect's plans will not exceed \$1,500. Your actual costs may vary based on the requirements of local government agencies.
16. Legal & Accounting. You will need to employ an attorney, an accountant and other consultants of your choosing to assist you in reviewing the franchise agreement and in establishing your Franchised Business. These fees may vary from location to location depending upon the prevailing rates of local attorneys, accountants and consultants.

17. Additional Funds. We recommend that you have a minimum amount of working capital available to cover operating expenses, including employees' salaries, for the first 9 months that the Franchised Business is open. However, we cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high.
18. Total. In compiling this chart, we relied on our 19 years of franchising experience, including the most recently completed projects. The amounts shown are estimates only and may vary for many reasons including the size of the facility you lease, the capabilities of your management team, where you locate your Franchised Business and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the Franchised Business. The costs estimated in this Item 7 are not intended to be a forecast of the actual costs you or any particular franchisee will incur.

We do not offer, either directly or indirectly, financing to franchisees for any items.

ITEM 8 **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

Except as indicated below, you are not required to purchase or lease any goods, services, supplies, fixtures, equipment, inventory or real estate relating to the establishment or operation of the Franchised Business from us or our designees.

Specifications

You must remodel, furnish and equip the Franchised Business according to our standards and specifications in accordance with the Operations Manual. Many of the products, supplies and services needed in connection with establishing your Franchised Business, such as massage tables, river stones, heaters, fixtures, reception area furniture, paper goods and retail products inventory, computer hardware and software and signs, must meet our specifications for appearance, quality, performance and functionality. Additionally, some of the products, supplies and services needed in connection with the ongoing operation of your Franchised Business, such as paper goods and retail products inventory, gift cards, advertising materials, stationery, software licenses, point-of-sale system or computer services and business insurance, for example, must meet our specifications for appearance, quality, performance and functionality. We list the specifications for these items and services in the Manual or in other written or electronic communications provided to you. We formulate and modify our specifications for products, supplies and services based upon our and our Affiliate's industry knowledge and our Affiliate's experience in developing and operating as HAND AND STONE spas.

Approved Suppliers

The products, supplies and services discussed above may only be purchased from Approved Suppliers in accordance with the Manual. We will provide you with a list of these items and services and their Approved Suppliers, which may include or be limited to us or an Affiliate. Our list of Approved Suppliers is contained in our Manual and is subject to change occasionally. We are an Approved Supplier of certain items you must purchase, including water feature, lobby furniture, cabinetry and millwork, signage, attention buttons, and HS Design for architectural services, but we may approve alternate suppliers if appropriate.

Our subsidiary Advertising Agency is the only approved supplier for expending the Local Advertising Fee, however, franchisees may use other agencies for expanding advertising above the required Local Advertising Fee. Advertising Agency and HS Design are solely owned by us. The following officers have an ownership interest in us, and we are an approved supplier of certain items: Todd Leff, John Teza, Jack Bachinsky, Cindy Meiskin, Lisa Rossmann, Kris Smith, and Meghan Lally,. There are no other approved suppliers in which any of our officers owns an interest. HS Hamilton Spa is not an Approved Supplier of any item.

In the fiscal year ended December 31, 2023, we derived \$40,617,599 (or 34%) of our total gross revenues of \$119,178,493 from required franchisee purchases and leases. In the fiscal year ended December 31, 2023, Advertising Agency derived \$5,101,707 from commissions on the placement of the required Local Advertising Fees and additional voluntary local advertising contributions. Additionally, Advertising Agency earned commissions totaling \$510,171 from the placement of required Marketing Fund contributions.

If you want to use any item or service in establishing or operating the Franchised Business that we have not approved (for items or services that require supplier approval), you must first send us sufficient information, specifications or samples for us to determine whether the item or service complies with our standards and specifications or whether the supplier meets our Approved Supplier criteria. You must reimburse us for all of our reasonable expenses in connection with determining whether we will approve an item, service or supplier. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the items or services or if you may purchase from the supplier. Our approval process generally focuses on the supplier's dependability, general reputation and ability to provide sufficient quantity of product or services, and the products' or services' prices and quality.

Miscellaneous

For the products you purchase from us or our Affiliates, we or our Affiliate will include a reasonable markup in the price to compensate us for the time and effort involved in providing these products. We may also negotiate group rates, including price terms, for the purchase of equipment, inventory and supplies necessary for the operation of the Franchised Business. Presently, there are no purchasing or distribution cooperatives that you must join. We will receive rebates, discounts or other financial benefits from Approved Suppliers, or any other suppliers based on our franchisees' purchase of goods or services.

Rebates paid by Approved Suppliers range between 2% to 20% of sales to the System or are based on a flat amount per individual franchisee purchase. During the year ended December 31, 2023, we earned rebates totaling \$3,972,487 or 3.3% of our total revenues.

If you want to use any item or service in establishing or operating the Franchised Business that we have not approved (for items or services that require supplier approval), you must first send us sufficient information, specifications or samples for us to determine whether the item or service complies with our standards and specifications or whether the supplier meets our Approved Supplier criteria. You must reimburse us for all of our reasonable expenses in connection with determining whether we will approve an item, service or supplier. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the items or services or if you may purchase from the supplier. Our approval process generally focuses on the supplier's dependability, general reputation and ability to provide sufficient quantity of product or services, and the products' or services' prices and quality.

Our Advertising Agency may also earn rebates, commissions or other payments based on advertising activities, including from the Marketing Fund, local advertising and grand opening advertising.

If the Advertising Agency earns these rebates, commission or other payments, there is no restriction on our Advertising Agency regarding the use of those funds, and the Advertising Agency may keep these rebates, commissions or other payments as profit.

We estimate that approximately between 70% and 80% of your expenditures for purchases in establishing your Franchised Business will be for goods and services that must be purchased from either us or an Approved Supplier or in accordance with our standards and specifications. We estimate that approximately between 70% and 80% of your expenditures on an ongoing basis will be for goods and services that must be purchased from either us or an Approved Supplier, or in accordance with our standards and specifications.

We do not provide or withhold material benefits to you (such as renewal rights or the right to open additional HAND AND STONE spas) based on whether or not you purchase through the sources we designate or approve; however, purchases of unapproved products or from unapproved suppliers in violation of the Franchise Agreement will entitle us to terminate the Franchise Agreement.

Insurance

You must procure within sixty (60) days of the lease execution of an Approved Location identified on Exhibit A to the Franchise Agreement and maintain in full force and effect during its term, the types of insurance listed below. All policies (except any workers' compensation insurance) shall expressly name us as an additional insured, and all shall contain a waiver of all subrogation rights against us and our successors and assigns. No such insurance shall have a deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000.00). In addition to any other insurance that may be required by applicable law, or by lender or lessor, you shall procure:

(a) "all risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies, and other property used in the operation of the Franchised Business. Your property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

(b) workers' compensation insurance that complies with the statutory requirements of the state in which your Franchised Business is located and employer liability coverage with a minimum limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or, if higher, the statutory minimum limit as required by state law;

(c) comprehensive General Liability Insurance, Professional Liability Insurance, and Employment Practices Liability Insurance (EPLI) against claims for bodily and personal injury, discrimination, wrongful termination, professional misconduct, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Business, with a minimum liability coverage of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence or THREE MILLION DOLLARS (\$3,000,000.00) in the aggregate for Professional Liability and General Liability and a minimum liability coverage of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and in the aggregate for EPLI or, if higher, the statutory minimum limit required by state law and coverage for sexual abuse with a minimum sublimit of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) per occurrence or FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) in the aggregate;

(d) automobile liability insurance for any vehicles owned or hired by the Franchised Business, with a combined single limit of at least ONE MILLION DOLLARS (\$1,000,000.00) or, if higher, the statutory minimum limit required by state law;

(e) cyber insurance against claims for privacy and cyber security breaches against the Franchised Business with a minimum coverage of TWO MILLION DOLLARS (\$2,000,000.00); and

(f) such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 20.3 of the Franchise Agreement.

We have the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances. Such policies shall be written by an insurance company licensed in the state in which Franchisee operates and having at least an “A” Rating Classification as indicated in the latest issue of A.M. Best’s Key Rating Guide. As may be required in the Manual, we have the right to require Franchisee’s participation in any group insurance established or approved by us for Franchisees that meets any of the requirements. You must provide, annually, or more frequently if requested, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days’ prior written notice to us and shall reflect proof of payment of premiums. Should you not procure and maintain the above insurance coverage, we have the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to you, which charges, together with a reasonable fee for expenses incurred by us in connection with such procurement, shall be payable by you immediately upon notice.

ITEM 9
FRANCHISEE’S OBLIGATIONS

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

Obligation	Section in the Franchise Agreement	Item in the Disclosure Document
a. Site selection and acquisition of lease	Sections 2.2, 2.3, 5.1, 5.2, and Exhibit A	Items 11 and 12
b. Pre-opening Purchases/leases	Sections 5, 13 and 15	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 5.4 and 8	Items 7, 8 and 11
d. Initial and ongoing training	Section 8	Items 6, 7 and 11
e. Opening	Sections 5, 8, and 11	Item 11
f. Fees	Section 3	Items 5, 6 and 7
g. Compliance with standards & policies/Operating Manual.	Sections 5, 6, 9, 10, and 13	Items 8 and 16
h. Trademarks and Proprietary information	Sections 6, 7, and 9	Items 13 and 14
i. Restrictions on sources of product and services	Sections 5, 6, 9 and 13	Items 8 and 16

	Obligation	Section in the Franchise Agreement	Item in the Disclosure Document
j.	Warranty and customer service requirements	Section 13	Item 16
k.	Territorial development	None	Item 12
l.	Ongoing product/service purchases	Section 13	Items 8 and 11
m.	Maintenance, appearance & remodeling requirements	Sections 5, 10 and 13.3	Item 6
n.	Insurance	Section 15	Items 6, 7 and 8
o.	Advertising	Section 11	Items 6 and 11
p.	Indemnification	Section 20.3 and 20.5	Item 6
q.	Owner's participation/ management/ staffing	Section 13	Item 15
r.	Records/reports	Section 12	Item 11
s.	Inspections/audits	Sections 6.6 and 12.6	Item 6, 11 and 13
t.	Transfer	Section 18	Item 17
u.	Renewal	Section 4.2	Item 17
v.	Post-termination obligations	Section 17	Item 17
w.	Non-competition	Sections 7.3, 7.4 and 17	Item 17
x.	Dispute resolution	Section 22	Item 17
y.	Liquidated damages	Section 17.7	Item 6

ITEM 10
FINANCING

We do not offer direct or indirect financing, nor do we guaranty your notes, leases or other obligations.

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

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

A. Before the Franchised Business Opens

Before you open your Franchised Business, we or a Regional Developer (if one exists for your area) will

1. designate your Protected Territory, as further described in ITEM 12. (Section 2.52.)
2. if we have not already approved a site that you have selected before signing the Franchise Agreement, provide you with our criteria for site selection and approve the site you have selected for the location of the Franchised Business. (Sections 2.5 and 5.1)

We make no representations that your Franchised Business will be profitable or successful by being located at the approved location. Any approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience.

3. review and approve your lease or purchase agreement for the site for the Approved Location. (Sections 5.1 and 5.2). Our review of your lease or purchase agreement and any advice or recommendations we may offer is not a representation or guarantee by us that we may offer is not a representation or guarantee by us that you will succeed at the leased or purchased premises. We require that you have your own counsel review your lease prior to signing.

4. provide you with standard plans and specifications for the build-out of the Franchised Business along with a list of required supplies, equipment, and improvements which you must purchase and install. (Section 5.3)

5. provide you with an initial training program lasting approximately two weeks and provide you and your Therapists with an initial massage protocol-training. (Section 8.1)

6. provide to you on-site assistance and guidance for approximately five days to assist you with the opening of the Franchised Business. (Section 8.2)

7. provide to you, on loan, one copy of the HAND AND STONE MASSAGE AND FACIAL SPA Operations Manual, or grant you access to an electronic copy of the Manual. The Table of Contents of the Operations Manual, along with number of pages devoted to each section, is included as Exhibit B to this Disclosure Document. The Operations Manual is a total of 302 pages. (Section 9.1)

8. Have our Advertising Agency plan your Grand Opening Advertising campaign, at your cost. (Section 11)

B. Other Assistance During the Operation of The Franchised Business

After the opening of the Franchised Business, we or a Regional Developer (if there is one for your area) will.

1. periodically advise you and offer you general guidance by telephone, e-mail, facsimile, newsletters and other methods. Our guidance is based on our industry experience and our Affiliate's experience in operating HAND AND STONE spas. The advice and guidance may consist of knowledge and experience relating to the authorized services or products, as well as operational methods, accounting procedures, and marketing and sales strategies. (Section 14.12)

2. at our discretion, periodically visit the Franchised Business to advise, assist and guide you in various aspects of the operation and management of the Franchised Business. We may prepare written reports outlining any suggested changes or improvements in the operations of the Franchised Business and detail any deficiencies that become evident as a result of any visit. If we prepare a report, you may request a copy from us. (Section 14.23)

3. make available to you operations assistance and ongoing training as we deem necessary. (Sections 8.2 and 8.5)

4. make available to you changes and additions to the System as generally made available to all franchisees. (Section 14.3)

5. periodically provide formats for advertising and promotional materials including ad-slicks, brochures, fliers and other materials for you to produce and use. (Section 14.4)

6. have our Advertising Agency conduct your Grand Opening Advertising campaign and approve the forms of advertising materials you will use for Local Advertising. (Section 11)

7. provide you with modifications to the Manual as they are made available to franchisees. (Section 9.2)

C. Advertising and Promotion

1. All advertising and promotion are conducted by our Advertising Agency. Each week, you must pay to us 4% of your Gross Sales (with a minimum payment of \$400.00 weekly) (the “Local Advertising Fee”), which is payable at the same time and in the same manner as the Royalty Fee, which our Advertising Agency will use for advertising, promotions and public relations in the Designated Market Area (“DMA”) as determined by Nielsen Media Research in which your Franchised Business is located. Each quarter, upon written request, our Advertising Agency will give you an accounting of the last quarter’s advertising activities from your local advertising payments. (Section 11.2). You must also prominently display franchise brochures that we provide, at our cost, in your location to solicit prospective franchisees. All decisions regarding the selection of the particular media and the advertising content, whether paid for through the Local Advertising Fee or paid for by you directly, shall be within the sole discretion of Franchisor and the Advertising Agency and subject to our approval.

2. We maintain a System-wide Marketing Fund, and you must contribute 1% of your Gross Sales to the Marketing Fund, which is payable at the same time and in the same manner as the Royalty Fee. (Section 11.3). Our Advertising Agency will administer the Marketing Fund as follows:

a) We will control the creative concepts and the materials and media to be used, and our Advertising Agency will determine the placement and allocation of advertisements. Our Advertising Agency may use print, television, radio, Internet or other media for advertisements and promotions. Our Advertising Agency does not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the Marketing Fund.

b) Our Advertising Agency may use your contributions to meet any cost of, or reimburse itself for its cost of, researching, producing, maintaining, administering and directing consumer or recruiting advertising (including the cost of preparing and conducting television, radio, Internet, magazine, direct mail and newspaper advertising campaigns and other public relations and social media and reputation management activities; developing and/or hosting an Internet web page of similar activities; employing advertising agencies or its own personnel to assist; providing promotional brochures; conducting market research; and providing other marketing materials to franchisees). Our Advertising Agency reserves the right to use an outside ad agency or public relations firm. We have no franchisee advertising council. We will not use the Marketing Fund or Local Advertising Fees for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the Marketing Fund. Our Advertising Agency will not use Marketing Fund Contributions for the direct solicitation of franchise sales but reserves the right to include a notation in any advertisement indicating “Franchises Available.” In the fiscal year ended December 31, 2023, the National Fund contributions were expended as follows: Production 2.4%; Media Placement 67.4%; Internet and Communications 7.9%; Administrative Expenses 1.8 %; Consumer Research 12.8%; Public Relations and Social Media 7.7%.

c) Our Advertising Agency expects to use all contributions in the fiscal year they are made. It will use any interest or other earnings of the Marketing Fund before using current contributions. We intend for the Marketing Fund to be perpetual, but we and our Advertising Agency have the right to terminate it if necessary. The Marketing Fund will not be terminated until all contributions and earnings have been used for advertising and promotional purposes or have been returned to our franchisees on a *pro rata* basis.

d) All HAND AND STONE spas owned by our Affiliates or us will make similar contributions to the Marketing Fund as required of franchisees.

e) An accounting of the Marketing Fund will be prepared each year and will be provided to you if you request it. The annual accounting may be audited by an independent certified public accountant at the expense of the Marketing Fund.

f) The Marketing Fund is not a trust and neither we nor our Advertising Agency assume any fiduciary duty in administering the Marketing Fund.

g) Our Advertising Agency may from time to time, in its sole discretion, contract for advertising at your Franchised Business in excess of the Local Advertising Fees that have been charged under your Franchise Agreement as of a given date. Should your Franchise Agreement terminate for any reason as of a date when you have an excess commitment of advertising monies, you shall be liable to us for the full amount of the over expenditure.

h) There are currently no local or regional cooperatives in existence, and you are not required to join or participate in any local or regional cooperatives.

3. You must pay \$10,000 to us for Grand Opening Advertising to promote the opening of your Franchised Business. Our Advertising Agency will conduct the Grand Opening Advertising Campaign on your behalf, including print or news media or direct mail advertising, or other solicitation and promotional efforts. (Section 11.1). In addition, you are currently required to provide approximately \$2,000 in complimentary services during the Grand Opening event.

4. All telephone numbers you use in your Franchised Business will be owned by us. We will be listed as the owner of the numbers, and you will be listed as the billing party. You must sign any documents we require acknowledging our ownership of the telephone numbers, and upon expiration or termination of your Franchise Agreement, the telephone numbers will remain our property.

D. Computer/Point-of- Sale (POS) System

Computer/Point-of- Sale (POS) System

You shall purchase, install and use computers, mobile devices, internet accessibility equipment, network componentry, a franchise relationship management system and a point-of-sale system consisting of hardware and software in accordance with our specifications and shall upgrade such systems in accordance with our requirements in order to use the System (hereinafter “Hand and Stone Technology”).

The point-of-sale computer hardware and software programs and point of sale equipment that you must purchase costs approximately \$6,498 - \$19,932 (Section 12.5)

Our current minimum hardware purchase requirement includes:

- 4 desktop workstations (Station 1, Station 2, Breakroom, Office), having 32 Memory, Windows 10 Professional 64-bit, 22 in. LCD Flat Panel Monitor with 3-yr Limited Warranty 3-yr 7x24 Support with Next Business Day On-site Warranty. 4 iPad (8th generation) tablets with 10.2” display, 32GB memory
 - 2 Non intelligent cash drawers
 - 2 Barcode Scanners
 - 2 TSP 100 Thermal Receipt Printers

Your software purchase requirement includes 1 Microsoft Office License for the Office computer, and CrowdStrike 1-year subscription for the workstations. You must also sign up for an account with Worldpay/Vantiv Payment Services or an account with Zenoti Payments for credit card and membership billing. Credit card readers are purchased directly through our payment processors.

The above specifications are subject to change without prior notice. You must take all steps, including but not limited to those related to visibility and management of your Franchised Business, that are necessary to ensure that your Franchised Business is compliant with all Payment Card Industry Data Security Standards (PCI DSS) requirements, as such standards may be revised and modified by the PCI Security Standards Council (see www.pcisecuritystandards.org).

You must pay us an initial fee of Two thousand five hundred dollars (\$2,500.00) for connection to the Hand and Stone Technology (hereinafter “Connectivity Fee”). The Connectivity Fee shall be paid at the time of the Initial Franchise Fee. We shall establish accounts and connectivity for you to the handandstone.com website, on-site connectivity of computer equipment to the System, connectivity to Hand and Stone online training programs, and connectivity to Hand and Stone consumer feedback platforms.

You must execute the sublicense agreement attached to the Franchise Agreement as Exhibit “J”, and purchase a subscription for the Zenoti POS and related software and support from us. The estimated cost of the Zenoti subscription and support services is approximately \$616 per month plus \$35 per month for cyber insurance, which is subject to change. We will provide the support in conjunction with Zenoti.

You must update or upgrade the computer hardware and software as necessary. The current annual cost is approximately \$1,000. You must use any hardware or software that we designate or develop. We have the right to independently access all information you collect or compile at any time without first notifying you. There are no limits on our direct access to your computer systems or data. (Section 12.5)

In addition to the fees set forth above, we reserve the right to require that you pay us or our designated (s) a fee (which may be collected monthly, quarterly, or annually) associated with maintaining any required computer hardware and software and any other present or future technology used now or in the future in the operation of Franchised Business, and such payment shall be made in the manner we or the designated vendor(s) prescribed, as applicable. (Section 12.5) We reserve the right to change the manner, scope, or manner of payment of the fee described in this Section, at any time upon providing reasonable notice to you, as changes are made to the System’s hardware, software and other computer requirements or as required by the third-party service provider(s) or by any regulatory agency.

E. Methods Used to Select the Location of the Franchised Business

If you have a potential site for the Franchised Business, you may propose the location for our consideration. Within 30 days, we may consent to the site after we have evaluated it. If you do not have a

proposed site when you sign the Franchise Agreement, then you must find one within the Designated Area. The Designated Area is delineated for the sole purpose of site selection. You must obtain our written approval of the Franchised Business's proposed site before you sign any lease, sublease or other document for the site. We will use reasonable efforts to help analyze your market area, to help determine site feasibility, and to assist in designating the location, although we will not conduct site selection activities for you. You must locate an approved site for the Franchised Business within the Designated Area within 180 days after the Effective Date of the Franchise Agreement (the "Site Selection Period"). If you fail to secure an acceptable site for the Franchised Business before the expiration of the Site Selection Period, we may terminate your Franchise Agreement. (Sections 2.3 and 5.1)

The general site selection and evaluation criteria which we consider in approving your site includes the condition of the premises, demographics and population density of the surrounding area, proximity to other HAND AND STONE spas and other competitive businesses, traffic patterns, neighborhood characteristics, lease requirements, visibility, ease of access, available parking and other physical characteristics. We will provide you with written notice of our approval or disapproval of any proposed site within a reasonable time after receiving all requested information. You may not relocate the Franchised Business without our consent.

F. Typical Length of Time Before Operation

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of a HAND AND STONE franchise is twelve months. You must open your Franchised Business and be operational not later than twelve months after signing the Franchise Agreement. In the event you fail to do so, we may terminate your Franchise Agreement. Factors that may affect your beginning operations include ability to secure permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures. (Section 5.4). While reserving our right to terminate, if the Franchised Business is not opened and operating within twelve (12) months after the Effective Date, your rights to establish the Franchised Business at the Approved Location, as well as your rights and interests in your Protected Territory, as outlined on Exhibit A of the Franchise Agreement, shall automatically expire and be null and void without any further notice to you. Thereafter, we may establish, own or operate, or grant rights to or license any other person to establish, own or operate, any other HAND AND STONE MASSAGE AND FACIAL SPA anywhere within your Protected Territory. You will then need to come to an agreement with us as to where to locate your Franchised Business.

G. Training

We will conduct an initial training program that you and the Designated Manager must attend and complete to our satisfaction prior to opening. Although initial training is mandatory for the Designated Manager, it is also available for up to three additional assistants. Training will take place at our headquarters, or at another location we designate. We reserve the right to substitute any in-person training for virtual training at our discretion.

The initial training program is approximately two weeks long and covers the business and administrative aspects of the operation of a HAND AND STONE franchise including sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques, record keeping and reporting procedures, other operational issues and on-the-job training.

For new locations, we will also make an initial massage protocol training program available to you and your therapists, including your Lead Therapist. The Lead Therapist must complete to our satisfaction. The initial massage protocol training program is approximately two days long and includes classroom instruction pertaining to all massage protocols and training techniques.

If you replace your Designated Manager or Lead Therapist, your new Designated Manager or Lead Therapist must attend our training program. Although we do not charge for initial training, you may be charged fees, currently \$500 per day, for additional training of a new Designated Manager or Lead Therapist. You must train your own employees and other management personnel. (Section 8)

The instructional materials we use in our initial training program include our Operations Manual, Supplemental Materials, and other information that we believe is beneficial to our franchisees in the initial training program. Our initial training program consists of:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
In Spa Customer Service and Software Training	-	15	In an operating spa or Trevose, Pennsylvania
Welcome/Business Philosophy	2	-	Trevose, Pennsylvania
Pre-Opening	2.5	-	Trevose, Pennsylvania
Administrative/ Human Resources	3	-	Trevose, Pennsylvania
Hiring and Staffing	2	-	Trevose, Pennsylvania
Management	2	-	Trevose, Pennsylvania
Daily Operations	3	-	Trevose, Pennsylvania
Software	4.5	-	Trevose, Pennsylvania
Front Desk Introduction and Customer Service	2	-	Trevose, Pennsylvania
Membership Program	3	-	Trevose, Pennsylvania
Sales	3	-	Trevose, Pennsylvania
Marketing	2	-	Trevose, Pennsylvania
Massage Therapist Interview Process	2	-	Trevose, Pennsylvania
Equipment and Supplies	2	-	Trevose, Pennsylvania
System Protocols	20	-	Trevose, Pennsylvania
On-Site Massage Therapist Training	-	15	Your Location
On-Site Sales Training	-	15	Your Location
On-Site Operational Training	-	40	Your Location
Risk Management and Inappropriate Behavior	2	-	Trevose, Pennsylvania
Facial Program in and Out of the Treatment Room	2	-	Trevose, Pennsylvania
TOTALS	57	85	

Our instructors and their years of experience within the industry and with the System are listed

below. Our trainers may utilize other employees to assist them with all aspects of training.

Instructor	Years of Experience in the Industry	Years of Experience with Us
John Teza	27	4
Cindy Meiskin	23	12
Jennifer Durham	18	2
Jack Bachinsky	10	10
Nathan Nordstrom	23	6
Lisa Rossmann	15	12
Meghan Lally	17	17
Ronel Smack	15	9
John Gorman	2	2

If circumstances require, a substitute trainer may provide training. A substitute trainer will have a minimum of one-year experience in the massage industry. We also reserve the right to name additional trainers periodically. There are no limits on our right to assign a substitute to provide training.

Periodically we may require that previously trained and experienced franchisees, their managers, and/or employees attend refresher-training programs. Attendance at these programs will be at your sole expense; however, we will not require you to attend more than two of these programs in any calendar year and these programs will not collectively exceed seven days during any calendar year. (Section 8.5)

ITEM 12 **TERRITORY**

You must operate your Franchise at a location that we approve (the “Approved Location”) and you may not relocate without our written approval. We may allow you to relocate if the lease for the Approved Location expires or terminates without the fault of you, or if the Franchised Business’s premises are destroyed, condemned or otherwise rendered unusable, or for other reasons as we may agree upon with you in writing. Any such relocation shall be at your sole expense, and shall proceed in accordance with the site selection, lease, development and opening requirements as set forth in Sections 5.1 through 5.4 of the Franchise Agreement. We have no obligation to provide relocation assistance.

We will grant you a Protected Territory. Your Protected Territory will surround your Franchised Business and be an eight-minute drive time around your specific location. However, in highly dense areas such as “downtown” areas and cities, the Protected Territory will be less than an eight-minute drive time.

We may also redefine or reduce the boundaries of your Protected Territory based on the following changes, which may include but not be limited to; demographics, population, demand for services, travel times and economic conditions. (Section 2.5). We have the right to offer HAND AND STONE franchises to others in the newly defined Protected Territory that does not encompass your Approved Location, provided, however you will be granted a first right of refusal to establish an additional franchise in the newly defined Protected Territory. You must be in full compliance and meet all requirements for new franchisees, including financial resources and human resources to manage an additional HAND AND STONE franchise. You will have 30 days after receiving notice of our intent to divide the newly defined Protected Territory and you must execute a new franchise agreement and pay the corresponding franchise fee within sixty (60) days thereafter.

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

If you are in full compliance with the Franchise Agreement during its term, we will not establish, or license others to establish, a HAND AND STONE MASSAGE AND FACIAL SPA franchise within the Protected Territory.

You may not advertise on the Internet without our prior written consent. You are strictly prohibited from promoting your Franchised Business or using the Proprietary Marks without our prior written approval in any manner on the Internet, including social and networking websites such as Facebook, LinkedIn, Instagram, Pinterest, X, Groupon, TikTok, and/or YouTube.

You may sell our proprietary products and related merchandise to retail customers and prospective retail customers who live anywhere but who choose to shop in your Franchise. You may not engage in any promotional activities or sell our proprietary products or similar products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system (collectively, the “Electronic Media”); through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. You may not place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located outside of your Protected Territory, without our permission. You have no options, rights of first refusal, or similar rights to acquire additional franchises. You may not sell our proprietary products to any business or other customer for resale.

We and our affiliates may sell products under the Proprietary Marks within and outside your Protected Territory through any method of distribution other than a dedicated HAND AND STONE franchise, including sales through the channels of distribution as the Internet, catalog sales, telemarketing or other direct marketing sales (together, “alternative distribution channels”). You may not use alternative distribution channels to make sales outside or inside your Protected Territory except as described in the following paragraph and you will not receive any compensation for our sales through alternative distribution channels except as described in the following paragraph.

If we engage in electronic commerce through any Internet, World Wide Web or other computer network site or sell through any other alternative distribution channel, and we receive orders for any proprietary products or other products (but not services) offered by a HAND AND STONE franchise calling for delivery in your Protected Territory, then we will offer the order to you at the price we establish. If you choose not to fulfill the order or are unable to do so, then we, one of our affiliates or a third party we designate (including another franchisee) may fulfill the order, and you will not be entitled to any compensation in connection with this.

We have not yet established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do anywhere and at any time.

Except for the Spas operated by our affiliate, neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned Stores which sell our proprietary products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent.

While reserving our right to terminate the Franchise Agreement, if the Franchised Business is not opened and operating within twelve (12) months after the Effective Date, your rights to establish the Franchised Business at the Approved Location, as well as your rights and interests in your Protected Territory, as outlined on Exhibit A of the Franchise Agreement, shall automatically expire and be null and void without any further notice to you. Thereafter, we may establish, own or operate, or grant rights to or license any other person to establish, own or operate, any other HAND AND STONE MASSAGE AND FACIAL SPA anywhere within your Protected Territory. You will then need to come to an agreement with us as to where to locate your Franchised Business.

Except as stated above, there are no minimum sales, market penetration or other contingency that you must meet to maintain your rights to the Protected Territory.

Rights We Retain: Nevertheless, we retain the right, on behalf of ourselves or through affiliates, in our discretion, and without granting any rights to you, to:

- (a) establish, own or operate, by ourselves or through affiliates, and license others to establish, own or operate, HAND AND STONE franchises outside of the Protected Territory;
- (b) establish, own or operate, and license others to establish, own or operate, other businesses under other systems using other trademarks whether located or operating inside or outside of the Protected Territory;
- (c) provide the services and sell any products authorized for HAND AND STONE franchises, whether now existing or developed in the future, using the Marks or other trademarks and commercial symbols through alternate channels of distribution, such as joint marketing with partner companies and Internet and catalog sales; provided, however, that no such services or products shall be sold by us or our Affiliates to any Competitive Business within the Protected Territory. You acknowledge that this Agreement grants you no rights: (i) to distribute such products or services as described in this Section; or (ii) to share in any of the proceeds received by any such party therefrom;
- (d) establish, own or operate, and license others to establish, own or operate, HAND AND STONE franchises in captive locations, including those locations within or outside of the Protected Territory, including college campuses, airports, or train stations;
- (e) engage in any activities not expressly forbidden by the Franchise Agreement; and
- (f) communicate directly with any of your customers for the purpose of monitoring your performance and compliance with the terms of the Franchise Agreement.

ITEM 13 **TRADEMARKS**

We grant our franchisees the right to operate HAND AND STONE franchises under the names “HAND AND STONE MASSAGE SPA” and “HAND AND STONE MASSAGE AND FACIAL SPA” which is the principal Mark used to identify our System of operation. You may also use any other current or future Mark to operate your Franchised Business that we designate in writing, including the logo on the front of this Disclosure Document and the trademarks listed below. By “Marks” we mean the trade names, trademarks, service marks and logos used to identify HAND AND STONE MASSAGE AND FACIAL SPAS.

As of the date of this Disclosure Document, we have registrations on the Principal Register and Supplemental Register of the U.S. Patent and Trademark Office (“PTO”) for the following Marks:

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
HAND AND STONE ® (standard character mark)	3,101,296	June 6, 2006	Principal
HAND AND STONE MASSAGE SPA ® (standard character mark)	3,137,338	August 29, 2006	Supplemental
Hand and Stone Massage and Facial Spa®	3,684,708	September 15, 2009	Supplemental
Hand and Stone Massage and Facial Spa®	4,880,654	January 5, 2016	Principal
	4,907,601	March 1, 2016	Principal
	5,354,270	December 12, 2017	Principal
	5,354,264	December 12, 2017	Principal

There are currently no effective material determinations of the PTO, trademark trial and appeal board, the trademark administrator of this state or any court; pending infringement, opposition, or cancellation; or pending material litigation involving the Marks. All applicable Section 8 & 15 Affidavits have been filed with the United States Patent and Trademark Office for the Trademarks and we will continue to do so at the proper time for the balance of the Trademarks.

To our knowledge, there are no infringing or prior superior uses actually known to us that could materially affect the use of the Marks in this state or any other state in which a HAND AND STONE franchise may be located.

There are no agreements currently in effect, which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

You will not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your Franchised Business. You may only use the Marks in accordance with our standards, operating procedures and specifications. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You may not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us of any apparent infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you may not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We may take whatever action we deem appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

We can require you to modify or discontinue the use of any Mark and to use other trademarks or service marks. We will not be required to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. We are not obligated to reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

We will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any the proceeding. Our reimbursement does not include your expenses for removing signage or discontinuing your use of any Mark. Our reimbursement also does not apply to any disputes where we challenge your use of a Mark. Our reimbursement does not apply to legal fees you incur in seeking separate, independent legal counsel.

You must use the Marks as the sole trade identification of the Franchised Business, but you may not use any Mark or part of any Mark as part of your corporate name in any modified form. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the PTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not establish, create or operate an Internet site, website, or email using any domain name containing the words HAND AND STONE or any variation thereof without our prior written consent. You may not use the Marks as part of any advertisement on the Internet without our permission.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We own copyrights in the Manual, marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Registrar of Copyrights and need not do so to protect them. You may use these items only as we specify while operating the Franchised Business and you must stop using them if we direct you to do so.

To our knowledge, there are currently no effective determinations of the U.S. Copyright Office or any court regarding the copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain Trade Secrets and other Confidential Information, including certain trade secrets, methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a HAND AND STONE franchise. We will provide our Trade Secrets and other Confidential Information to you during training, in the Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the Trade Secrets and other Confidential Information for the purpose of operating your Franchised Business. You may only divulge Trade Secrets and other Confidential Information to employees who must have access to it to operate the Franchised Business. You must enforce the confidentiality provisions as to your employees.

We have the right to require you (and any member of your immediate family or household), any holder of a legal or beneficial interest in you (if you are a legal entity), and any officer, director, executive, or Designated Manager, as well as any other individuals having access to Trade Secrets or other Confidential Information, to sign nondisclosure and non-competition agreements in a form the same as or like the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

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

The day-to-day affairs of the Franchised Business must always be under the direct full-time supervision of Franchisee or a Designated Manager. Your Designated Manager must attend and satisfactorily complete our initial training programs before opening the Franchised Business. You must keep us informed of the identity of your current Designated Manager.

As described in ITEM 14, we have the right to require you (and any member of your immediate family or household), any holder of a legal or beneficial interest in you (if you are a legal entity), and any officer, director, executive, or Designated Manager, as well as any other individuals having access to Trade Secrets or other Confidential Information, to sign nondisclosure and non-competition agreements in a form the same as or like the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements.

You will have sole authority and control over the day-to-day operations of the Franchised Business and your employees and/or independent contractors. (Section 13.14). You are solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will you or your employees be deemed to be our or our affiliates' employees.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the massage, facial and spa services, retail products and membership and gift card programs we specify periodically, in strict accordance with our standards and specifications. You may not sell any services or products that we have not authorized, and you must discontinue offering any services, products or programs that we may, in our sole discretion, disapprove in writing at any time.

We may periodically change required or authorized services, products, or programs. There are no limits on our right to do so. If we modify the System, you may have to add or replace equipment, signs, and fixtures, and you may have to make improvements or modifications as necessary to maintain uniformity with our current standards and specifications.

On a case-by-case basis, we may allow you or other HAND AND STONE franchisees to offer certain additional services, products or programs that are not otherwise part of the System. We will decide which franchisees can offer additional services based on test marketing, the franchisee’s qualifications and operational history, differences in regional or local markets and other factors.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements pertaining to renewal, termination, transfer, and dispute resolution. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision	Section in the Franchise Agreement	Summary
a. Length of the franchise term	Section 4.1	The initial term is 10 years.
b. Renewal or extension of the term	Section 4.2	You may renew for one additional term of 10 years, subject to (c) below.
c. Requirements for you to renew or extend	Section 4.1	You may renew the Franchise Agreement if you: have substantially complied with the provisions of the Franchise Agreement; have the right to maintain possession of the Approved Location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us, have paid a renewal fee of \$5,000; are not currently

Provision	Section in the Franchise Agreement	Summary
		in default of any provision of the Franchise Agreement or any other agreement between you and us and have not been in default more than twice during the term of the Franchise Agreement; have given timely written notice of your intent to renew; sign a then current Franchise Agreement; comply with current qualifications and training requirements; and sign a general release in favor of us and our affiliates in the form we prescribe. You may be asked to sign a contract with materially different terms and conditions than your original contract, but the boundaries of your territory will remain the same.
d. Termination by you	None	You do not have the contractual right to terminate the Franchise Agreement except as otherwise permitted by state law.
e. Termination by us without cause	None	N/A
f. Termination by us with cause	Section 16	We may terminate the Franchise Agreement only if you default.
g. "Cause" defined - curable defaults	Section 16	You can avoid termination of the Franchise Agreement if you cure a default arising from your failure to comply with mandatory specifications in the Franchise Agreement or Operations Manual within 30 days of receiving our notice of termination or you cure a default arising from your failure to make payments due us within 5 days of receiving our notice of termination.
h. "Cause" defined - non curable defaults	Section 16	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to establish and equip the Franchised Business; fail to satisfactorily complete training; made a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to

Provision	Section in the Franchise Agreement	Summary
		<p>affect the reputation of either party or the Franchised Business; use the manual, Trade Secrets or Confidential Information in an unauthorized manner; abandon the Franchised Business for five consecutive days; surrender or transfer of control for Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a Designated Manager if you die or become disabled; submit report on two or more separate occasions understating any amounts due by more than 3%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use for the Marks; fail on two or more occasions within any 12 months to submit reports or records or to pay any fees due us or any Affiliate; violate any health, safety or other laws or conducts the Franchised Business in a manner creating a health or safety hazard; fail to comply with any applicable law or regulation within 10 days of receiving notice of that failure; repeatedly breach the Franchise Agreement or fail comply with our mandatory specification; default under any other agreement between us and you.</p>
<p>i. Your obligations on termination/non-renewal</p>	<p>Section 17.1</p>	<p>If the Franchise Agreement is terminated or not renewed, you must: stop operating the Franchised Business; stop using any Trade Secrets, Confidential Information, the System and the Marks; if requested, assign your interest in the Approved Location to us; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the termination provisions of the Franchise Agreement; return the Manual, Trade Secrets and all other Confidential Information; assign your telephone and facsimile numbers to us (if required by the telephone service</p>

Provision	Section in the Franchise Agreement	Summary
		provider); and comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.
j. Assignment of contract by us	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k. "Transfer" by you definition	Section 18.2	"Transfer" includes transfer of ownership in the franchise, the Franchise Agreement, the Approved Location, the Franchised Business' assets or the franchisee entity.
l. Our approval of transfer by you	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.
m. Conditions for our approval of transfer	Section 18.2	We will consent to a transfer if: the proposed transfer is a least one year after the effective date of the Franchise Agreement; we have not exercised our right of first refusal; all obligation owed to us are paid; you and the transferee have signed a general release in favor of us and our affiliates in the form we prescribe; the prospective transferee meets our business and financial standards; the transferee and all persons owing any interest in the transferee sign then-current Franchise Agreement (which may have different material terms) as we determine; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a transfer fee equal to 50% of the then current initial franchise fee; the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; the transferee has obtained all necessary consents and approvals of third parties; you must request that we provide the prospective transferee with our current form of disclosure document and we shall not be liable for any representations not included in the disclosure document; you

Provision	Section in the Franchise Agreement	Summary
		or all of your equity owners have signed the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement; and the transferee has agreed that its Designated Manager will complete the initial training program before assuming management of the Franchised Business.
n. Our right of first refusal to acquire your Franchised Business	Section 19	We may match an offer for your Franchised Business or an ownership interest you propose to sell.
o. Our option to purchase your Franchised Business	Section 17.5	Except as described in (n) above, we do not have the rights to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the Franchised Business for book value.
p. Your death or disability	Section 18.6	If you (or one of your owners) die or become incapacitated, your representative must transfer, subject to the terms of the Franchise Agreement, your interest in the Franchised Business within 180 days of death or incapacity or we may terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 7.3	You, your owners (and members of their families and household) and your officers, directors, executives, or designated managers are prohibited from: attempting to divert any business or customer of the Franchised Business to a Competitive Business or causing injury or prejudice to the Marks or the System; owning or working for a Competitive Business (subject to applicable state law).
r. Non-competition covenants after the franchise is terminate or expires	Section 17.2	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, or designated managers are prohibited from

Provision	Section in the Franchise Agreement	Summary
		owning or working for a Competitive Business operation within 20 mile radius of the Approved Location or within the Protected Territory, if greater, or any other HAND AND STONE franchise; or soliciting or influencing any of our employees or business associates to compete with us or terminate their relationship with us (subject to applicable state law).
s. Modification of the agreement	Section 9.2 and 21.5	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 21.5	Only the terms of the franchise agreement are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 22.6, 22.7	Except for claims for injunctive relief, at our option, all claims or disputes between you and us must be submitted first to mediation in Philadelphia, Pennsylvania in accordance with the American Arbitration Association’s Commercial Mediation Rules then in effect and If mediation fails, to binding arbitration in Philadelphia, Pennsylvania (subject to state law).
v. Choice of forum	Section 22.6	Except for claims for injunctive relief, all disputes must be mediated or submitted to arbitration in Philadelphia, Pennsylvania (subject to state law).
w. Choice of law	Section 22.1	Pennsylvania law applies (subject to applicable state law).

See the state addenda to the Franchise Agreement and disclosure document for special state disclosures.

ITEM 18
PUBLIC FIGURES

We do not presently use any public figures 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.

This Item presents certain historical data as provided by our franchisees and our subsidiary owned outlets. We have not audited this information, nor independently verified this information. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request. The information contained in this Item is for the period January 1, 2023 through December 31, 2023 (the “2023 Calendar Year”).

As of December 31, 2023, we had 527 franchised outlets open in the United States and 15 subsidiary-owned outlets open in the United States (the “Subsidiary Outlets”). We, through our subsidiaries, acquired 10 of the 15 Subsidiary Outlets in the 2021 Calendar Year. One of the Subsidiary Outlets is located in New Jersey and the remaining 14 are located in Florida. All of the Subsidiary Outlets have been open for more than 24 months and are substantially similar to the franchise opportunity being offered under this Franchise Disclosure Document.

The following Outlets were excluded from the financial performance information presented in this Item 19: the 24 franchised outlets that converted and joined the System in 2023, and the 20 franchised outlets that were not open for a full twelve months as of December 31, 2023. The financial performance information presented in this Item 19 includes performance information for the remaining 483 franchised outlets that were open for at least 12 months as of December 31, 2023 (the “Franchised Outlets”) and the Subsidiary Outlets.

Table #1a presents the 2023 Calendar Year Average Gross Sales for the Subsidiary Outlets. Table #1b presents the 2023 Calendar Year Average Gross Sales for the Franchised Outlets, grouped by year of opening. Table #1c presents the combined 2023 Calendar Year Average Gross Sales for the Subsidiary Outlets and the Franchised Outlets represented in table #1b for a total of 498 locations.

Table #2a presents the presents the 2023 Calendar Year Average Massage Sales Information for the Subsidiary Outlets. Table #2b presents the 2023 Calendar Year Average Massage Sales Information for the Franchised Outlets. Table #2c presents the combined 2023 Calendar Year Average Massage Sales Information for the Subsidiary Outlets and the Franchised Outlets represented in table #5b for a total of 498 locations.

Table #3a presents the 2023 Calendar Year Average Facial Sales Information, organized by year of opening, for the Subsidiary Outlets. Table #3b presents the 2023 Calendar Year Average Facial Sales Information, organized by year of opening, for the Franchised Outlets. Table #3c presents the combined 2023 Calendar Year Average Facial Sales Information, organized by year of opening, for the Subsidiary

Outlets and the Franchised Outlets represented in table #2b for a total of 498 locations.

Table #4a presents the presents the 2023 Calendar Year Average Gift Card Sales Information for the Subsidiary Outlets. Table #4b presents the 2023 Calendar Year Average Gift Card Sales Information for the Franchised Outlets. Table #4c presents the combined 2023 Calendar Year Average Gift Card Sales Information for the Subsidiary Outlets and the Franchised Outlets represented in table #3b for a total of 498 locations.

Table #5a presents the presents the 2023 Calendar Year Average Retail Sales Information for the Subsidiary Outlets. Table #5b presents the 2023 Calendar Year Average Retail Sales Information for the Franchised Outlets. Table #5c presents the combined 2023 Calendar Year Average Retail Sales Information for the Subsidiary Outlets and the Franchised Outlets represented in table #4b for a total of 498 locations.

Table #6 presents Average Size, First Year Gross Rent and Landlord Improvement Allowance for the twenty (20) United States franchised outlets that first opened for business in the 2023 Calendar Year.

Table #7 presents certain Corporate Spa Average Revenue and Expenses for 14 of the 15 Subsidiary Outlets for the 2023 Calendar Year. One (1) of the fourteen (15) Subsidiary Outlets were excluded from the results presented in Table 7 because they were acquired by our affiliate in the 2023 Calendar Year and were not under affiliate ownership for at least twelve (12) months as of December 31, 2023.

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Table #1a
Average Gross Sales for Subsidiary Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Subsidiary Outlets	2023 Average Gross Sales	Number & % Above/Below Average	2023 Median Gross Sales	2023 Min Gross Sales / Max Gross Sales	2023 Average Members	Number & % Above/Below Average
2009	1	1,934,878	n/a	1,934,878	1,934,878	1,945	n/a
2010	2	2,633,663	Above: 1 or 50% Below: 1 or 50%	2,633,663	Min: 2,574,030 Max: 2,693,296	2,391	Above: 1 or 50% Below: 1 or 50%
2011	2	3,263,510	Above: 1 or 50% Below: 1 or 50%	3,263,510	Min: 3,104,149 Max: 3,422,872	3,034	Above: 1 or 50% Below: 1 or 50%
2013	1	1,259,152	n/a	1,259,152	1,259,152	1,043	n/a
2014	2	2,083,792	Above: 1 or 50% Below: 1 or 50%	2,083,792	Min: 1,872,870 Max: 2,294,714	1,808	Above: 1 or 50% Below: 1 or 50%
2015	3	2,285,406	Above: 2 or 67% Below: 1 or 33%	2,676,368	Min: 1,471,277 Max: 2,708,574	2,112	Above: 2 or 67% Below: 1 or 33%
2016	1	1,644,943	n/a	1,644,943	1,644,943	1,492	n/a
2017	1	1,900,855	n/a	1,900,855	1,900,855	1,569	n/a
2018	1	1,769,903	n/a	1,769,903	1,769,903	1,450	n/a
2019	1	1,960,601	n/a	1,960,601	1,960,601	1,590	n/a
Total*	15	2,219,232	Above: 11 or 73% Below: 4 or 27%	1,960,601	Min: 1,259,152 Max: 3,422,872	1,992	Above: 11 or 73% Below: 4 or 27%

Table #1b
Average Gross Sales for Franchised Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Franchised Outlets	2023 Average Gross Sales	Number & % Above/Below Average	2023 Median Gross Sales	2023 Min /Max Gross Sales	2023 Average Members	Number and % Above/Below Average
2008 and Prior	20	2,014,638	Above: 7 or 35% Below: 13 or 65%	1,793,669	Min: 957,379 Max:4,056,316	1,674	Above: 6 or 30% Below: 14 or 70%
2009	6	2,189,120	Above: 2 or 33% Below: 4 or 67%	1,882,507	Min:1,454,447 Max:3,815,499	1,698	Above: 2 or 33% Below: 4 or 67%
2010	7	1,919,100	Above: 2 or 29% Below: 5 or 71%	1,630,257	Min:1,163,272 Max:3,511,280	1,614	Above: 2 or 29% Below: 5 or 71%
2011	21	1,682,818	Above: 10 or 48% Below: 11 or 52%	1,665,682	Min:946,479 Max:2,653,357	1,380	Above: 11 or 52% Below: 10 or 48%
2012	25	1,701,145	Above: 11 or 44% Below: 14 or 56%	1,561,838	Min:724,380 Max:2,747,066	1,388	Above: 11 or 44% Below: 14 or 56%
2013	42	1,499,003	Above: 19 or 45% Below: 23 or 55%	1,417,370	Min:612,104 Max:3,023,901	1,226	Above: 19 or 45% Below: 23 or 55%
2014	47	1,496,773	Above: 20 or 43% Below: 27 or 57%	1,323,367	Min:572,929 Max:3,086,423	1,220	Above: 16 or 34% Below: 31 or 66%
2015	52	1,413,586	Above: 23 or 44% Below: 29 or 56%	1,339,377	Min:445,485 Max:3,020,362	1,129	Above: 19 or 37% Below: 33 or 63%
2016	46	1,555,637	Above: 18 or 39% Below: 28 or 61%	1,388,466	Min:535,716 Max:3,577,373	1,251	Above: 17 or 37% Below: 29 or 63%
2017	39	1,405,561	Above: 18 or 46% Below: 21 or 54%	1,369,644	Min:603,830 Max:3,081,578	1,138	Above: 15 or 38% Below: 24 or 62%

Opening Year	2023 Franchised Outlets	2023 Average Gross Sales	Number & % Above/Below Average	2023 Median Gross Sales	2023 Min /Max Gross Sales	2023 Average Members	Number and % Above/Below Average
2018	45	1,294,376	Above: 18 or 40% Below: 27 or 60%	1,247,017	Min:579,008 Max:2,782,402	1,013	Above: 19 or 42% Below: 26 or 58%
2019	46	1,088,563	Above: 21 or 46% Below: 25 or 54%	1,019,908	Min: 316,278 Max:2,126,287	842	Above: 18 or 39% Below: 28 or 61%
2020	28	1,123,365	Above: 12 or 43% Below: 16 or 57%	999,356	Min:575,141 Max:2,115,426	851	Above: 13 or 46% Below: 15 or 54%
2021	19	792,952	Above: 9 or 47% Below: 10 or 53%	760,724	Min:313,904 Max:1,136,957	595	Above: 7 or 37% Below: 12 or 63%
2022	40	689,944	Above: 18 or 45% Below: 22 or 55%	643,293	Min:280,116 Max:1,680,485	495	Above: 17 or 43% Below: 23 or 58%
Total*	483	1,365,793	Above: 208 or 43% Below: 275 or 57%	1,275,538	Min:280,116 Max:4,056,316	1,090	Above: 192 or 40% Below: 291 or 60%

Table #1c
Average Gross Sales for All Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Subsidiary & Franchised Outlets	2023 Average Gross Sales	Number & % Above/Below Average	2023 Median Gross Sales	2023 Min/Max Gross Sales	2023 Average Members	Number & % Above/Below Average
2008 and Prior	20	2,014,638	Above:7 or 35% Below:13 or 65%	1,793,669	Min: 957,379 Max:4,056,316	1,674	Above: 6 or 30% Below: 14 or 70%
2009	7	2,152,800	Above: 2 or 29% Below: 5 or 71%	1,934,878	Min:1,454,447 Max:3,815,499	1,733	Above: 3 or 43% Below: 4 or 57%
2010	9	2,077,892	Above: 4 or 44% Below: 5 or 56%	1,886,187	Min:1,163,272 Max:3,511,280	1,787	Above: 4 or 44% Below: 5 or 56%
2011	23	1,820,269	Above: 10 or 43% Below: 13 or 57%	1,728,752	Min: 946,479 Max:3,422,872	1,524	Above: 10 or 43% Below: 13 or 57%

Opening Year	2023 Subsidiary & Franchised Outlets	2023 Average Gross Sales	Number & % Above/Below Average	2023 Median Gross Sales	2023 Min/Max Gross Sales	2023 Average Members	Number & % Above/Below Average
2012	25	1,701,145	Above: 11 or 44% Below: 14 or 56%	1,561,838	Min:724,380 Max:2,747,066	1,388	Above: 11 or 44% Below: 14 or 56%
2013	43	1,493,425	Above: 19 or 44% Below: 24 or 56%	1,382,780	Min: 612,104 Max:3,023,901	1,222	Above: 19 or 44% Below: 24 or 56%
2014	49	1,520,733	Above: 21 or 43% Below: 28 or 57%	1,342,425	Min:572,929 Max:3,086,423	1,244	Above:18 or 37% Below: 31 or 63%
2015	55	1,461,140	Above: 22 or 40% Below: 33 or 60%	1,363,412	Min:445,485 Max:3,020,362	1,182	Above: 20 or 36%; Below: 35 or 64%
2016	47	1,557,537	Above: 19 or 40% Below: 28 or 60%	1,411,497	Min:535,716 Max:3,577,373	1,256	Above: 18 or 38% Below: 29 or 62%
2017	40	1,417,943	Above:18 or 45% Below: 22 or 55%	1,387,094	Min: 603,830 Max:3,081,578	1,149	Above: 15 or 38% Below: 25 or 63%
2018	46	1,304,713	Above: 18 or 39% Below: 28 or 61%	1,247,896	Min:579,008 Max:2,782,402	1,022	Above: 19 or 41% Below: 27 or 59%
2019	47	1,107,117	Above: 20 or 43% Below: 27 or 57%	1,023,462	Min: 316,278 Max 2,126,287	857	Above: 18 or 38% Below: 29 or 62%
2020	28	1,123,365	Above: 12 or 43% Below: 16 or 57%	999,356	Min:575,141 Max:2,115,426	851	Above: 13 or 46% Below: 15 or 54%
2021	19	792,952	Above: 9 or 47% Below: 10 or 53%	760,724	Min:313,904 Max:1,136,957	595	Above: 7 or 37% Below: 12 or 63%
2022	40	689,944	Above: 18 or 45% Below: 22 or 55%	643,293	Min: 280,116 Max:1,680,485	495	Above: 17 or 43% Below: 23 or 58%
Total*	498	1,391,448	Above: 210 or 42% Below: 288 or 58%	1,292,188	Min: 280,116 Max:4,056,316	1,118	Above: 198 or 40% Below: 300 or 60%

Table #2a
Average Massage Sales for Subsidiary Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Subsidiary Outlets	2023 Average Massage Sales	Number & % Above/ Below Average	2023 Min/Max Massage Sales	2023 Median Massage Sales
2009	1	1,033,060	n/a	n/a	n/a
2010	2	1,308,350	Above: 1 or 50% Below: 1 or 50%	Min: 1,223,764 Max: 1,392,937	1,308,350
2011	2	1,888,090	Above: 1 or 50% Below: 1 or 50%	Min: 1,797,823 Max: 1,978,358	1,888,090
2013	1	744,617	n/a	n/a	n/a
2014	2	1,117,520	Above: 1 or 50% Below: 1 or 50%	Min: 1,101,274 Max: 1,133,766	1,117,520
2015	3	1,187,263	Above: 2 or 67% Below: 1 or 33%	Min: 768,955 Max: 1,531,207	1,261,626
2016	1	1,050,181	n/a	n/a	n/a
2017	1	1,044,160	n/a	n/a	n/a
2018	1	1,156,514	n/a	n/a	n/a
2019	1	1,169,115	n/a	n/a	n/a
Total*	15	1,225,824	Above: 11 or 73%; Below 4 or 27%	Min: 744,617 Max: 1,978,358	1,137,017

Table #2b
Average Massage Sales for Franchised Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Franchised Outlets	2023 Average Massage Sales	Number and % Above/Below Average	2023 Min/Max Massage Sales	2023 Median Massage Sales
2008 and Prior	20	1,074,344	Above: 6 or 30% Below: 14 or 70%	Min:556,108 Max: 1,928,234	947,438
2009	6	1,159,765	Above: 3 or 50% Below: 3 or 50%	Min: 634,179 Max: 1,854,897	1,130,364
2010	7	1,007,803	Above: 3 or 43% Below: 4 or 57%	Min: 645,855 Max: 1,881,048	934,973
2011	21	908,039	Above: 11 or 52% Below: 10 or 48%	Min: 417,838 Max: 1,521,274	979,361
2012	25	982,579	Above: 13 or 52% Below: 12 or 48%	Min: 441,180 Max: 2,023,773	1,004,167
2013	42	819,881	Above: 19 or 45% Below: 23 or 55%	Min: 287,308 Max: 1,442,166	789,691
2014	47	846,860	Above: 22 or 47% Below: 25 or 53%	Min: 169,425 Max: 1,922,443	804,783
2015	52	788,556	Above: 27 or 52% Below: 25 or 48%	Min: 270,970 Max:1,844,239	804,111
2016	46	915,334	Above: 20 or 43% Below: 26 or 57%	Min: 339,359 Max: 1,927,804	881,676
2017	39	843,298	Above: 17 or 44% Below: 22 or 56%	Min: 281,579 Max: 1,831,319	777,780
2018	45	810,873	Above: 21 or 47% Below: 24 or 53%	Min: 327,462 Max: 1,568,756	776,558
2019	46	675,102	Above: 21 or 46% Below: 25 or 54%	Min: 212,250 Max: 1,241,553	609,062
2020	28	700,431	Above: 12 or 43% Below: 16 or 57%	Min: 354,447 Max: 1,307,382	628,955
2021	19	542,846	Above: 8 or 42% Below: 11 or 58%	Min: 295,675 Max: 796,052	527,367
2022	40	475,048	Above: 15 or 38%	Min: 146,629	

Opening Year	2023 Franchised Outlets	2023 Average Massage Sales	Number and % Above/Below Average	2023 Min/Max Massage Sales	2023 Median Massage Sales
			Below: 25 or 63%	Max: 1,485,925	430,424
Total*	483	797,989	Above: 218 or 45% Below: 265 or 55%	Min: 146,629 Max: 2,023,773	804,111

Table #2c
Average Massage Sales for All Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Subsidiary & Franchised Outlets	2023 Average Massage Sales	Number & % Above/Below Average	2023 Min/Max Massage Sales	2023 Median Massage Sales
2008 and Prior	20	1,074,344	Above: 6 or 30% Below: 14 or 70%	Min: 556,108 Max: 1,928,234	947,438
2009	7	1,141,664	Above: 3 or 43% Below: 4 or 57%	Min: 634,179 Max: 1,854,897	1,064,412
2010	9	1,074,591	Above: 4 or 44% Below: 5 or 56%	Min: 645,855 Max: 1,881,048	1,014,275
2011	23	993,261	Above: 12 or 52% Below: 11 or 48%	Min: 417,838 Max: 1,978,358	1,000,084
2012	25	982,579	Above: 13 or 52% Below: 12 or 48%	Min: 441,180 Max: 2,023,773	1,004,167
2013	43	818,130	Above: 19 or 44% Below: 24 or 56%	Min: 287,308 Max: 1,442,166	782,607
2014	49	857,907	Above: 23 or 47% Below: 26 or 53%	Min: 169,425 Max: 1,922,443	815,143
2015	55	810,303	Above: 27 or 49% Below: 28 or 51%	Min: 270,970 Max: 1,844,239	807,459
2016	47	918,203	Above: 21 or 45% Below: 26 or 55%	Min: 339,359 Max: 1,927,804	889,694
2017	40	848,320	Above: 18 or 45%	Min: 281,579	

Opening Year	2023 Subsidiary & Franchised Outlets	2023 Average Massage Sales	Number & % Above/Below Average	2023 Min/Max Massage Sales	2023 Median Massage Sales
			Below: 22 or 55%	Max:1,831,319	779,247
2018	46	818,387	Above: 22 or 48% Below: 24 or 52%	Min:327,462 Max:1,568,756	776,613
2019	47	685,613	Above: 21 or 45% Below: 26 or 55%	Min:212,250 Max:1,241,553	645,764
2020	28	700,431	Above: 12 or 43% Below: 16 or 57%	Min: 354,447 Max:1,307,382	628,955
2021	19	542,846	Above: 8 or 42% Below: 11 or 58%	Min: 295,675 Max: 796,052	527,367
2022	40	475,048	Above: 15 or 38% Below: 25 or 63%	Min:146,629 Max:1,485,925	430,424
Total*	498	810,850	Above: 224 or 45% Below: 274 or 55%	Min: 146,629 Max:2,023,773	807,459

Table #3a
Average Facial Sales for Subsidiary Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Subsidiary Outlets	2023 Average Facial Sales	Number & % Above/Below Average	2023 Min/Max Facial Sales	2023 Median Facial Sales
2009	1	649,922	n/a	n/a	n/a
2010	2	906,105	Above: 1 or 50% Below: 1 or 50%	Min:895,038 Max: 917,171	906,105
2011	2	1,130,446	Above: 1 or 50% Below: 1 or 50%	Min: 852,513 Max: 1,408,379	1,130,446
2013	1	396,970	n/a	n/a	n/a
2014	2	694,778	Above: 1 or 50% Below: 1 or 50%	Min: 561,077 Max: 828,479	694,778
2015	3	791,147	Above: 2 or 67% Below: 1 or 33%	Min: 474,341 Max: 1,107,076	792,024

Opening Year	2023 Subsidiary Outlets	2023 Average Facial Sales	Number & % Above/Below Average	2023 Min/Max Facial Sales	2023 Median Facial Sales
2016	1	635,881	n/a	n/a	n/a
2017	1	692,301	n/a	n/a	n/a
2018	1	695,974	n/a	n/a	n/a
2019	1	786,639	n/a	n/a	n/a
Total*	15	779,586	Above: 11 or 73% Below: 4 or 27%	Min:396,970 Max: 1,408,379	695,376

Table #3b
Average Facial Sales for Franchised Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Franchised Outlets	2023 Average Facial Sales	Number & % Above/Below Average	2023 Min/Max Facial Sales	2023 Median Facial Sales
2008 and Prior	20	764,447	Above: 8 or 40% Below: 12 or 60%	Min: 256,177 Max: 1,836,729	754,858
2009	6	783,855	Above: 2 or 33% Below: 4 or 67%	Min: 378,278 Max: 1,217,764	702,052
2010	7	675,934	Above: 2 or 29% Below: 5 or 71%	Min: 352,931 Max: 1,377,184	638,033
2011	21	584,894	Above: 11 or 52% Below: 10 or 48%	Min: 258,625 Max: 997,717	625,422
2012	25	585,555	Above: 9 or 36% Below: 16 or 64%	Min: 203,806 Max: 1,193,424	493,810
2013	42	561,412	Above: 17 or 40% Below: 25 or 60%	Min: 240,013 Max: 1,474,395	511,343
2014	47	525,888	Above:21 or 45% Below: 26 or 55%	Min: 176,881 Max: 1,377,456	491,544
2015	52	531,864	Above: 22 or 42% Below: 30 or 58%	Min: 107,361 Max: 1,203,776	509,822
2016	46	521,200	Above:21 or 46% Below: 25 or 54%	Min: 113,241 Max: 1,163,217	495,722
2017	39	495,591	Above: 15 or 38%	Min: 179,041	436,001

Opening Year	2023 Franchised Outlets	2023 Average Facial Sales	Number & % Above/Below Average	2023 Min/Max Facial Sales	2023 Median Facial Sales
			Below: 24 or 62%	Max: 1,132,261	
2018	45	434,253	Above: 21 or 47% Below: 24 or 53%	Min: 130,515 Max: 850,134	419,242
2019	46	382,598	Above: 22 or 48% Below: 24 or 52%	Min: 73,649 Max: 780,971	372,792
2020	28	391,975	Above: 12 or 43% Below: 16 or 57%	Min: 86,954 Max: 753,045	390,860
2021	19	269,302	Above: 9 or 47% Below: 10 or 53%	Min: 148,189 Max: 446,081	262,594
2022	40	239,575	Above: 14 or 35% Below: 26 or 65%	Min: 105,994 Max: 915,952	191,337
Total*	483	483,458	Above: 206 or 43% Below: 277 or 57%	Min: 73,649 Max: 1,836,729	493,810

Table #3c
Average Facial Sales for All Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023
All Outlets

Opening Year	2023 Subsidiary & Franchised Outlets	2023 Average Facial Sales	Number and % Above/Below Average	2023 Min/Max Facial Sales	2023 Median Facial Sales
2008 and Prior	20	764,447	Above: 8 or 40% Below: 12 or 60%	Min: 256,177 Max: 1,836,729	754,858
2009	7	764,722	Above: 3 or 43% Below: 4 or 57%	Min: 378,278 Max: 1,217,764	649,922
2010	9	727,083	Above: 3 or 33% Below: 6 or 67%	Min: 352,931 Max: 1,377,184	644,365
2011	23	632,334	Above: 12 or 53% Below: 11 or 48%	Min: 258,625 Max: 1,408,379	664,265
2012	25	585,555	Above: 9 or 36% Below: 16 or 64%	Min: 203,806 Max: 1,193,424	493,810

Opening Year	2023 Subsidiary & Franchised Outlets	2023 Average Facial Sales	Number and % Above/Below Average	2023 Min/Max Facial Sales	2023 Median Facial Sales
2013	43	557,588	Above: 17 or 40% Below: 26 or 60%	Min: 240,013 Max: 1,474,395	507,480
2014	49	532,781	Above: 23 or 47%; Below: 26 or 53%	Min: 176,881 Max: 1,377,456	495,046
2015	55	546,006	Above: 22 or 40% Below: 33 or 60%	Min: 107,361 Max: 1,203,776	513,752
2016	47	523,640	Above: 22 or 47%; Below: 25 or 53%	Min: 113,241 Max: 1,163,217	503,383
2017	40	500,509	Above: 16 or 40% Below: 24 or 60%	Min: 179,041 Max: 1,132,261	436,276
2018	46	439,943	Above: 19 or 41%; Below: 27 or 59%	Min: 130,515 Max: 850,134	426,507
2019	47	391,194	Above: 22 or 47%; Below: 25 or 53%	Min: 73,649 Max: 786,639	375,171
2020	28	391,975	Above: 12 or 43% Below: 16 or 57%	Min: 86,954 Max: 753,045	390,860
2021	19	269,302	Above: 9 or 47% Below: 10 or 53%	Min: 148,189 Max: 446,081	262,594
2022	40	239,575	Above: 14 or 35% Below: 26 or 65%	Min: 105,994 Max: 915,952	191,337
Total*	498	492,359	Above: 211 or 42% Below: 287 or 58%	Min: 73,649 Max: 1,836,729	495,046

Table #4a
Average Gift Card Sales for Subsidiary Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Subsidiary Outlets	2023 Average GC Sales	Number & % Above/Below Average	2023 Min /Max GC Sales	2023 Median GC Sales
2009	1	222,743	n/a	n/a	n/a
2010	2	356,033	Above: 1 or 50% Below: 1 or 50%	Min: 340,461 Max: 371,605	356,033
2011	2	440,997	Above: 1 or 50% Below: 1 or 50%	Min: 302,456 Max: 579,538	440,997
2013	1	138,836	n/a	n/a	n/a
2014	2	220,042	Above: 1 or 50% Below: 1 or 50%	Min: 213,510 Max: 226,574	220,042
2015	3	264,636	Above: 2 or 67% Below: 1 or 33%	Min: 162,902 Max: 335,250	295,755
2016	1	184,882	n/a	n/a	n/a
2017	1	195,226	n/a	n/a	n/a
2018	1	307,147	n/a	n/a	n/a
2019	1	262,573	n/a	n/a	n/a
Total*	15	275,964	Above: 11 or 73% Below: 4 or 27%	Min: 138,836 Max: 579,538	242,658

Table #4b
Average Gift Card Sales for Franchised Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Franchises	2023 Average GC Sales	Number & % Above/Below Average	2023 Min/Max GC Sales	2023 Median GC Sales
2008 and Prior	20	246,794	Above: 8 or 40% Below: 12 or 60%	Min: 75,712 Max: 779,311	192,956
2009	6	256,041	Above: 2 or 33% Below: 4 or 67%	Min: 139,030 Max: 440,386	192,353

Opening Year	2023 Franchises	2023 Average GC Sales	Number & % Above/Below Average	2023 Min/Max GC Sales	2023 Median GC Sales
2010	7	305,391	Above: 2 or 29% Below: 5 or 71%	Min: 184,282 Max: 601,077	286,365
2011	21	222,283	Above: 10 or 48% Below: 11 or 52%	Min: 84,417 Max: 402,616	192,221
2012	25	212,075	Above: 10 or 40% Below: 15 or 60%	Min: 79,990 Max: 391,738	202,134
2013	42	164,368	Above: 15 or 36% Below: 27 or 64%	Min: 65,885 Max: 423,728	153,461
2014	47	178,471	Above: 19 or 40% Below: 28 or 60%	Min: 54,273 Max: 571,866	152,713
2015	52	146,907	Above: 25 or 48% Below: 27 or 52%	Min: 36,316 Max: 334,483	144,686
2016	46	182,360	Above: 20 or 43% Below: 26 or 57%	Min: 57,969 Max: 334,483	156,906
2017	39	182,493	Above: 20 or 51% Below: 19 or 49%	Min: 50,508 Max: 548,928	184,558
2018	45	158,561	Above: 24 or 53% Below: 21 or 47%	Min: 52,143 Max: 294,980	161,996
2019	46	149,288	Above: 22 or 48% Below: 24 or 52%	Min: 61,580 Max: 312,696	144,182
2020	28	163,411	Above: 14 or 50% Below: 14 or 50%	Min: 42,488 Max: 300,789	163,976
2021	19	107,751	Above: 9 or 47% Below: 10 or 53%	Min: 46,986 Max: 185,614	94,253
2022	40	111,970	Above: 16 or 40% Below: 24 or 60%	Min: 38,713 Max: 254,415	99,376
Total*	483	169,907	Above: 216 or 45% Below: 267 or 55%	Min: 36,316 Max: 779,311	161,996

Table #4c
Average Gift Card Sales for All Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Subsidiary Outlets and Franchised Outlets	2023 Average GC Sales	Number & % Above/Below Average	2023 Min/Max GC Sales	2023 Median GC Sales
2008 and Prior	20	246,794	Above: 8 or 40% Below: 12 or 60%	Min: 75,712 Max: 779,311	192,956
2009	7	251,284	Above: 2 or 29% Below: 5 or 71%	Min: 139,030 Max: 440,386	193,083
2010	9	316,645	Above: 4 or 44% Below: 5 or 56%	Min: 184,282 Max: 601,077	289,307
2011	23	241,301	Above: 10 or 43% Below: 13 or 57%	Min: 84,417 Max: 579,538	229,880
2012	25	212,075	Above: 10 or 40% Below: 15 or 60%	Min: 79,990 Max: 391,738	202,134
2013	43	163,774	Above: 15 or 35% Below: 28 or 65%	Min: 65,885 Max: 423,728	153,074
2014	49	180,167	Above: 20 or 41% Below: 29 or 59%	Min: 54,273 Max: 571,866	158,113
2015	55	153,329	Above: 27 or 49% Below: 28 or 51%	Min: 36,316 Max: 335,250	147,296
2016	47	182,413	Above: 21 or 45% Below: 26 or 55%	Min: 57,969 Max: 401,197	157,608
2017	40	182,811	Above: 21 or 53% Below: 19 or 48%	Min: 50,508 Max: 548,928	186,774
2018	46	161,791	Above: 24 or 52% Below: 22 or 48%	Min: 52,143 Max: 307,147	164,316
2019	47	151,699	Above: 21 or 45% Below: 26 or 55%	Min: 61,580 Max: 312,696	144,963
2020	28	163,411	Above: 14 or 50% Below: 14 or 50%	Min: 42,488 Max: 300,789	163,976
2021	19	107,751	Above: 9 or 47% Below: 10 or 53%	Min: 46,986 Max: 185,614	94,253
2022	40	111,970	Above: 16 or 40%	Min: 38,713	99,376

Opening Year	2023 Subsidiary Outlets and Franchised Outlets	2023 Average GC Sales	Number & % Above/Below Average	2023 Min/Max GC Sales	2023 Median GC Sales
			Below: 24 or 60%	Max: 254,415	
Total*	498	173,095	Above: 222 or 45% Below: 276 or 55%	Min: 36,316 Max: 779,311	163,976

Table #5a
Average Retail Sales for Subsidiary Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Subsidiary Outlets	2023 Average Retail Sales	Number & % Above/Below Average	2023 Min/Max Retail Sales	2023 Median Retail Sales
2009	1	98,881	n/a	n/a	n/a
2010	2	108,264	Above: 1 or 50% Below: 1 or 50%	Min: 103,449 Max: 113,079	108,264
2011	2	195,117	Above: 1 or 50% Below: 1 or 50%	Min: 104,433 Max: 285,800	195,117
2013	1	65,994	n/a	n/a	n/a
2014	2	103,460	Above: 1 or 50% Below: 1 or 50%	Min: 83,565 Max: 123,355	103,460
2015	3	119,106	Above: 2 or 67% Below: 1 or 33%	Min: 71,970 Max: 147,098	138,249
2016	1	102,844	n/a	n/a	n/a
2017	1	88,658	n/a	n/a	n/a
2018	1	102,896	n/a	n/a	n/a
2019	1	138,302	n/a	n/a	n/a
Total*	15	117,905	11/4	65,994	103,178

Table #5b
Average Retail Sales for Franchised Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Franchised Outlets	2023 Average Retail Sales	Number & % Above/Below Average	2023 Min/Max Retail Sales	2023 Median Retail Sales
2008 and Prior	20	112,673	Above: 9 or 45% Below: 11 or 55%	Min: 43,432 Max: 320,432	100,111
2009	6	108,378	Above: 3 or 50%; Below: 3 or 50%	Min: 43,731 Max: 170,815	114,509
2010	7	79,171	Above: 2 or 29% Below: 5 or 71%	Min: 51,632 Max: 165,185	65,610
2011	21	68,277	Above: 9 or 43% Below: 12 or 57%	Min: 22,674 Max: 150,000	60,818
2012	25	67,160	Above: 10 or 40% Below: 15 or 60%	Min: 7,311 Max: 162,649	61,111
2013	42	75,614	Above: 13 or 31% Below: 29 or 69%	Min: 21,767 Max: 266,806	60,869
2014	47	68,027	Above: 19 or 40% Below: 28 or 60%	Min: 21,386 Max: 195,293	61,069
2015	52	66,596	Above: 25 or 48% Below: 27 or 52%	Min: 1,819 Max: 158,354	66,318
2016	46	70,257	Above: 20 or 43% Below: 26 or 57%	Min: 11,625 Max: 193,175	67,589
2017	39	67,937	Above: 16 or 41% Below: 23 or 59%	Min: 9,246 Max: 216,507	59,232
2018	45	57,339	Above: 19 or 42% Below: 26 or 58%	Min: 14,358 Max: 134,646	51,495
2019	46	52,372	Above: 20 or 43% Below: 26 or 57%	Min: 9,223 Max: 122,390	49,646
2020	28	55,655	Above: 14 or 50% Below: 14 or 50%	Min: 5,903 Max: 120,882	54,626
2021	19	38,491	Above: 7 37% Below: 12 or 63%	Min: 11,118 Max: 78,601	35,827
2022	40	40,221	Above: 13 or 33% Below: 27 or 68%	Min: 15,765 Max: 183,769	34,702

Opening Year	2023 Franchised Outlets	2023 Average Retail Sales	Number & % Above/Below Average	2023 Min/Max Retail Sales	2023 Median Retail Sales
Total*	483	64,485	Above: 199 or 41% Below: 284 or 59%	Min: 1,819 Max: 320,432	60,869

Table #5c
Average Retail Sales for All Outlets by Year of Opening
Open 12 months or more
Calendar Year 2023

Opening Year	2023 Subsidiary Outlets & Franchised Outlets	2023 Average Retail Sales	Number and % Above/Below Average	2023 Min/Max Retail Sales	2023 Median Retail Sales
2008 and Prior	20	112,673	Above: 9 or 45% Below: 11 or 55%	Min: 43,432 Max: 320,432	100,111
2009	7	107,022	Above: 3 or 43% Below: 4 or 57%	Min: 43,731 Max: 170,815	103,540
2010	9	85,636	Above: 3 or 33% Below: 6 or 67%	Min: 51,632 Max: 165,185	70,337
2011	23	79,307	Above: 10 or 43% Below: 13 or 57%	Min: 22,674 Max: 285,800	64,554
2012	25	67,160	Above: 10 or 40% Below: 15 or 60%	Min: 7,311 Max: 162,649	61,111
2013	43	75,390	Above: 13 or 30% Below: 30 or 70%	Min: 21,767 Max: 266,806	61,194
2014	49	69,473	Above: 20 or 41% Below: 29 or 59%	Min: 21,386 Max: 195,293	61,757
2015	55	69,460	Above: 23 or 42% Below: 32 or 58%	Min: 1,819 Max: 158,354	67,184
2016	47	70,951	Above: 20 or 43% Below: 27 or 57%	Min: 11,625 Max: 193,175	69,330
2017	40	68,455	Above: 17 or 43% Below: 23 or 58%	Min: 9,246 Max: 216,507	59,661
2018	46	58,330	Above: 19 or 41%	Min: 14,358	51,968

Opening Year	2023 Subsidiary Outlets & Franchised Outlets	2023 Average Retail Sales	Number and % Above/Below Average	2023 Min/Max Retail Sales	2023 Median Retail Sales
			Below: 27 or 59%	Max: 134,646	
2019	47	54,200	Above: 20 or 43% Below: 27 or 57%	Min: 9,223 Max: 138,302	49,730
2020	28	55,655	Above: 14 or 50% Below: 14 or 50%	Min: 5,903 Max: 120,882	54,626
2021	19	38,491	Above: 7 or 37% Below: 12 or 63%	Min: 11,118 Max: 78,601	35,827
2022	40	40,221	Above: 13 or 33% Below: 27 or 68%	Min: 15,765 Max: 183,769	34,702
Total*	498	66,091	Above: 201 or 40% Below: 297 or 60%	Min: 1,819 Max: 320,432	61,194

Table #6
Average Size, First Year Net Rent and Landlord Allowance for Franchised Outlets
First Opened During 2023

Room Count	# Openings	Avg. Size	# and % Above/Below Avg.	Median Size	Min/Max Size	Avg. Rent	# and % Above/Below Avg.	Median Rent	Min/Max Rent	Avg. Landlord Contribution	# and % Above/Below Avg.	Median Landlord Contribution	Min /Max Landlord Contribution
7-9	10	2,408	Above: 5 or 50% Below: 5 or 50%	2,431	Min: 1,860 Max: 2,830	\$95,237	Above: 4 or 40% Below: 6 or 60%	\$89,277	Min: \$71,217 Max: \$133,280	\$147,406	Above: 5 or 50% Below: 5 or 50%	\$136,119	Min: \$51,054 Max: \$259,417
10-12	9	3,005	Above: 3 or 33% Below: 6 or 67%	2,980	Min: 2,400 Max: 3,500	\$113,306	Above: 5 or 56% Below: 4 or 44%	\$115,600	Min: \$72,480 Max: \$156,634	\$105,634	Above: 3 or 38% Below: 5 or 62%	\$85,767	Min: \$- Max: \$186,089
13-15	1	3,870	0/0	3,870	3,870	\$97,021	0	\$97,021	\$97,021	\$95,879	0	\$95,879	\$95,879

Room Count	# Openings	Avg. Size	# and % Above/ Below Avg.	Median Size	Min/Max Size	Avg. Rent	# and % Above/ Below Avg.	Median Rent	Min/Max Rent	Avg. Landlord Contribution	# and % Above/ Below Avg.	Median Landlord Contribution	Min /Max Landlord Contribution
Total	20	2,750	Above: 11 or 55% Below: 9 or 45%	2,787	Min: 1,860 Max: 3,870	\$103,457	Above: 10 or 54% Below: 10 or 46%	\$102,730	Min: \$71,217 Max: \$156,634	\$127,106	Above: 8 or 42% Below: 11 or 58%	\$118,391	Min: \$- Max: \$259,417

Table #7*
Corporate Spa Average Revenue and Expenses for Fourteen (14) Subsidiary Outlets for the Calendar Year 2023

	Average	Median	# / % Attaining or Exceeding Average	High/Low
Gross Sales	\$2,156,024	\$1,947,740	6 and 42.9%	\$1,259,152 / \$3,422,872
Labor and Benefit Costs	\$997,807	\$968,703	6 and 42.9%	\$623,232 / \$1,511,219
Occupancy Costs	\$141,054	\$136,070	6 and 42.9%	\$99,637 / \$180,255
Royalties/National Marketing	\$149,083	\$136,342	6 and 42.9%	\$88,141 / \$239,601
Other Operating Costs	\$384,143	\$358,557	5 and 35.7%	\$292,465 / \$581,548

***See Note 11.**

Notes to this Item 19:

1. For the purposes of this Item 19, “Gross Sales” means the aggregate of all revenue collected from the sale of products, gift cards, barter or exchange, complimentary services, prepaid services and services from all sources in connection with the franchised business whether for check, cash, credit or otherwise, including all proceeds from any business interruption insurance, but excluding tips received by massage therapists and estheticians, any sales and equivalent taxes that you collect and pay to any governmental taxing authority, and the value of any allowance issued or granted to any of your customers that you credit in full or partial satisfaction of the price of any products and services offered by the franchised business.

2. For Tables 1 through 3, Average Gross Sales is defined as the sum of the Gross Sales of the included outlets, divided by the total number of included outlets.

3. The businesses presented above range in size from 6 to 20 treatment rooms per location.

4. “Average Number of Members” is the average number of members reported by the included franchised outlet who have joined Hand and Stone’s Lifestyle program as monthly, annual or prepaid members (but excluding three-month memberships) and pay a monthly membership fee currently ranging from \$69.95 to \$89.95 per month. The Average Number of Members is defined as the sum of the members reported by the included franchised outlet divided by the total number of included franchised outlets. The Average Number of Members count does not deduct suspended or frozen members who are not currently paying monthly fees.

5. “Year Opened” is defined as the number of outlets that opened in the stated year, provided that the figures for 2008 also include outlets opened in the 2006 and 2007 calendar years.

6. “Facial Sales” are defined as Gross Sales of skin care services and products, including facials, microdermabrasion, and peels and are included in the average gross sales above. The Average Facial Sales is defined as the sum of the Facial Sales of the included outlets divided by the total number of included outlets.

7. “Size” refers to the size of the gross leasable square footage of the outlet. The Average Size is defined as the sum of the Size of the included outlet divided by the number of included outlets.

8. “First Year Net Rent” means the aggregate of all rental costs during the first year of operation to include rent price per square foot, taxes, insurance, and common area maintenance costs while deducting any rental abatements granted by the landlord. The Average First Year Gross Rent is defined as the sum of First Year Gross Rent of the included outlets divided by the total number of included outlets.

9. “Average TI” means the average tenant improvement allowance granted from a landlord to a franchisee to contribute to the tenant's construction build out of leasehold improvements. There were 20 franchised outlets that opened in 2023.

10. “Median” represents the middle number of which half of the included outlets exceeded and half did not.

11. Table #7 reflects certain performance information for the fourteen (14) Subsidiary Outlets that were owned and operated by our affiliates for the entirety of the 2023 Calendar Year. One (1) of the fifteen (15) Subsidiary Outlets were excluded from the results presented in Table #57 because they were acquired by our affiliate in the 2023 Calendar Year. The fourteen (14) Subsidiary Outlets are mature

businesses that have been in operation for between three (3) years and thirteen (13) years. Fourteen of the Subsidiary Outlets are located in Florida and 1 Subsidiary Outlet is located in New Jersey. Table #57 reflects the following average expenses for the 14 Subsidiary Outlets during the 2023 Calendar Year, as reported to us by the 14 Subsidiary Outlets:

- a. “Gross Sales”, or the average of all Gross Sales for the 14 Subsidiary Outlets during the 2023 Calendar Year.
- b. “Labor and Benefit Costs” means the total direct and indirect labor costs of manager and hourly wages, payroll taxes and employment benefits incurred by the 14 Subsidiary Outlets during the 2023 Calendar Year. Labor and Benefits Costs does not include owners’ pay.
- c. “Occupancy Costs” means the total base rent, triple net charges (common area maintenance, insurance and taxes) reported to have been paid by the 14 Subsidiary Outlets during the 2023 Calendar Year.
- d. “Royalties / National Marketing” means the total Royalty Fees and National Marketing Fees paid to us by the 14 Subsidiary Outlets during the 2023 Calendar Year.
- e. “Other Operating Costs” includes the following expenses incurred by the 14 Subsidiary Outlets during the 2023 Calendar Year: local advertising, supplies and linens, equipment, IT/software, promotional and loyalty program expenses, insurance and credit card processing fees. Certain incurred shared expenses that are allocated to the operation of all subsidiary locations have been excluded from this category.
- f. The expenses presented in Table #57 do not include all expenses incurred by the 14 Subsidiary Outlets during the 2023 Calendar Year. You may incur additional costs and expenses.
- g. The performance information presented in Table #57 was included as part of the overall results of Hand and Stone Franchise LLC which are audited. However, these affiliate results are not independently verified or separately audited.

Assumptions

1. With the exception of the limited expense information presented in Table #7 for the 14 Subsidiary Outlets, this analysis does not contain information concerning operating costs or expenses, including royalty and advertising or other costs or expenses that must be deducted from gross sales. Operating costs and expenses may vary substantially from outlet to outlet. Franchisees or former franchisees listed in this franchise disclosure document may be one source of this information.

2. We recommend that you consult with an attorney and other business advisors before purchasing a franchise. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a Franchised Business.

3. **Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.**

Other than the preceding financial performance representation, Hand and Stone Franchise LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing

outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Jennifer Durham at 1210 Northbrook Drive, Suite 150, Trevoese, PA 19053 (Telephone: 215.259.7540), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2021, 2022, and 2023

Outlet Type	Year	Outlets at the start of the year	Outlets at the end of the year	Net Change
Franchised	2021	449	461	+12
	2022	461	487	+26
	2023	487	527	+40*
Company-Owned	2021	2	12	+10
	2022	12	14	+2
	2023	14	15	+1
Total Outlets	2021	451	473	+22
	2022	473	501	+28
	2023	501	542	+41

*This figure includes twenty-four (24) Outlets that converted to the System in the 2023 calendar year (the “Conversion Outlets”).

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2021,2022, and 2023

State	Year	Number of Transfers
AZ	2021	2
	2022	2
	2023	0
CA	2021	0
	2022	0
	2023	0
CO	2021	4
	2022	3
	2023	0
DE	2021	1
	2022	0

State	Year	Number of Transfers
	2023	0
FL	2021	2
	2022	8
	2023	6
GA	2021	0
	2022	2
	2023	2
IL	2021	2
	2022	2
	2023	0
IN	2021	0
	2022	1
	2023	0
MA	2021	0
	2022	0
	2023	1
MI	2021	1
	2022	0
	2023	0
NC	2021	3
	2022	1
	2023	11
NJ	2021	9
	2022	4
	2023	5
NY	2021	2
	2022	3
	2023	3
OH	2021	2
	2022	1
	2023	5
OR	2021	4
	2022	0
	2023	0
PA	2021	2

State	Year	Number of Transfers
	2022	4
	2023	2
SC	2021	0
	2022	0
	2023	1
TN	2021	0
	2022	0
	2023	1
TX	2021	1
	2022	2
	2023	3
UT	2021	0
	2022	0
	2023	0
VA	2021	2
	2022	0
	2023	0
WI	2021	0
	2022	1
	2023	0
WA	2021	0
	2022	1
	2023	0
Total	2021	37
	2022	35
	2023	40

**Table No. 3
Status of Franchised Outlets
For years 2021, 2022, and 2023**

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	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3

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
	2023	3	3	0	0	0	0	6
Arizona	2021	14	1	0	0	0	0	15
	2022	15	1	0	0	0	0	16
	2023	16	0	0	0	0	0	16
California	2021	20	0	0	0	0	0	20
	2022	20	1	1	0	0	0	20
	2023	20	7	0	0	0	0	27
Colorado	2021	18	0	0	0	0	0	18
	2022	18	1	0	0	0	0	19
	2023	19	1	0	0	0	0	20
Connecticut	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	2	0	0	0	0	3
Delaware	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Florida	2021	66	3	0	0	10	0	59
	2022	59	8	1	0	3	0	63
	2023	63	5	0	0	1	0	67
Georgia	2021	8	0	0	0	0	0	8
	2022	8	0	1	0	0	0	7
	2023	7	1	0	0	0	0	8
Idaho	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Illinois	2021	16	0	0	0	0	0	16
	2022	16	1	0	0	0	0	17
	2023	17	0	0	0	0	0	17
Indiana	2021	3	1	0	0	0	0	4
	2022	4	1	0	0	0	0	5

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
	2023	5	0	0	0	0	0	5
Kansas	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Kentucky	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Maryland	2021	7	1	0	0	0	0	8
	2022	8	3	0	0	0	0	11
	2023	11	1	0	0	0	0	12
Massachusetts	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	1	0	0	0	4
Michigan	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	10	0	0	0	0	19
Minnesota	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Missouri	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Nebraska	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Nevada	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
New Hampshire	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2

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
	2023	2	0	0	0	0	0	2
New Jersey	2021	59	0	0	0	0	0	59
	2022	59	1	0	0	0	0	60
	2023	60	1	0	0	0	0	61
New York	2021	20	2	0	0	0	0	22
	2022	22	0	0	0	0	0	22
	2023	22	0	1	0	0	0	21
North Carolina	2021	24	2	0	0	0	0	26
	2022	26	1	0	0	0	0	27
	2023	27	1	0	0	0	0	28
Ohio	2021	14	0	0	0	0	0	14
	2022	14	2	0	0	0	0	16
	2023	16	4	0	0	0	0	20
Oklahoma	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Oregon	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Pennsylvania	2021	43	3	0	0	0	0	46
	2022	46	1	0	0	0	0	47
	2023	47	2	0	0	0	0	49
South Carolina	2021	6	1	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	1	0	0	0	0	8
Tennessee	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Texas	2021	50	5	0	0	0	0	55
	2022	55	6	0	0	0	0	61

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
	2023	61	1	0	0	0	0	62
Utah	2021	3	0	0	0	0	0	3
	2022	3	3	0	0	0	0	6
	2023	6	1	0	0	0	0	7
Virginia	2021	18	1	0	0	0	0	19
	2022	19	0	0	0	0	0	19
	2023	19	1	0	0	0	0	20
Washington	2021	11	0	0	0	0	0	11
	2022	11	0	1	0	0	0	10
	2023	10	0	0	0	0	0	10
Wisconsin	2021	4	0	0	0	0	0	4
	2022	4	1	2	0	0	0	3
	2023	3	1	0	0	0	0	4
Total	2021	449	22	0	0	10	0	461
	2022	461	35	6	0	3	0	487
	2023	487	43	2	0	1	0	527

**Table No. 4
Status of Company-Owned* Outlets
For years 2021, 2022, and 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
New Jersey	2021	2	0	0	0	0	2
	2022	2	0	0	1	0	1
	2023	1	0	0	0	0	1
Florida	2021	0	0	10	0	0	10
	2022	10	0	3		0	13
	2023	13	0	1	0	0	14
Total	2021	2	0	10	0	0	12

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	2022	12	0	3	1	0	14
	2023	14	0	1	0	0	15

*As described in Item 1, our Subsidiaries own and operate one Hand and Stone Massage and Facial Spa unit in New Jersey. We do not own or operate any Hand and Stone Massage and Facial Spa units.

Table No. 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets in The Next Year
Alabama	2	1	0
Arizona	1	0	0
California	1	1	0
Colorado	0	0	0
Florida	21	9	0
Georgia	1	1	0
Hawaii	2	1	0
Idaho	0	0	0
Illinois	9	4	0
Indiana	1	1	0
Kansas	1	0	0
Kentucky	0	0	0
Louisiana	2	1	0
Massachusetts	0	0	0
Maryland	2	1	0
Michigan	2	1	0
Minnesota	0	0	0
New Jersey	1	1	0
Nevada	0	0	0
New York	1	1	0
North Carolina	4	1	0
Ohio	9	4	0
Oregon	0	0	0
Pennsylvania	4	2	0
South Carolina	6	4	0
Tennessee	6	2	0

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in The Next Fiscal Year	Projected New Company-Owned Outlets in The Next Year
Texas	6	3	0
Utah	2	2	0
Virginia	<u>1</u>	3	0
Washington	0	0	0
Wisconsin	0	1	0
Wyoming	0	0	0
Total	88	45	0

A list of all of our franchisees and regional developers is attached as Exhibits E and G to this Disclosure Document, respectively.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee and regional developer who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed in Exhibits F and H to 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 fiscal years, franchisees that have terminated their franchise agreements and are no longer in the Hand & Stone system have signed confidentiality provisions that restrict their ability to speak openly about their experience with the Hand and Stone System.

There are no trademark-specific organizations formed by our franchisees that are associated with the Hand and Stone System.

ITEM 21 **FINANCIAL STATEMENTS**

Exhibit C to this Disclosure Document contains our audited financial statements as of December 31, 2021, December 31, 2022, and December 31, 2023. Our fiscal year end is December 31.

ITEM 22 **CONTRACTS**

Exhibit D: Franchise Agreement (with exhibits).
Exhibit J: Software Sublicense Agreement
Exhibit K: Architectural Services Agreement
Exhibit L: General Release.

ITEM 23
RECEIPTS

Our copy and your copy of the Disclosure Document Receipt are located on the last two pages of this Disclosure Document.

EXHIBIT A TO THE DISCLOSURE DOCUMENT
LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, Hand and Stone Franchise LLC has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which Hand and Stone Franchise LLC has appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed.

<p><u>CALIFORNIA</u></p> <p>Commissioner California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677</p> <p>2101 Arena Blvd. Sacramento, CA 95834 (916) 445-7205</p> <p>1350 Front Street San Diego, CA 92101 (619) 525-4233</p> <p>One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565</p>	<p><u>CONNECTICUT</u></p> <p>State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230</p> <p>Agent: Banking Commissioner</p>
<p><u>HAWAII</u> (state administrator)</p> <p>Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p> <p>(agent for service of process)</p> <p>Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722</p>	<p><u>ILLINOIS</u></p> <p>Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>

<p><u>INDIANA</u> (state administrator)</p> <p>Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681</p> <p>(agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531</p>	<p><u>MARYLAND</u> (state administrator)</p> <p>Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p> <p>(for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p>
<p><u>MICHIGAN</u> (state administrator)</p> <p>Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street, 1st Floor Lansing, Michigan 48933 (517) 373-7117</p> <p>(for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909</p>	<p><u>MINNESOTA</u> (state administrator)</p> <p>Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 296-6328</p> <p>(for service of process) Minnesota Commissioner of Commerce</p>
<p><u>NEW YORK</u> (state administrator)</p> <p>Officer of the New York Attorney General Investor Protection Bureau Franchise Section 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236 (phone)</p> <p>(for service of process) Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492</p>	<p><u>NORTH DAKOTA</u></p> <p>North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712</p>

<p><u>OREGON</u></p> <p>Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387</p>	<p><u>RHODE ISLAND</u></p> <p>Securities Division Department of Business Regulation, Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582</p>
<p><u>SOUTH DAKOTA</u></p> <p>Division of Securities Department of Revenue & Regulation 445 East Capitol Avenue Pierre, South Dakota 57501 (605) 773-4823</p>	<p><u>VIRGINIA</u></p> <p>State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p> <p>(for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733</p>
<p><u>WASHINGTON</u> (state administrator)</p> <p>Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760</p> <p>(for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501</p>	<p><u>WISCONSIN</u> (state administrator)</p> <p>Division of Securities Department of Financial Institutions 345 W. Washington Ave., 4th Floor Madison, Wisconsin 53703 (608) 266-1064</p> <p>(for service of process) Administrator, Division of Securities Department of Financial Institutions 345 W. Washington Ave., 4th Floor Madison, Wisconsin 53703</p>

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FRANCHISE AGREEMENT

EXHIBIT E TO THE DISCLOSURE DOCUMENT
LIST OF ACTIVE FRANCHISE OWNERS – 12/31/2023

	Address	Contact Details	Owner
Alabama			
	3800 Gulf Shores Parkway Gulf Shores, Alabama 36542	(251) 283-0800	Jeff Hoover
	935 Bob Wallace Avenue Huntsville, Alabama 35801	(256) 384-1178	Ayesha Patel
	935 Bob Wallace Avenue Huntsville, Alabama 35801	(256) 384-1178	Niru Patel
	8334A Highway 72 W. Madison, Alabama 35758		Niru Patel
	8334A Highway 72 W. Madison, Alabama 35758	(256) 850-1099	Ayesha Patel
	1225 Satchel Paige Drive Mobile, Alabama 36606	(251) 263-0095	Jill Johnson
	10200 Eastern Shore Blvd. Spanish Fort, Alabama 36527	(251) 244-6499	Jill Johnson
	716 Montgomery Highway Vestavia Hills, Alabama 35216	(205) 588-0613	Caroline Goldasich
	716 Montgomery Highway Vestavia Hills, Alabama 35216	(205) 588-0613	John Goldasich
Arizona			
	4940 East Ray Road Phoenix, Arizona 85044	(480) 961-0027	Jeff Flannery

	39504 N. Daisy Mountain Dr. Anthem, Arizona 85086	(623) 551-6602	David Mantione
	39504 N. Daisy Mountain Dr. Anthem, Arizona 85086	(623) 551-6602	Tara Mantione
	2925 South Alma School Road Chandler, Arizona 85286	(480) 665-5600	Jeff Flannery DTRT LLC
	2765 S. Market Street Gilbert, Arizona 85295	(480) 237-4496	Anita Rogers AKR22 Limited, LLC
	3870 W. Happy Valley Road Glendale, Arizona 85310	(623) 200-5300	Jeff Flannery
	1981 N Pebble Creek Parkway Goodyear, Arizona 85395	(623) 934-3562	Jeff Flannery Rejuvenate Inc.
	31309 N. Scottsdale Rd. Scottsdale, Arizona 85266	(480) 575-1000	Mitch Brown Pivotal Sales Group LLC
	31309 N. Scottsdale Rd. Scottsdale, Arizona 85266	(480) 575-1000	Skip Papanikolas Pivotal Sales Group LLC
	4727 East Cactus Road Phoenix, Arizona 85032	(602) 992-2268	Jeff Flannery
	24640 North Lake Pleasant Parkway Peoria, Arizona 85383	(623) 806-8403	Jesse Sadowy
	24640 North Lake Pleasant Parkway Peoria, Arizona 85383	(623) 806-8403	Jennifer Clayton
	7381 West Bell Rd. Peoria, Arizona 85382	(623) 878-6225	Jeff Flannery Flannery Enterprises LLC
	742 E. Glendale Avenue Phoenix, Arizona 85020	(480) 841-5700	Jack Snyder

	21001 North Tatum Blvd. Phoenix, Arizona 85050	(480) 269-0612	Beena Thattil
	20784 E Victoria Lane Queen Creek, Arizona 85142	(602) 281-8844	Jeff Flannery DTRT, LLC
	15233 North 87th Street Scottsdale, Arizona 85266	(480) 991-5100	Mr. Eric Brown
	15233 North 87th Street Scottsdale, Arizona 85266	(480) 991-5100	Mrs. Natalie Brown
	7620 E. Indian School Road Scottsdale, Arizona 85251	(480) 939-5228	Anita Rogers RAR22 Limited LLC
	13794 West Waddell Road Surprise, Arizona 85379	(623) 399-6262	Steve Bhatia Desert Therapeutic Spa
California			
	2661 Blanding Avenue Alameda, California 94501	(510) 523-3500	Jeff Flannery
	2549 Imperial Hwy Brea, California 92821	(714) 786-8434	Mr. Patrick Garrett
	2549 Imperial Hwy Brea, California 92821	(714) 786-8434	Cynthia Floriani
	2549 Imperial Hwy Brea, California 92821	(714) 786-8434	John Garrett
	5561 Lone Tree Way Brentwood, California 94513	(925) 626-7188	Jeff Flannery
	13247 South Street Cerritos, California 90703	(562) 375-6370	Jennifer Fas JRM Wellness, Inc.
	13247 South Street Cerritos, California 90703	(562) 375-6370	Ray Fas JRM Wellness, Inc.

	4200 Chino Hills Parkway Chino Hills, California 91709	(909) 597-9717	Irma Alt Alt H&S Corporation
	840 Herndon Ave. Clovis, California 93612	(559) 475-6680	LeeAnn Prideaux
	840 Herndon Ave. Clovis, California 93612	(559) 475-6680	Robin Prideaux
	1312 E Ontario Ave Ste 103 Corona, California		Jabrey Eljahmi
	223 E. 17th Street Costa Mesa, California 92627	(949) 645-4823	David Beser D Beser Venture Capital
	3815 Overland Avenue Culver City, California 90232	(424) 226-1658	Diane Geissler Juliet Enterprises, Inc.
	11 Railroad Ave. Danville, California 94526	(925) 885-6040	Ariel Ben-Zeev
	11 Railroad Ave. Danville, California 94526	(925) 885-6040	Eliana Ben-Zeev
	5294 Dublin Blvd. Dublin, California 94568	(925) 828-8500	Ahmad Ahmadzia The Dehzia Group LLC
	80 El Camino Fresno, California 93720	(559) 573-8899	LeeAnn Prideaux
	80 El Camino Fresno, California 93720	(559) 573-8899	Robin Prideaux
	19732 Beach Boulevard Huntington Beach, California 92648	(714) 962-2423	David Beser Blue Star Capital, LLC
	30836 South Coast Highway Laguna Beach, California 92651	(949) 715-5567	David Beser
	23708-C El Toro Lake Forest, California	(949) 503-0900	Catrina Tang

	92630		
	23708-C El Toro Lake Forest, California 92630	(949) 503-0900	Shawn Fuller
	6786 Bernal Ave Pleasanton, California 94566	(925) 426-4772	Jeff Flannery
	19300 Rinaldi Street Porter Ranch, California 91326	(818) 366-8866	Henry Mandell Rubicon Wellness, LLC
	19300 Rinaldi Street Porter Ranch, California 91326	(818) 366-8866	Sheryl Mandell Rubicon Wellness, LLC
	8710 19th St Ste 120 Rancho Cucamonga,, California	(909) 941-1144	Anwar Harb
	8710 19th St Ste 120 Rancho Cucamonga,, California	(909) 941-1144	Diana Mohamad
	30652 Rancho Santa Margarita Parkway Rancho Santa Margarita, California 92688	(949) 713-1333	Bernadette Reid IMUA Kakou Inc.
	30652 Rancho Santa Margarita Parkway Rancho Santa Margarita, California 92688	(949) 713-1333	Gus Reid IMUA Kakou Inc.
	6041 Magnolia Ave Riverside, California		Habib Abbas
	10755 SCRIPPS POWAY PKWY STE G SAN DIEGO, California	(858) 689-1700	Lisa Flanders
	310 S TWIN OAKS VALLEY RD STE 104 SAN MARCOS, California	(760) 425-4004	Lisa Flanders

	270 Northgate One San Rafael, California 94903	(415) 499-9600	Jeff Flannery
	40665 Winchester Rd Ste 3 Temecula, California		Jabrey Eljahmi
	2024 Avenida De Los Arboles Thousand Oaks, California 91362	(805) 246-1450	Sheryl Mandell Pura Vida Wellness LLC
	2024 Avenida De Los Arboles Thousand Oaks, California 91362	(805) 246-1450	Henry Mandell Pura Vida Wellness LLC
	2981 El Camino Real Tustin, California 92782	(714) 505-6600	Catrina Tang Tang & Fuller, Inc.
	2981 El Camino Real Tustin, California 92782	(714) 505-6600	Shawn Fuller Tang & Fuller, Inc.
	4229 S. Mooney Blvd. Visalia, California	(559) 578-8849	Rosie Dunkle
	32100 Clinton Keith Rd #D Wildomar, California		Jabrey Eljahmi
Colorado			
	7705 Wadsworth Boulevard Arvada, Colorado 80003	(303) 940-3300	David Ivener
	6554 S. Parker Road Aurora, Colorado 80016	(303) 400-4333	Melissa Ramstetter
	6554 S. Parker Road Aurora, Colorado 80016	(303) 400-4333	Kyle Ramstetter
	24300 E. Smoky Hill Road Aurora, Colorado 80016	(303) 766-2266	John Lloyd
	24300 E. Smoky Hill Road Aurora, Colorado 80016	(303) 766-2266	Brian Bowen

	2525 Arapahoe Avenue Boulder, Colorado 80302	(720) 500-1200	Ellen Ivener
	2525 Arapahoe Avenue Boulder, Colorado 80302	(720) 500-1200	David Ivener
	1345 New Beale Street Castle Rock, Colorado 80108	(720) 642-7000	Mr. Jon Martin
	1345 New Beale Street Castle Rock, Colorado 80108	(720) 642-7000	Chrysse Preonas
	9673 Prominent Point Colorado Springs, Colorado 80924	(719) 358-5140	Anne Porter Two Stones LLC
	9673 Prominent Point Colorado Springs, Colorado 80924	(719) 358-5140	Michael Porter Two Stones LLC
	1670 E Cheyenne Mountain Blvd Colorado Springs, Colorado 80906	(719) 362-1033	Mr. Jay Styles
	1670 E Cheyenne Mountain Blvd Colorado Springs, Colorado 80906	(719) 362-1033	Mrs. Lorine Grosso
	5262 N. Nevada Avenue Colorado Springs, Colorado	(719) 428-0355	Lauren Dyste
	250 Columbine Street Denver, Colorado 80206	(303) 394-4444	Noah Glick Keuka-CC, LLC
	1512 Larimer Street Denver, Colorado 80202	(303) 534-1005	Brian Bowen BLS, LLC
	1512 Larimer Street Denver, Colorado 80202	(303) 534-1005	John Lloyd BLS, LLC
	1512 Larimer Street Denver, Colorado 80202	(303) 534-1005	Martin Steinberg BLS, LLC

	3333 South Tamarac Drive Denver, Colorado 80231	(303) 337-4444	Erik Bostrom High Glen LLC
	8370 Northfield Blvd. Denver, Colorado 80238	(303) 574-0150	Noah Glick Seneca-ST, LLC
	5050 South Federal Blvd. Englewood, Colorado 80110	(720) 500-0502	Chryse Preonas CPJM Spa Co
	150 East Harmony Road Fort Collins, Colorado 80525	(970) 251-1075	Kyle Ramstetter Serenity Spas Incorporated
	150 East Harmony Road Fort Collins, Colorado 80525	(970) 251-1075	Melissa Ramstetter Serenity Spas Incorporated
	2030A East County Line Road Highlands Ranch, Colorado 80126	(303) 586-5700	Erik Bostrom The Hot Rock, LLC
	7650 W. Virginia Avenue Lakewood, Colorado 80226	(303) 232-8772	Liming Huang Evergreen Wellness, LLC
	14500 W. Colfax Avenue Lakewood, Colorado 80401	(720) 805-0500	Erik Bostrom Lone Ranch, LLC
	8246 W. Bowles Avenue Littleton, Colorado 80123	(303) 933-2006	Erik Bostrom Resting Raven, LLC
	11120 S. Twenty Mile Rd. Parker, Colorado 80134	(303) 805-4200	Melissa Ramstetter
	11120 S. Twenty Mile Rd. Parker, Colorado 80134	(303) 805-4200	Kyle Ramstetter
	5140 W. 120th Avenue Westminster, Colorado 80020	(303) 464-1111	Brian Bulatovic

	5140 W. 120th Avenue Westminster, Colorado 80020	(303) 464-1111	Julie Bulatovic
Connecticut			
	143 Federal Road Brookfield, Connecticut 6804	(203) 775-2244	Robert Durr
	542 Westport Avenue Norwalk, Connecticut	(203) 803-4448	Robert Tobias
	400 Boston Post Road Orange, Connecticut	(203) 678-8088	Robert Tobias
Delaware			
	213 Governors Place Bear, Delaware 19701	(302) 838-1011	Diana Simons Right Touch LLC
	401 South Ridge Avenue Middletown, Delaware 19709	(302) 257-5550	Diana Simons Spa With Us, LLC
	302 Suburban Drive Newark, Delaware 19711	(302) 444-0199	Eric Danver FGG Spa, LLC
	3596 Concord Pike Wilmington, Delaware 19803	(302) 478-1700	Eric Danver FGG Spa, LLC
	4397 Kirkwood Hwy Wilmington, Delaware 19808	(302) 633-1400	Eric Danver FGG Spa, LLC
Florida			
	2108 N. Federal Highway Boca Raton, Florida 33431	(561) 500-7772	Lauren Kulberg Krishna Michigan Massage LLC
	2108 N. Federal Highway Boca Raton, Florida 33431	(561) 500-7772	Michael Kulberg Krishna Michigan Massage LLC
	11009 Causeway Boulevard Brandon, Florida 33511	(813) 409-3848	James Weaver Clarion Spas Inc.

	11009 Causeway Boulevard Brandon, Florida 33511	(813) 409-3848	Rene Tirado Clarion Spas Inc.
	11009 Causeway Boulevard Brandon, Florida 33511	(813) 409-3848	Connie Weaver Clarion Spas Inc.
	13129 North Dale Mabry Highway Tampa, Florida 33618	(813) 957-7131	Katie Danver
	13129 North Dale Mabry Highway Tampa, Florida 33618	(813) 957-7131	Eric Danver
	2675 Gulf To Bay Blvd. Clearwater, Florida 33759	(727) 608-1610	Arlene Walker
	2675 Gulf To Bay Blvd. Clearwater, Florida 33759	(727) 608-1610	Brenda Markland
	9224 Wiles Road Coral Springs, Florida 33067	(954) 388-0779	James Egan J & S Spa Services LLC
	9224 Wiles Road Coral Springs, Florida 33067	(954) 388-0779	Jasjot Paul Singh J & S Spa Services LLC
	9224 Wiles Road Coral Springs, Florida 33067	(954) 388-0779	Sunitee Singh J & S Spa Services LLC
	1333 Posner Boulevard Davenport, Florida 33837	(863) 758-2264	Rob Beers
	1333 Posner Boulevard Davenport, Florida 33837	(863) 758-2264	Alicia Beers
	1829 S. University Drive Davie, Florida 33324	(954) 472-2288	James Egan J & J Spa Services, LLC
	1293 Cornerstone Blvd. Daytona Beach, Florida 32114	(386) 310-0919	David Norman IFGO Partners, LLC

	1293 Cornerstone Blvd. Daytona Beach, Florida 32114	(386) 310-0919	Wendy Norman IFGO Partners, LLC
	2441 S. Woodland Blvd. DeLand, Florida 32720	(386) 219-1970	Amy Bradley AVBB, Inc.
	2441 S. Woodland Blvd. DeLand, Florida 32720	(386) 219-1970	Brad Bradley AVBB, Inc.
	900 Linton Boulevard Delray Beach, Florida 33444	(561) 443-5520	Kelli Marazzi and William Marazzi Krishna Michigan Massage LLC
	900 Linton Boulevard Delray Beach, Florida 33444	(561) 443-5520	William Marazzi and Kelli Marazzi Krishna Michigan Massage LLC
	34940 Emerald Coast Parkway Destin, Florida 32541	(850) 389-0015	Maria Williams Branwen LLC
	34940 Emerald Coast Parkway Destin, Florida 32541	(850) 389-0015	Jeff Sweeney Branwen LLC
	34940 Emerald Coast Parkway Destin, Florida 32541	(850) 389-0015	Don Williams Branwen LLC
	8450 NW 53rd Street Doral, Florida 33166	(305) 726-0221	Bijal Patel Sap Spa, LLC
	8450 NW 53rd Street Doral, Florida 33166	(305) 726-0221	Himanshu Patel Sap Spa, LLC
	21301 South Tamiami Trail Estero, Florida 33928	(239) 992-0434	Tara McLain
	5000 US Hwy. 17 Fleming Island, Florida 32003	(904) 215-7727	Tara McLain JTLM Enterprises
	2384 North Federal Highway Ft. Lauderdale, Florida 33305	(954) 870-7445	James Egan HS Fort Lauderdale, LLC
	6891 Daniels Parkway Fort Myers, Florida	(239) 747-6750	James Egan JC Gulfcoast LLC

	33966		
	4122 NW 16th Boulevard Gainesville, Florida 32605	(352) 877-4510	Tara McLain
	3307 Sheridan Street Hollywood, Florida 33021	(954) 324-4575	Jasjot Paul Singh
	3307 Sheridan Street Hollywood, Florida 33021	(954) 324-4575	Sunitee Singh
	9965 SAN JOSE BLVD #4 JACKSONVILLE, Florida	(904) 880-0050	Lishell Toney
	1858 3rd Street South Jacksonville Beach, Florida 32250	(904) 512-7588	Shailesh Patel Infinite Wellness Spas, LLC
	8310 Mills Drive Miami (Kendall), Florida 33183	(305) 595-5262	Eric Danver
	2645 W Osceola Parkway Kissimmee, Florida 34741	(407) 343-0035	Rob Beers Pentagon Group of Florida
	2645 W Osceola Parkway Kissimmee, Florida 34741	(407) 343-0035	Alicia Beers Pentagon Group of Florida
	4750 South Florida Ave Lakeland, Florida 33813	(863) 940-4789	James Weaver Clarion Spas Inc.
	4750 South Florida Ave Lakeland, Florida 33813	(863) 940-4789	Rene Tirado Clarion Spas Inc.
	4750 South Florida Ave Lakeland, Florida 33813	(863) 940-4789	Connie Weaver Clarion Spas Inc.
	6375 North Wickham Road Melbourne, Florida 32940	(321) 319-3550	Elizabeth Whitby Whitsend Spa Company, LLC

	7423 Miami Lakes Drive Miami Lakes, Florida 33014	(305) 846-9424	Rebecca Sanchez Julor Investments V, LLC
	7423 Miami Lakes Drive Miami Lakes, Florida 33014	(305) 846-9424	Jennifer Sanchez Julor Investments V, LLC
	7423 Miami Lakes Drive Miami Lakes, Florida 33014	(305) 846-9424	Juliana Rojas Julor Investments V, LLC
	7423 Miami Lakes Drive Miami Lakes, Florida 33014	(305) 846-9424	Omar Javier Sanchez Julor Investments V, LLC
	2609 SW 147th Avenue Miami, Florida 33185	(786) 605-5010	Bijal Patel
	2609 SW 147th Avenue Miami, Florida 33185	(786) 605-5010	Himanshu Patel
	17315 US-441 Mount Dora, Florida 32757	(352) 325-5390	Amy Bradley AVBB, LLC
	17315 US-441 Mount Dora, Florida 32757	(352) 325-5390	Brad Bradley AVBB, LLC
	8850 Founders Square Drive Naples, Florida 34120	(239) 306-8815	Michael Hendershott
	8850 Founders Square Drive Naples, Florida 34120	(239) 306-8815	Kathy Hendershott
	9128 Strada Place Naples, Florida 34108	(239) 254-0454	Tara McLain
	1602 NE Miami Gardens Drive North Miami Beach, Florida 33179	(786) 332-5995	Rebecca Sanchez Julor Investments IV, LLC
	1602 NE Miami Gardens Drive North Miami Beach, Florida 33179	(786) 332-5995	Jennifer Sanchez Julor Investments IV, LLC

	1602 NE Miami Gardens Drive North Miami Beach, Florida 33179	(786) 332-5995	Julia Sanchez Julor Investments IV, LLC
	1602 NE Miami Gardens Drive North Miami Beach, Florida 33179	(786) 332-5995	Omar Sanchez Julor Investments IV, LLC
	3980 SW 26th Court Ocala, Florida 34471	(352) 342-9538	Ronald Urton
	3980 SW 26th Court Ocala, Florida 34471	(352) 342-9538	Stephanie Urton
	2823 South Orange Avenue Orlando, Florida 32806	(407) 203-8926	Derek Sunderland Vondek Enterprises Inc.
	2823 South Orange Avenue Orlando, Florida 32806	(407) 203-8926	Yvonne Sunderland Vondek Enterprises Inc.
	7600 Dr. Phillips Blvd. Orlando, Florida 32819	(407) 321-2121	Andrew Mellen
	7600 Dr. Phillips Blvd. Orlando, Florida 32819	(407) 321-2121	Kirk Sorenson
	12278 Narcoossee Road Orlando, Florida 32827	(407) 240-2772	Robert Dugan
	12278 Narcoossee Road Orlando, Florida 32827	(407) 240-2772	Connie Dugan
	2710 SW Martin Downs Blvd. Palm City, Florida 34990	(772) 222-6915	Elizabeth Whitby
	5200 FL-100 Palm Coast, Florida 32164	(386) 270-1200	Pamela O'Neill Pamper You, LLC
	306 East Lake Rd. S. Palm Harbor, Florida 34685	(727) 565-0605	James Weaver Clarion Spas Inc.
	306 East Lake Rd. S. Palm Harbor, Florida 34685	(727) 565-0605	Rene Tirado Clarion Spas Inc.

	14983 S. Dixie Hwy Palmetto Bay, Florida 33176	(786) 772-0102	Eric Danver
	15600 Panama City Beach Parkway Panama City Beach, Florida 32413	(850) 391-0764	Jeff Sweeney Branwen LLC
	15600 Panama City Beach Parkway Panama City Beach, Florida 32413	(850) 391-0764	Maria Williams Branwen LLC
	15600 Panama City Beach Parkway Panama City Beach, Florida 32413	(850) 391-0764	Don Williams Branwen LLC
	11910 Pines Blvd. Pembroke Pines, Florida 33026	(954) 210-9717	James Egan
	1781 Dunlawton Avenue Port Orange, Florida 32127	(386) 261-1285	Arlene Walker Relax & Refresh, LLC
	10532 SW Village Parkway Port St. Lucie, Florida 34987	(772) 303-1030	Kelli Marazzi and William Marazzi Manta Ray Tradition LLC
	10532 SW Village Parkway Port St. Lucie, Florida 34987	(772) 303-1030	William Marazzi and Kelli Marazzi Manta Ray Tradition LLC
	9144 S Federal Highway Port St. Lucie, Florida 34952	(772) 251-1205	Elizabeth Whitby
	70 Durbin Pavilion Drive Saint Johns, FL, Florida 32259	(904) 667-4120	Jeff Bates JJHA Assets, LLC
	70 Durbin Pavilion Drive Saint Johns, FL, Florida 32259	(904) 667-4120	Jody Plouffe JJHA Assets, LLC
	3800 S. Tamiami Trail Sarasota, Florida 34239	(941) 702-5224	Katie Danver

	3800 S. Tamiami Trail Sarasota, Florida 34239	(941) 702-5224	Eric Danver
	7855 113th Street North, Suite B Seminole, Florida 33772	(727) 202-9227	Doug Moore Wellness Partners I LLC
	7855 113th Street North, Suite B Seminole, Florida 33772	(727) 202-9227	Mark King Wellness Partners I LLC
	7301 SW 57 Court Miami, FL-South, Florida 33143	(305) 662-2222	Eric Danver
	4868 Davis Blvd. Naples, Florida 34112	(239) 734-5587	Kathy Hendershott JRC Holdings, LLC
	4868 Davis Blvd. Naples, Florida 34112	(239) 734-5587	Michael Hendershott JRC Holdings, LLC
	12372 Cortez Boulevard Spring Hill, Florida 34608	(352) 592-6212	Valerie Gallarelli
	12372 Cortez Boulevard Spring Hill, Florida 34608	(352) 592-6212	Mark Gallarelli
	5234 4th Street N. St. Petersburg, Florida 33703	(727) 522-5500	Mark King
	1092 S. Ponce De Leon Blvd. St. Augustine, Florida 32084	(904) 506-5571	Jody Plouffe
	1092 S. Ponce De Leon Blvd. St. Augustine, Florida 32084	(904) 506-5571	Jeff Bates
	3425 Thomasville Road Tallahassee, Florida 32309	(850) 534-4261	Tara McLain
	124 Westshore Boulevard Tampa, Florida 33609	(813) 287-5000	James Weaver Clarion Spas Inc.

	124 Westshore Boulevard Tampa, Florida 33609	(813) 287-5000	Rene Tirado Clarion Spas Inc.
	124 Westshore Boulevard Tampa, Florida 33609	(813) 287-5000	Connie Weaver Clarion Spas Inc.
	8932 Bertha Palmer Blvd. Temple Terrace, Florida 33617	(813) 851-0882	Eric Danver
	8932 Bertha Palmer Blvd. Temple Terrace, Florida 33617	(813) 851-0882	Katie Danver
	3433 Wedgewood Lane The Villages, Florida 32162	(352) 775-1772	Ronald Urton
	3433 Wedgewood Lane The Villages, Florida 32162	(352) 775-1772	Stephanie Urton
	312 Heald Way The Villages, Florida 32163	(352) 775-1772	Stephanie Urton Urton Enterprises, LLC
	312 Heald Way The Villages, Florida 32163	(352) 775-1772	Ronald Urton Urton Enterprises, LLC
	8936 Strength Avenue Trinity, Florida 34655	(727) 202-1233	Mark Gallarelli Gallarelli Holdings, LLC
	8936 Strength Avenue Trinity, Florida 34655	(727) 202-1233	Valerie Gallarelli Gallarelli Holdings, LLC
	5405 University Parkway University Park, Florida 34201	(941) 462-4772	Melissa Reisch RMXJ, Inc.
	5405 University Parkway University Park, Florida 34201	(941) 462-4772	Russell Reisch RMXJ, Inc.

	465 21st Street Vero Beach, Florida 32960	(772) 494-2028	Elizabeth Whitby Premier Spas, Inc.
	10130 Northlake Blvd. West Palm Beach, Florida 33412	(561) 444-0682	William Marazzi and Kelli Marazzi Manta Ray West LLC
	10130 Northlake Blvd. West Palm Beach, Florida 33412	(561) 444-0682	Kelli Marazzi and William Marazzi Manta Ray West LLC
	1664 Bruce B. Downs Blvd. Wesley Chapel, Florida 33543	(813) 229-8700	Eric Danver Mad Spa Management, Inc.
	1664 Bruce B. Downs Blvd. Wesley Chapel, Florida 33543	(813) 229-8700	Katie Danver Mad Spa Management, Inc.
	715 Palm Bay Road West Melbourne, Florida 32905	(321) 345-5664	Elizabeth Whitby Whitsend Spa Company, LLC
	4454 Weston Road Weston, Florida 33331	(954) 278-8709	Jasjot Paul Singh Sabeena Spa Services LLC
	4454 Weston Road Weston, Florida 33331	(954) 278-8709	Sunitee Singh Sabeena Spa Services LLC
	6516 Old Brick Road Windermere, Florida 34786	(407) 217-1200	Andrew Mellen
	6516 Old Brick Road Windermere, Florida 34786	(407) 217-1200	Kirk Sorenson
	9240 Miley Drive Winter Garden, Florida 34787	(407) 956-2199	Kirk Sorenson
	9240 Miley Drive Winter Garden, Florida 34787	(407) 956-2199	Andrew Mellen
	585 Cypress Gardens Blvd. Winter Haven, Florida	(863) 356-3500	Steven Harrison

	33880		
	585 Cypress Gardens Blvd. Winter Haven, Florida 33880	(863) 356-3500	Teri Harrison
	520 N. Orlando Avenue Winter Park, Florida 32789	(407) 622-0227	Elizabeth Whitby The Spa Divas, Inc.
	520 N. Orlando Avenue Winter Park, Florida 32789	(407) 622-0227	Tania Marler The Spa Divas, Inc.
Georgia			
	12850 Alpharetta Hwy 9 N Alpharetta, Georgia 30004	(678) 940-4991	Mr. Suresh Vanukuru SpaDos, LLC
	12850 Alpharetta Hwy 9 N Alpharetta, Georgia 30004	(678) 940-4991	Sharmila Vanukuru SpaDos, LLC
	5600 Roswell Rd Sandy Springs, Georgia 30342	(404) 523-7800	Sharmila Vanukuru Tequesta Therapeutics, LLC
	5600 Roswell Rd Sandy Springs, Georgia 30342	(404) 523-7800	Mrs. Sharmila Vanukuru Tequesta Therapeutics, LLC
	5001 Peachtree Boulevard Chamblee, Georgia 30341	(470) 377-5783	Sharmila Vanukuru SpaUno, LLC
	5001 Peachtree Boulevard Chamblee, Georgia 30341	(470) 377-5783	Mrs. Sharmila Vanukuru SpaUno, LLC
	1545 Church Street Decatur, Georgia 30033	(404) 609-0061	CeWyon Chandler Ward Futureforward Enterprises, LLC
	1545 Church Street Decatur, Georgia 30033	(404) 609-0061	Reginald Ward Futureforward Enterprises, LLC

	4475 Roswell Road Marietta, Georgia 30062	(770) 565-0808	Mrs. Sharmila Vanukuru
	4475 Roswell Road Marietta, Georgia 30062	(770) 565-0808	Mr. Suresh Vanukuru
	4475 Roswell Road Marietta, Georgia 30062	(770) 565-0808	Suresh Vanukuru
	4475 Roswell Road Marietta, Georgia 30062	(770) 565-0808	Sharmila Vanukuru
	124 South Point Blvd. McDonough, Georgia 30253	(478) 412-4700	Sharmila Vanukuru Livingstone McDonough, LLC
	124 South Point Blvd. McDonough, Georgia 30253	(478) 412-4700	Suresh Vanukuru Livingstone McDonough, LLC
	2015 West Highway 54 Peachtree City, Georgia 30269	(770) 336-6613	Sharmila Vanukuru Livingstone Peachtree City, LLC
	2015 West Highway 54 Peachtree City, Georgia 30269	(770) 336-6613	Suresh Vanukuru Livingstone Peachtree City, LLC
	8020 Mall Parkway Stonecrest, Georgia 30038	(678) 884-8092	Vaughn Irons and Cassandra Irons
	8020 Mall Parkway Stonecrest, Georgia 30038	(678) 884-8092	Cassandra Irons and Vayghn Irons
Idaho			
	6097 N. Ten Mile Road Meridian, Idaho 83646	(208) 314-4849	Kristen Kenyon
	6097 N. Ten Mile Road Meridian, Idaho 83646	(208) 314-4849	Kurt Kenyon
Illinois			
	710 S. Randall Rd Algonquin, Illinois 60102	(847) 458-1817	Paulina Laskosky 2Pmk Corp
	792 W. Army Trail Road Carol Stream, Illinois	(630) 289-0200	William Christy Affluent Image LLC

	60188		
	3210 N. Lincoln Avenue Chicago, Illinois 60657	(773) 945-0800	Jeff Flannery Ten By Ten Lakeview LLC
	1130 South Michigan Ave. Chicago, Illinois 60605	(312) 753-3312	Jeff Flannery Ten by Ten Wellness, LLC
	624 N. York Street Elmhurst, Illinois 60126	(630) 496-8181	Jeff Flannery Jensen Family Enterprises, Inc.
	1416 S. Randall Road Geneva, Illinois 60134	(630) 262-1900	Michael Hendershott
	1416 S. Randall Road Geneva, Illinois 60134	(630) 262-1900	Kathy Hendershott
	2510 Sutton Road Hoffman Estates, Illinois 60192	(224) 228-3332	William Christy
	20771 North Rand Road Kildeer, Illinois 60047	(847) 550-1870	Michael Laskosky
	20771 North Rand Road Kildeer, Illinois 60047	(847) 550-1870	Paulina Laskosky
	2531 75th Street Naperville, Illinois 60540	(630) 355-1252	Kathy Hendershott
	2531 75th Street Naperville, Illinois 60540	(630) 355-1252	Michael Hendershott
	2911 95th Street Naperville, Illinois 60564	(630) 869-0450	Kathy Hendershott KAAM Spa #5, LLC
	2911 95th Street Naperville, Illinois 60564	(630) 869-0450	Michael Hendershott KAAM Spa #5, LLC
	3750 Willow Road Northbrook, Illinois 60062	(847) 534-8201	Monica Bansal Three Lees, Inc.

	3750 Willow Road Northbrook, Illinois 60062	(847) 534-8201	Sumit Bansal Three Lees, Inc.
	14225 95th Avenue Orland Park, Illinois 60462	(708) 745-3545	Kathy Hendershott KAAM Spa #4, LTD
	14225 95th Avenue Orland Park, Illinois 60462	(708) 745-3545	Michael Hendershott KAAM Spa #4, LTD
	3050 US Route 34 Oswego, Illinois 60543	(630) 282-7840	David Dunbar Wellness For All, LLC
	3050 US Route 34 Oswego, Illinois 60543	(630) 282-7840	George Dunbar Wellness For All, LLC
	1215 Golf Road Rolling Meadows, Illinois 60008	(847) 718-1215	William Christy AMC II Investments - RM, LLC
	978 Brook Forest Ave Shorewood, Illinois 60404	(815) 556-1525	George Dunbar Wellness for All 2 LLC
	978 Brook Forest Ave Shorewood, Illinois 60404	(815) 556-1525	David Dunbar Wellness for All 2 LLC
	398 Randall Road South Elgin, Illinois 60177	(630) 580-1224	William Christy
	82 Danada Square West Wheaton, Illinois 60189	(630) 221-8700	Kathy Hendershott KAAM Spa #1, LLC
	82 Danada Square West Wheaton, Illinois 60189	(630) 221-8700	Michael Hendershott KAAM Spa #1, LLC
Indiana			
	10409 US Route 36 Avon, Indiana 46123	(317) 559-3240	Kathryn Haston Brigid LLC
	10409 US Route 36 Avon, Indiana 46123	(317) 559-3240	Tyler Haston Brigid LLC
	14405 Clay Terrace Blvd Carmel, Indiana 46032	(317) 559-0915	Heather Sanchez Bently Ventures, LLC

	14405 Clay Terrace Blvd Carmel, Indiana 46032	(317) 559-0915	Richard Sanchez Bently Ventures, LLC
	8505 Keystone Crossing Indianapolis, Indiana 46240	(317) 559-3388	Mr. Richard Bunchalk
	8505 Keystone Crossing Indianapolis, Indiana 46240	(317) 559-3388	John Beggs
	14165 Cabela Parkway Noblesville, Indiana 46060	(317) 660-2206	Richard Sanchez
	14165 Cabela Parkway Noblesville, Indiana 46060	(317) 660-2206	Heather Sanchez
	11100 N. Michigan Road Zionsville, Indiana 46077	(463) 252-2624	Jennifer Clayton
	11100 N. Michigan Road Zionsville, Indiana 46077	(463) 252-2624	Jesse Sadowy
Kansas			
	11725 Roe Ave. Leawood, Kansas 66211	(913) 225-9341 Email :troylovins@att.net	Sara Lovins
	11725 Roe Ave. Leawood, Kansas 66211	(913) 225-9341 Email :troylovins@att.net	Troy Lovins
	2835 N. Maize Road Wichita, Kansas 67205	(316) 776-4099	David Geist
	2835 N. Maize Road Wichita, Kansas 67205	(316) 776-4099	Teresa Geist
Kentucky			
	2426 Baxter Avenue Crescent Springs, Kentucky 41017	(859) 446-7532	Austin Grove Rejuvenation Spa Services LLC
	4040 Finn Way Lexington, Kentucky 40517	(859) 800-8185	James C. Baughman, Jr. H&S 1 KY Lexington, LLC
Maryland			

	2480 Solomon's Island Rd. Annapolis, Maryland 21401	(410) 224-4402	Eric Danver FGG Spa, LLC
	15904 Crain Highway Brandywine, Maryland 20613	(240) 348-2260	Chanel Grant
	15904 Crain Highway Brandywine, Maryland 20613	(240) 348-2260	Lauren Williamson
	15904 Crain Highway Brandywine, Maryland 20613	(240) 348-2260	Toya Evans
	45000 St. Andrews Church Rd California, Maryland 20619	(240) 696-7190	Sharmila Vanukuru Tejvi Wellness Center LLC
	45000 St. Andrews Church Rd California, Maryland 20619	(240) 696-7190	Suresh Vanukuru Tejvi Wellness Center LLC
	6030 Daybreak Circle Clarksville, Maryland 21029	(240) 667-7375	Minal Patel
	6030 Daybreak Circle Clarksville, Maryland 21029	(240) 667-7375	Bijal Patel and Minal Patel
	6455 Dobbin Rd Columbia, Maryland 21045	(410) 740-0977	Eric Danver FGG Columbia, LLC
	5100 Buckeystown Pike Frederick, Maryland 21704	(240) 656-2247	Eric Danver
	217 Kentlands Blvd Gaithersburg, Maryland 20878	(301) 527-8663	Eric Danver FGG Spa, LLC
	18133 Town Center Drive Olney, Maryland 20832	(301) 774-2256	Andrew Elsbury 42 Wellness LLC

	9934 Reisterstown Road Owings Mills, Maryland 21117	(443) 410-4521	Dr Kim Birchen
	829 Solomons Island Road N. Prince Frederick, Maryland 20678	(667) 321-3001	Sharmila Vanukuru
	829 Solomons Island Road N. Prince Frederick, Maryland 20678	(667) 321-3001	Suresh Vanukuru
	550 I Governor Ritchie Hwy Severna Park, Maryland 21146	(410) 544-7999	Eric Danver FGG Spa, LLC
	2157 York Road Timonium, Maryland 21093	(443) 884-9380	Eric Danver
Massachusetts			
	168 Great Road Bedford, Massachusetts 01730	(781) 347-2229	Archana Puli and Manoj Kamavarapu Cloud Castle LLC
	168 Great Road Bedford, Massachusetts 01730	(781) 347-2229	Manoj Kamavarapu and Archana Puli Cloud Castle LLC
	168 Great Road Bedford, Massachusetts 01730	(781) 347-2229	Vidyasagar Cheekati and Vijaya Kasireddy Cloud Castle LLC
	168 Great Road Bedford, Massachusetts 01730	(781) 347-2229	Sri Busi and Thanooj Kamavarapu Cloud Castle LLC
	168 Great Road Bedford, Massachusetts 01730	(781) 347-2229	Vijaya Kasireddy and Vidyasagar Cheekati Cloud Castle LLC
	168 Great Road Bedford, Massachusetts 01730	(781) 347-2229	Thanooj Kamavarapu and Sri Busi Cloud Castle LLC
	5 Highland Common E Hudson, Massachusetts 07149	(978) 763-1233	Barry Goldman Arno Wellness of Hudson, LLC

	5 Highland Common E Hudson, Massachusetts 07149	(978) 763-1233	David Goldman Arno Wellness of Hudson, LLC
	109 Main Street Stoneham, Massachusetts 02180	(781) 984-0525	Gus Barillas
	49 Pleasant Street Weymouth, Massachusetts 02190	(781) 331-7721	Franca Curran Premiere Spa Management, Inc.
	49 Pleasant Street Weymouth, Massachusetts 02190	(781) 331-7721	Joe Curran Premiere Spa Management, Inc.
Michigan			
	223 N. Maple Road Ann Arbor, Michigan 48103	(734) 662-2000	Clif Flowers Viola Therapies, LLC
	223 N. Maple Road Ann Arbor, Michigan 48103	(734) 662-2000	Traci Flowers Viola Therapies, LLC
	5568 Beckley Road Suite A Battle Creek, Michigan	(269) 719-8480	Margaret Kirk
	8377 W. Grand River Avenue Brighton, Michigan	(810) 229-9095	Sumit Bansal
	8377 W. Grand River Avenue Brighton, Michigan	(810) 229-9095	Monica Bansal
	50932 Gratiot Road Chesterfield Township, Michigan 48051	(586) 250-4560	John Van Osdol Relaxable, LLC
	36740 Garfield Road Clinton Township, Michigan		Sumit Bansal
	36740 Garfield Road Clinton Township, Michigan		Monica Bansal
	23624 Michigan Avenue Dearborn, Michigan 48124	(313) 278-2200	Amrieh Eljahmi

	31215 West Fourteen Mile Road Farmington Hills, Michigan 48334	(248) 907-1130	Sumit Bansal Relax In Style No 2 LLC
	23153 Woodward Avenue Ferndale, Michigan 48220	(248) 949-1910	Preston Flowers
	23153 Woodward Avenue Ferndale, Michigan 48220	(248) 949-1910	Tracy Flowers
	23153 Woodward Avenue Ferndale, Michigan 48220	(248) 949-1910	Clif Flowers
	23153 Woodward Avenue Ferndale, Michigan 48220	(248) 949-1910	Traci Flowers
	5557 28th Street SE Grand Rapids, Michigan 49512	(616) 208-9880	James Cook and Lynelle Cook Team Cook Inc.
	5557 28th Street SE Grand Rapids, Michigan 49512	(616) 208-9880	Lynelle Cook and James Cook Team Cook Inc.
	29466 West Seven Mile Road Livonia, Michigan	(248) 987-7334	Sumit Bansal
	29466 West Seven Mile Road Livonia, Michigan	(248) 987-7334	Monica Bansal
	39713 Traditions Drive Northville, Michigan 48167	(248) 550-0004	Monica Bansal
	39713 Traditions Drive Northville, Michigan 48167	(248) 550-0004	Sumit Bansal
	47460 Grand River Avenue Novi, Michigan	(248) 305-9295	Norma Abbas Fawaz

	47460 Grand River Avenue Novi, Michigan	(248) 305-9295	Ali Abbas
	2747 S Rochester Road Rochester Hills, Michigan 48307	(248) 710-0120	Monica Bansal
	2747 S Rochester Road Rochester Hills, Michigan 48307	(248) 710-0120	Sumit Bansal
	21920 Greater Mac Avenue St. Clair Shores, Michigan 48080		Mr. Charles Thomas Jr
	21920 Greater Mac Avenue St. Clair Shores, Michigan 48080		January Thomas
	21920 Greater Mac Avenue St. Clair Shores, Michigan 48080		Charles Thomas III
	35728 Van Dyke Road Sterling Heights, Michigan	(586) 883-6483	Benjamin Odren
	35728 Van Dyke Road Sterling Heights, Michigan	(586) 883-6483	Kylie Odren and Ben
	1365 N. Coolidge Hwy. Troy, Michigan 48084	(248) 609-9772	Monica Bansal Relax In Style LLC
	1365 N. Coolidge Hwy. Troy, Michigan 48084	(248) 609-9772	Sumit Bansal Relax In Style LLC
	8655 26 Mile Road Washington Township, Michigan 48094	(586) 992-1222	Roopen Patel Krishna Michigan Massage LLC
	5134 Highland Road Waterford, Michigan	(248) 724-2670	Sumit Bansal
	5134 Highland Road Waterford, Michigan	(248) 724-2670	Monica Bansal

	19420 West Road Woodhaven Woodhaven, Michigan 48183	(734) 203-7000	Ali Abbas
	19420 West Road Woodhaven Woodhaven, Michigan 48183	(734) 203-7000	Norma Abbas Fawaz
Minnesota			
	858 West 78th Street Chanhassen, Minnesota 55317	(952) 395-3625	Shannon Schoettler Joy In Living Life LLC
	858 West 78th Street Chanhassen, Minnesota 55317	(952) 395-3625	Jeff Widness Joy In Living Life LLC
	858 West 78th Street Chanhassen, Minnesota 55317	(952) 395-3625	Jill Widness Joy In Living Life LLC
	11647 Fountains Drive Maple Grove, Minnesota 55369	(763) 416-7077	Erik Bostrom
	11647 Fountains Drive Maple Grove, Minnesota 55369	(763) 416-7077	Ed Oursler
	3525 Vicksburg Lane N Plymouth, Minnesota 55447	(763) 551-1111	Ed Oursler Three Aims, LLC
	3525 Vicksburg Lane N Plymouth, Minnesota 55447	(763) 551-1111	Erik Bostrom Three Aims, LLC
	1671 West End Boulevard ST. Louis Park, Minnesota 55416	(763) 591-1111	Cathy Meyers
Missouri			
	215 S. Stewart Road Liberty, Missouri 64068	(816) 293-9660	Sara Lovins
	215 S. Stewart Road Liberty, Missouri 64068	(816) 293-9660	Troy Lovins
Nebraska			

	14505 W. Maple Road Omaha, Nebraska 68116	(402) 982-4440	Curtis Anthony
	14505 W. Maple Road Omaha, Nebraska 68116	(402) 982-4440	Mrs. Kate Anthony
	10341 Pacific Street Omaha, Nebraska 68114	(402) 951-9335	Curtis Anthony CK Ventures, Inc.
Nevada			
	530 Marks St. Henderson, Nevada 89014	(725) 257-8011	Lisa Mascari
	530 Marks St. Henderson, Nevada 89014	(725) 257-8011	Wayne Crowther
	1875 Festival Plaza Drive Las Vegas, Nevada 89135	(702) 852-2550	Benedict DeGuzman Ember Spa Works LLC
	1150 E Silverado Ranch Blvd. Las Vegas, Nevada 89183	(702) 941-7833	Lisa Mascari H&S Anthem, LLC
	1150 E Silverado Ranch Blvd. Las Vegas, Nevada 89183	(702) 941-7833	Wayne Crowther H&S Anthem, LLC
New Hampshire			
	79 S. River Road Bedford, New Hampshire 03110	(603) 668-3333	Gus Barillas
	79 S. River Road Bedford, New Hampshire 03110	(603) 668-3333	Ricardo Barillas
	2454 Lafayette Road Portsmouth, New Hampshire 3801	(603) 677-1406	Gus Barillas Mountain View Spas, LLC
New Jersey			

	1121 State Route 34 Aberdeen, New Jersey 7747	(732) 970-7740	Jeff Silbert HS-Aberdeen, LLC
	1121 State Route 34 Aberdeen, New Jersey 7747	(732) 970-7740	Ken Silbert HS-Aberdeen, LLC
	39 West Allendale Ave. Allendale, New Jersey 7401	(201) 760-0600	Jeff Silbert HS - Allendale LLC
	39 West Allendale Ave. Allendale, New Jersey 7401	(201) 760-0600	Ken Silbert HS - Allendale LLC
	193 East 22nd Street Bayonne, New Jersey 07002	(201) 243-7810	Tara Bogota H&S Bayonne LLC
	193 East 22nd Street Bayonne, New Jersey 07002	(201) 243-7810	Nick Marco H&S Bayonne LLC
	416 State Highway 202/206 Bedminster, New Jersey 7921	(908) 781-9900	Jesse Hinman
	416 State Highway 202/206 Bedminster, New Jersey 7921	(908) 781-9900	Ishani Sarkar
	416 State Highway 202/206 Bedminster, New Jersey 7921	(908) 781-9900	Rajib Sarkar
	274 Dunns Mill Road Bordentown, New Jersey 08505	(609) 496-5533	Irian Ruiz SRMI Spa, LLC
	56 Chambers Bridge Road 30 Brick Plaza Brick Township, New Jersey 08723	(732) 714-6625	Nick Marco H&S Brick LLC
	363 US 202/206 Bridgewater, New Jersey 8807	(908) 382-3800	Jesse Hinman

	363 US 202/206 Bridgewater, New Jersey 8807	(908) 382-3800	Rajib Sarkar
	363 US 202/206 Bridgewater, New Jersey 8807	(908) 382-3800	Ishani Sarkar
	640 Shunpike Road Chatham, New Jersey 7928	(973) 236-1200	Jeff Silbert HS - Chatham LLC
	640 Shunpike Road Chatham, New Jersey 7928	(973) 236-1200	Ken Silbert HS - Chatham LLC
	2050 Marlton Pike West Cherry Hill, New Jersey 8002	(856) 330-4170	Bryn Erace H&S Cherry Hill, LLC
	2050 Marlton Pike West Cherry Hill, New Jersey 8002	(856) 330-4170	Joseph Erace H&S Cherry Hill, LLC
	606 Haddonfield Road Cherry Hill, New Jersey 8003	(856) 966-5500	Bryn Erace H&S Haddonfield Rd, LLC
	606 Haddonfield Road Cherry Hill, New Jersey 8003	(856) 966-5500	Joseph Erace H&S Haddonfield Rd, LLC
	77 Central Avenue Clark, New Jersey 7066	(732) 540-8047	Eric Danver FGG Spa, LLC
	77 Central Avenue Clark, New Jersey 7066	(732) 540-8047	Katie Danver FGG Spa, LLC
	700 Route 3 Clifton, New Jersey 7012	(973) 472-2500	Jeff Silbert HS - Clifton LLC
	700 Route 3 Clifton, New Jersey 7012	(973) 472-2500	Ken Silbert HS - Clifton LLC
	1361A Fairview Blvd. Delran, New Jersey 8075	(856) 764-7700	Eric Danver

	3130 Route 10 West Denville, New Jersey 7834	(973) 547-3600	Jeff Silbert HS - Denville LLC
	3130 Route 10 West Denville, New Jersey 7834	(973) 547-3600	Ken Silbert HS - Denville LLC
	2000 Clements Bridge Rd. Deptford, New Jersey 8096	(856) 845-8888	Cate Ruffenach
	589 Route 18 South East Brunswick, New Jersey 8816	(908) 344-5455	Eric Danver
	72 Princeton Hightstown Rd. East Windsor, New Jersey 08520	(609) 448-3840	Eric Danver FGG Spa, LLC
	46 The Promenade Edgewater, New Jersey 7020	(201) 496-5000	Jeff Silbert HS- Edgewater
	46 The Promenade Edgewater, New Jersey 7020	(201) 496-5000	Ken Silbert HS- Edgewater
	6801 Blackhorse Pike Egg Harbor Township, New Jersey 08234	(609) 804-7727	Helen McMenamin
	6801 Blackhorse Pike Egg Harbor Township, New Jersey 08234	(609) 804-7727	Thomas McMenamin
	494 Kinderkamack Road Emerson, New Jersey 7630	(201) 483-9530	Jeff Silbert HS - Emerson LLC
	494 Kinderkamack Road Emerson, New Jersey 7630	(201) 483-9530	Ken Silbert HS - Emerson LLC
	30 International Drive South Flanders, New Jersey 07836	(973) 695-0888	Ayanna Santos Tranquility One, LLC

	30 International Drive South Flanders, New Jersey 07836	(973) 695-0888	Raymond Santos Tranquility One, LLC
	75 Reaville Avenue Flemington, New Jersey 8822	(908) 782-8088	Sriharsha Meda Pranithi Wellness LLC
	75 Reaville Avenue Flemington, New Jersey 8822	(908) 782-8088	Vasanthi Ailuri Pranithi Wellness LLC
	828 Franklin Avenue Franklin Lakes, New Jersey 7417	(201) 848-8300	Jeff Silbert HS - Franklin Lakes LLC
	828 Franklin Avenue Franklin Lakes, New Jersey 7417	(201) 848-8300	Ken Silbert HS - Franklin Lakes LLC
	441 Elizabeth Avenue Franklin Township, New Jersey 8873	(732) 356-9772	Ashish Chokshi AUM Spas Inc
	441 Elizabeth Avenue Franklin Township, New Jersey 8873	(732) 356-9772	Vinender Sodagum AUM Spas Inc
	694 Delsea Drive North Glassboro, New Jersey 8028	(856) 269-4579	Katie Danver
	694 Delsea Drive North Glassboro, New Jersey 8028	(856) 269-4579	Eric Danver
	500 South River Street Hackensack, New Jersey 7601	(201) 561-0407	Tina Sisco K&S Therapeutics, LLC
	500 South River Street Hackensack, New Jersey 7601	(201) 561-0407	Tina Sisco K&S Therapeutics, LLC
	1520 SR 38 Hainesport, New Jersey 8036	(609) 261-5555	Debra Schrenk LRS Spa
	1520 SR 38 Hainesport, New Jersey 8036	(609) 261-5555	Michael Schrenk LRS Spa

	649 State Highway 206 Hillsborough, New Jersey 8844	(908) 281-0001	Jesse Hinman
	649 State Highway 206 Hillsborough, New Jersey 8844	(908) 281-0001	Rajib Sarkar
	649 State Highway 206 Hillsborough, New Jersey 8844	(908) 281-0001	Ishani Sarkar
	1400 Hudson Street Hoboken, New Jersey 7030	(201) 243-7771	Komal Desai Aurora Wellness Hoboken, LLC
	2145 RT-35 Holmdel, New Jersey 07733	(732) 447-9300	Dorothy Paige Fabulous Flamingals LLC
	4817 Rt.9 Howell, New Jersey 7731	(908) 280-0888	Nick Marco H&S Howell LLC
	4817 Rt.9 Howell, New Jersey 7731	(908) 280-0888	Tara Bogota H&S Howell LLC
	175 Passaic Ave Kearny, New Jersey 07032	(973) 265-9104	Derrick Huggins DDH, LLC
	344 North Main Street (Route 9) Lanoka Harbor, New Jersey 8734	(609) 496-5555	Nick Marco ADBTV Inc.
	344 North Main Street (Route 9) Lanoka Harbor, New Jersey 8734	(609) 496-5555	Tara Bogota ADBTV Inc.
	277 Eisenhower Parkway Livingston, New Jersey 7039	(973) 533-6100	Jeff Silbert HS - Livingston LLC
	277 Eisenhower Parkway Livingston, New Jersey 7039	(973) 533-6100	Ken Silbert HS - Livingston LLC

	295 Route 72 Manahawkin, New Jersey 8050	(609) 597-4440	Tara Bogota
	295 Route 72 Manahawkin, New Jersey 8050	(609) 597-4440	Nick Marco
	55 Route 9 South Manalapan, New Jersey 07726	(732) 431-4722	Nick Marco H&S Manalapan, LLC
	55 Route 9 South Manalapan, New Jersey 07726	(732) 431-4722	Tara Bogota H&S Manalapan, LLC
	884 route 73 north Marlton, New Jersey 8053	(856) 817-0300	Eric Denver FGC Spa LLC
	4215 Black Horse Pike Mays Landing, New Jersey 8330	(609) 484-0808	Ishani Sarkar Sarkars Mays Landing, LLC
	4215 Black Horse Pike Mays Landing, New Jersey 8330	(609) 484-0808	Jesse Hinman Sarkars Mays Landing, LLC
	4215 Black Horse Pike Mays Landing, New Jersey 8330	(609) 484-0808	Rajib Sarkar Sarkars Mays Landing, LLC
	175 Route 70 Medford, New Jersey 08055	(609) 257-3926	Eric Denver
	457 State Hwy 35 Middletown, New Jersey 7701	(732) 842-8500	Nick Marco H&S Middletown LLC
	508 Monmouth Road Millstone, New Jersey 08510	(609) 598-9935	Kasam Basha
	2190 B North 2nd Street Millville, New Jersey 8332	(856) 765-9494	Helen McMenamin THAA Hand & Stone, Inc.
	2190 B North 2nd Street Millville, New Jersey 8332	(856) 765-9494	Thomas McMenamin THAA Hand & Stone, Inc.

	648 Bloomfield Avenue Montclair, New Jersey 7042	(973) 498-1590	Komal Desai
	1320 Route 206 Skillman, New Jersey 08558	(609) 759-2405	Bryan Scheff
	191 E Hanover Avenue Morristown, New Jersey 07960	(973) 998-8055	Zach Friedman Bansi Massage Spa
	191 E Hanover Avenue Morristown, New Jersey 07960	(973) 998-8055	Jessica Longo Bansi Massage Spa
	191 E Hanover Avenue Morristown, New Jersey 07960	(973) 998-8055	Kristen Friedman Bansi Massage Spa
	141 Bridgeton Pike Mullica Hill, New Jersey 8062	(856) 478-4600	Christopher McShea
	141 Bridgeton Pike Mullica Hill, New Jersey 8062	(856) 478-4600	Melanie Vesper
	141 Bridgeton Pike Mullica Hill, New Jersey 8062	(856) 478-4600	Melanie Vesper
	768 Shoppes Blvd. North Brunswick, New Jersey 8902	(732) 317-3222	Ashish Chokshi OHM Spas Inc.
	768 Shoppes Blvd. North Brunswick, New Jersey 8902	(732) 317-3222	Vinender Sodagum OHM Spas Inc.
	2329 State Route 66 Ocean, New Jersey 7712	(732) 228-8101	Eric Danver FGC Spa LLC
	1048 Route 9 Parlin, New Jersey 8859	(908) 264-0081	Nick Marco H&S Old Bridge LLC
	1292 Centennial Avenue Piscataway, New Jersey 8854	(732) 981-1000	Ashish Chokshi CSK Spas, LLC

	1292 Centennial Avenmcnue Piscataway, New Jersey 8854	(732) 981-1000	Shilpa Chokshi CSK Spas, LLC
	1292 Centennial Avenmcnue Piscataway, New Jersey 8854	(732) 981-1000	Vinender Sodagum CSK Spas, LLC
	63 Wanaque Avenue Pompton Lakes, New Jersey 7442	(973) 248-8100	Jeff Silbert HS - Pompton Lakes LLC
	63 Wanaque Avenue Pompton Lakes, New Jersey 7442	(973) 248-8100	Ken Silbert HS - Pompton Lakes LLC
	560 Nassau Park Blvd. Princeton, New Jersey 08540	(609) 514-8600	Eric Danver FGG Spa, LLC
	277 New Road Somers Point, New Jersey 8244	(609) 904-9004	Helen McMEnamin NCAA Spa LLC
	277 New Road Somers Point, New Jersey 8244	(609) 904-9004	Daniel DiGangi NCAA Spa LLC
	277 New Road Somers Point, New Jersey 8244	(609) 904-9004	Thomas McMEnamin NCAA Spa LLC
	1325 Warren Avenue Spring Lake Heights, New Jersey 7762	(732) 449-1700	Nick Marco H&S Spring Lake LLC
	1358 Hooper Avenue Toms River, New Jersey 08753	(732) 349-9700	Nick Marco TR Spa, Inc.
	1358 Hooper Avenue Toms River, New Jersey 08753	(732) 349-9700	Tara Bogota TR Spa, Inc.
	3501 Rt 42 Turnersville, New Jersey 8012	(856) 629-8080	Rajib Sarkar Sarkars Turnersville, LLC

	3501 Rt 42 Turnersville, New Jersey 8012	(856) 629-8080	Ishani Sarkars Sarkar Turnersville, LLC
	3501 Rt 42 Turnersville, New Jersey 8012	(856) 629-8080	Jesse Sarkars Hinman Turnersville, LLC
	700 Haddonfield Berlin Rd. Voorhees, New Jersey 8043	(856) 627-6277	Eric Danver OBEA, LLC
	1701 Route 22 Watchung, New Jersey 7069	(908) 333-6722	Sriharsha Meda Sarayu Wellness LLC
	1701 Route 22 Watchung, New Jersey 7069	(908) 333-6722	Vasanthi Ailuri Sarayu Wellness LLC
	685 Hamburg Turnpike Wayne, New Jersey 7040	(973) 925-7722	Rajib Sarkar SKIS Wayne Spa
	685 Hamburg Turnpike Wayne, New Jersey 7040	(973) 925-7722	Jesse Hinman SKIS Wayne Spa
	685 Hamburg Turnpike Wayne, New Jersey 7040	(973) 925-7722	Ishani Sarkar SKIS Wayne Spa
	310 State Hwy 36 West Long Branch, New Jersey 7740	(732) 389-9009	Nick Marco H&S West Long Branch LLC
	789 St. Georges Avenue Woodbridge, New Jersey 7095	(732) 874-5373	Eric Danver FGG Spa, LLC
	789 St. Georges Avenue Woodbridge, New Jersey 7095	(732) 874-5373	Katie Danver FGG Spa, LLC
New York			
	98 Wolf Road Albany, New York 12205	(518) 941-9550	Kathryn Perez

	98 Wolf Road Albany, New York 12205	(518) 941-9550	Carlos Perez
	124 East Main Street Babylon, New York 11702	(631) 669-4600	Tina Blaise Hot Rock of Babylon, LLC
	124 East Main Street Babylon, New York 11702	(631) 669-4600	Tina Blaise Hot Rock of Babylon, LLC
	595 E. Main Street Bay Shore, New York 11706	(631) 954-0450	Cathy Mirabella Mirror Bella, Inc.
	595 E. Main Street Bay Shore, New York 11706	(631) 954-0450	Michael Mirabella Mirror Bella, Inc.
	2736 Merrick Road Bellmore, New York 11710	(516) 308-0999	Lisa Moss High Point H&S, Inc.
	34 N 6th Street Brooklyn, New York 11249	(718) 540-4680	Dylan Perlman
	34 N 6th Street Brooklyn, New York 11249	(718) 540-4680	Judy Zozzaro Guarino
	34 N 6th Street Brooklyn, New York 11249	(718) 540-4680	Jolene Libretto
	214A Glen Cove Road Carle Place, New York 11514	(516) 806-4322	George Stephanos Geroma LLC
	6020 Jericho Turnpike Commack, New York 11725	(631) 462-1010	Lauren Kulberg LMK Enterprises LLC
	6020 Jericho Turnpike Commack, New York 11725	(631) 462-1010	Michael Kulberg LMK Enterprises LLC
	1300 Broadway Hewlett, New York 11557	(516) 619-9600	Alan Bernstein Spectacular Spa, Inc.

	16 Wall Street Huntington, New York 11743	(631) 424-2200	Tina Blaise Hot Rock Holdings, Inc.
	16 Wall Street Huntington, New York 11743	(631) 424-2200	Tina Blaise Hot Rock Holdings, Inc.
	467 North Broadway Jericho, New York 11753	(516) 801-8200	Gil Rejwan
	467 North Broadway Jericho, New York 11753	(516) 801-8200	Lisa Rejwan
	3515 Hempstead Turnpike Levittown, New York 11756	(516) 622-3077	Dylan Perlman Levittown Massage Spa LLC
	345 Mamaroneck Avenue Mamaroneck, New York 10543	(914) 268-9040	Jenny Pfaff Two Ports Opportunity Fund I, LLC
	315 Walt Whitman Road Melville, New York 11746	(631) 677-1300	Russ Imbesi RJI Corporation
	170 South Main Street New City, New York 10956	(845) 708-0808	Sindy Vasquez NJP Enterprises LLC
	987 Port Washington Blvd Port Washington, New York 11050	(516) 944-6000	Rosalia Yarrington
	987 Port Washington Blvd Port Washington, New York 11050	(516) 944-6000	Robert and Rosalia Yarrington
	1895 South Rd Poughkeepsie, New York 12601	(845) 298-8088	Marianne Durr Marirobe of New York, LLC
	1895 South Rd Poughkeepsie, New York 12601	(845) 298-8088	Robert Durr Marirobe of New York, LLC

	302 Merrick Road Rockville Centre, New York 11570	(516) 766-4772	Dylan Perlman Wood Spa Services Inc.
	126 E. Main Street Smithtown, New York 11787	(631) 982-4900	Russ Imbesi Spa Azzurro, Inc.
	205 Bricktown Way Staten Island, New York 10309	(718) 568-8541	Derrick Huggins
	2300 Nesconset Highway Stony Brook, New York 11790	(631) 751-4131	Rob Kirch Tia Mia, Inc.
	2300 Nesconset Highway Stony Brook, New York 11790	(631) 751-4131	Tina Kirch Tia Mia, Inc.
	8 Second Street Yonkers, New York 10710	(914) 361-4263	Jenny Pfaff Yonkers Hand & Stone LLC
North Carolina			
	1431 Kelly Road Apex, North Carolina 27502	(919) 650-4611	Eric Danver E CNR Massage and Facial Store #7, LLC
	1431 Kelly Road Apex, North Carolina 27502	(919) 650-4611	Katie Danver E CNR Massage and Facial Store #7, LLC
	1829 Hendersonville Road Asheville, North Carolina 28803	(828) 229-7733	Eric Danver H&S Asheville South, LLC
	1829 Hendersonville Road Asheville, North Carolina 28803	(828) 229-7733	Katie Danver H&S Asheville South, LLC
	80 S Tunnel Road Asheville, North Carolina 28805	(828) 785-4488	Tina Crawford Remarkably Made Corp.
	12210 Bradford Green Square Cary, North Carolina	(919) 465-0819	Jeff Heck

	27519		
	302 Colonades Way Cary, North Carolina 27518	(919) 238-4810	Brittany Cole
	302 Colonades Way Cary, North Carolina 27518	(919) 238-4810	Robert Cole
	8 Meadowmont Village Chapel Hill, North Carolina 27517	(919) 929-6988	Andy Johnson WardMarie Inc.
	8 Meadowmont Village Chapel Hill, North Carolina 27517	(919) 929-6988	Christine Johnson WardMarie Inc.
	16615 Lancaster Highway Charlotte, North Carolina 28277	(704) 341-2052	Chad Foster and Keith Long
	16615 Lancaster Highway Charlotte, North Carolina 28277	(704) 341-2052	Mark Reisinger
	13540 Hoover Creek Blvd. Charlotte, North Carolina 28273	(980) 202-6699	Chris Jewell H&S Limited Holdings of NC-1, LLC
	13540 Hoover Creek Blvd. Charlotte, North Carolina 28273	(980) 202-6699	Susan Jewell H&S Limited Holdings of NC-1, LLC
	4310 Sharon Road Charlotte, North Carolina 28211	(704) 947-8715	Katie Danver
	4310 Sharon Road Charlotte, North Carolina 28211	(704) 947-8715	Eric Danver
	16615 Lancaster Hwy Ste 107 Charlotte, North Carolina 28277	(704) 341-2052	Chad Foster and Keith Long

	16615 Lancaster Hwy Ste 107 Charlotte, North Carolina 28277	(704) 341-2052	Mark Reisinger
	8915 Christenbury Pkwy Concord, North Carolina 28027	(704) 315-6694	Eric Danver ECNR Massage and Facial Store #6, LLC
	8915 Christenbury Pkwy Concord, North Carolina 28027	(704) 315-6694	Katie Danver ECNR Massage and Facial Store #6, LLC
	1819 Martin Luther King, Jr. Parkway Durham, North Carolina 27707	(919) 794-8086	Jeff Heck
	318 Glensford Drive Fayetteville, North Carolina 28314	(910) 300-9611	Eric Danver ECNR Massage and Facial Store #3, LLC
	318 Glensford Drive Fayetteville, North Carolina 28314	(910) 300-9611	Katie Danver ECNR Massage and Facial Store #3, LLC
	1451 East Broad Street Fuquay-Varina, North Carolina 27526	(919) 914-0944	Shelly Lynn Rosende RoseWealth, Inc.
	1451 East Broad Street Fuquay-Varina, North Carolina 27526	(919) 914-0944	Jorge Rosende RoseWealth, Inc.
	166 Shenstone Blvd. Garner, North Carolina 27529	(919) 299-6159	Tiffany Hook and Daniel Hook
	166 Shenstone Blvd. Garner, North Carolina 27529	(919) 299-6159	Daniel Hook and Tiffany Hook
	3352 W. Friendly Ave. Greensboro, North Carolina 27410	(336) 218-6998	Eric Danver
	3352 W. Friendly Ave. Greensboro, North Carolina 27410	(336) 218-6998	Katie Danver

	4117 Brian Jordan Place High Point, North Carolina 27265	(336) 790-5660	Katie Danver
	4117 Brian Jordan Place High Point, North Carolina 27265	(336) 790-5660	Eric Danver
	14210 Market Square Drive Huntersville, North Carolina 28078	(704) 946-2040	Franci Pirkle Honey Badger Ventures Inc.
	2304 Matthews Township Parkway Matthews, North Carolina 28105	(704) 321-4404	Joe O'connell
	2833 W. Highway 74 Monroe, North Carolina 28110	(980) 758-2333	Eric Danver
	631 Brawley School Road Mooresville, North Carolina 28117	(704) 800-5535	Conrad Hunter and Janet Hunter
	631 Brawley School Road Mooresville, North Carolina 28117	(704) 800-5535	Janet Hunter and Conrad Hunter
	6625 Falls of Neuse Rd. Raleigh, North Carolina 27615	(919) 729-5606	Chris Parks
	9650 Leesville Road Raleigh, North Carolina 27613	(984) 238-2366	Andy Johnson WardMarie Leesville LLC
	9650 Leesville Road Raleigh, North Carolina 27613	(984) 238-2366	Christine Johnson WardMarie Leesville LLC
	402 Oberlin Road Raleigh, North Carolina 27605	(919) 749-5335	Tiffany Hook and Daniel Hook
	402 Oberlin Road Raleigh, North Carolina 27605	(919) 749-5335	Daniel Hook and Tiffany Hook

	10205 US 15-501 Highway Southern Pines, North Carolina 28387	(910) 505-9510	Eric Danver ECNR Massage and Facial Store #4, LLC
	10205 US 15-501 Highway Southern Pines, North Carolina 28387	(910) 505-9510	Katie Danver ECNR Massage and Facial Store #4, LLC
	3612 Rogers Branch Road Wake Forest, North Carolina 27587	(919) 263-4955	Shelly Lynn Rosende JR Wealth LLC
	3612 Rogers Branch Road Wake Forest, North Carolina 27587	(919) 263-4955	Jorge Rosende JR Wealth LLC
	840 Town Center Drive Wilmington, North Carolina 28405	(910) 294-8866	Andy Johnson WardMarie Mayfaire LLC
	840 Town Center Drive Wilmington, North Carolina 28405	(910) 294-8866	Christine Johnson WardMarie Mayfaire LLC
	310 S. Stratford Road Winston-Salem, North Carolina 27103	(336) 790-9644	Eric Danver
	310 S. Stratford Road Winston-Salem, North Carolina 27103	(336) 790-9644	Katie Danver
Ohio			
	27950 Chagrin Blvd Beachwood, Ohio 44122	(216) 839-2772	David Schuck Neo Spa, LLC
	27950 Chagrin Blvd Beachwood, Ohio 44122	(216) 839-2772	Ashley Snyder Neo Spa, LLC
	27950 Chagrin Blvd Beachwood, Ohio 44122	(216) 839-2772	Dare Peed Neo Spa, LLC
	27950 Chagrin Blvd Beachwood, Ohio 44122	(216) 839-2772	Ethan Black Neo Spa, LLC
	27950 Chagrin Blvd Beachwood, Ohio 44122	(216) 839-2772	Rahul Kulkarni Neo Spa, LLC

	4992-D Fulton Dr. NW Canton, Ohio 44718	(330) 470-4767	Eric McKimm and Miranda McKimm
	4992-D Fulton Dr. NW Canton, Ohio 44718	(330) 470-4767	Miranda Mckimm
	5240 Cornerstone North Blvd. Centerville, Ohio 45440	(937) 907-3030	Michael Lane Cornerstone Relaxation, LLC
	690 Eastgate Drive Cincinnati, Ohio 45245	(513) 757-9021	Scott Collett Stone Spa Eastgate LLC
	9861 Waterstone Blvd. Cincinnati, Ohio 45249	(513) 683-4263	Scott Collett
	3242 Vandercar Way Cincinnati, Ohio 45209	(513) 644-0330	Scott Collett Beybridge LLC
	1190 Polaris Parkway Columbus, Ohio 43240	(614) 430-9911	Scott Collett Partanna Holdings, LLC
	5792 Hamilton Road Columbus, Ohio 43230	(614) 758-3028	David Burch Burchco LLC
	2826 Miamisburg Centerville Rd. Dayton, Ohio 45459	(937) 350-6669	Michael Lane
	6570 Perimeter Drive Dublin, Ohio 43017	(614) 792-7721	David Burch CNB Partners, LLC
	313 Hamilton Road Gahanna, Ohio 43230	(614) 741-0340	David Burch
	1888 Hilliard Rome Road Hilliard, Ohio 43026	(614) 819-3570	Scott Collett
	7841 W. Ridgewood Drive Parma, Ohio 44129	(440) 427-3523	Neel Patel
	8077 East Broad Street Reynoldsburg, Ohio 43068	(614) 655-4342	Krista Neal Ken Ventures, Inc.
	17100 Royalton Road Strongsville, Ohio 44136	(440) 772-0410	David Schuck Rocky River Spa Company, LLC

	17100 Royalton Road Strongsville, Ohio 44136	(440) 772-0410	Rahul Kulkarni Rocky River Spa Company, LLC
	17100 Royalton Road Strongsville, Ohio 44136	(440) 772-0410	Ashley Snyder Rocky River Spa Company, LLC
	17100 Royalton Road Strongsville, Ohio 44136	(440) 772-0410	Dare Peed Rocky River Spa Company, LLC
	17100 Royalton Road Strongsville, Ohio 44136	(440) 772-0410	Ethan Black Rocky River Spa Company, LLC
	33631 Aurora Road Solon, Ohio 44139	(216) 282-0958	Robert Crowley
	33631 Aurora Road Solon, Ohio 44139	(216) 282-0958	Dhrumil Patel
	33631 Aurora Road Solon, Ohio 44139	(216) 282-0958	Tapan Patel
	17100 Royalton Road Strongsville, Ohio 44136	(440) 730-4223	Ethan Black Strongsville Spa Company LLC
	17100 Royalton Road Strongsville, Ohio 44136	(440) 730-4223	Rahul Kulkarni Strongsville Spa Company LLC
	17100 Royalton Road Strongsville, Ohio 44136	(440) 730-4223	Ashley Snyder Strongsville Spa Company LLC
	17100 Royalton Road Strongsville, Ohio 44136	(440) 730-4223	David Schuck Strongsville Spa Company LLC
	17100 Royalton Road Strongsville, Ohio 44136	(440) 730-4223	Dare Peed Strongsville Spa Company LLC
	5333 Monroe Street Toledo, Ohio	(419) 930-0609	David Schmier
	5333 Monroe Street Toledo, Ohio	(419) 930-0609	Jeffrey Belen
	7685 Doc Drive West Chester, Ohio 45069	(513) 982-1632	Scott Collett WC Beybridge, LLC
	30044 Detroit Road Suite 122	(216) 350-9992	Ashley Snyder

	Westlake, Ohio 44145		
	30044 Detroit Road Suite 122 Westlake, Ohio 44145	(216) 350-9992	Ethan Black
	30044 Detroit Road Suite 122 Westlake, Ohio 44145	(216) 350-9992	Rahul Kulkarni
	30044 Detroit Road Suite 122 Westlake, Ohio 44145	(216) 350-9992	Dare Peed
	30044 Detroit Road Suite 122 Westlake, Ohio 44145	(216) 350-9992	David Schuck
Oklahoma			
	7323 South Olympia Avenue Tulsa, Oklahoma 74132	(918) 727-2772	Ryan Goodnight Omega League Investments, LLC
	7323 South Olympia Avenue Tulsa, Oklahoma 74132	(918) 727-2772	Teresa Goodnight Omega League Investments, LLC
Oregon			
	3435 Cedar Hills Blvd Beaverton, Oregon 97005	(503) 626-8200	Monica Rivares
	3435 Cedar Hills Blvd Beaverton, Oregon 97005	(503) 626-8200	Guillermo Ortega
	12325 SW Horizon Blvd. Beaverton, Oregon 97007	(503) 616-7057	Monica Rivares HSNW Beaverton LLC
	12325 SW Horizon Blvd. Beaverton, Oregon 97007	(503) 616-7057	Guillermo Ortega HSNW Beaverton LLC

	16144 SE Happy Valley Town Center Dr Happy Valley, Oregon 97086	(503) 658-7500	Monica Rivas HSNW Happy Valley LLC
	16144 SE Happy Valley Town Center Dr Happy Valley, Oregon 97086	(503) 658-7500	Guillermo Ortega HSNW Happy Valley LLC
	7397 NE Butler St. Hillsboro, Oregon 97124	(503) 681-4949	Guillermo Ortega HS Pearl Hillsboro, LLC
	7397 NE Butler St. Hillsboro, Oregon 97124	(503) 681-4949	Monica Rivas HS Pearl Hillsboro, LLC
	4823 Meadows Road Lake Oswego, Oregon 97035	(503) 908-3999	Guillermo Ortega
	4823 Meadows Road Lake Oswego, Oregon 97035	(503) 908-3999	Monica Rivas
	4155 N. Williams Avenue Portland, Oregon 97217	(503) 444-8292	Guillermo Ortega HS Pearl, LLC
	4155 N. Williams Avenue Portland, Oregon 97217	(503) 444-8292	Monica Rivas HS Pearl, LLC
	25 NW 23rd Place Portland, Oregon 97210	(503) 488-6770	Guillermo Ortega HS Pearl, LLC
	25 NW 23rd Place Portland, Oregon 97210	(503) 488-6770	Monica Rivas HS Pearl, LLC
Pennsylvania			
	750 N. Krocks Road Allentown, Pennsylvania 18106	(610) 841-8882	Eric Danver JCS Ventures Inc.
	67 E. City Line Avenue Bala Cynwyd, Pennsylvania 19004	(610) 572-2788	Mr. Grace Zhao GD Spa LLC
	3926 Linden Street Bethlehem, Pennsylvania 18020	(610) 419-6050	Robin Bansal Bansi Massage Spa

	938 DeKalb Pike Blue Bell, Pennsylvania 19422	(215) 278-6219	Robin Bansal
	4912 Edgmont Avenue Brookhaven, Pennsylvania 19015	(610) 340-3190	Robin Bansal BANSI MASSAGE AND SPA, LLC
	Lawrence Park Shopping Center Broomall, Pennsylvania 19008	(610) 359-0100	Dianne Burkitt
	761 Lancaster Avenue Bryn Mawr, Pennsylvania 19010	(610) 642-7721	Dana Kline Hi-Maintenance, LLC
	761 Lancaster Avenue Bryn Mawr, Pennsylvania 19010	(610) 642-7721	Stuart Kline Hi-Maintenance, LLC
	3506 Capital City Mall Dr. Camp Hill, Pennsylvania 17011	(717) 459-9300	Eric Danver FGG Spa, LLC
	2960 Center Valley Parkway Center Valley, Pennsylvania 18034	(610) 709-8709	Eric Danver
	200 West Ridge Pike Conshohocken, Pennsylvania 19428	(610) 340-3134	Eric Danver FGG Spa, LLC
	1713 Route 228 Cranberry, Pennsylvania 16066	(724) 638-8508	Gregory Billy Nostra Vita, LLC
	1713 Route 228 Cranberry, Pennsylvania 16066	(724) 638-8508	Janell Billy Nostra Vita, LLC
	3912 Commerce Blvd. Dickson City, Pennsylvania 18519	(570) 561-2200	John Beggs
	3912 Commerce Blvd. Dickson City, Pennsylvania 18519	(570) 561-2200	Mr. Richard Bunchalk

	3770 Dryland Way Easton, Pennsylvania 18045	(610) 258-3909	Eric Danver JCS Ventures, Inc.
	207 W Lincoln Highway Exton, Pennsylvania 19341	(610) 363-0400	Robin Bansal Bansai Massage and Spa, LLC
	190 E. Street Road Feasterville-Treose, Pennsylvania 19053	(215) 322-8888	Bryn Erace
	190 E. Street Road Feasterville-Treose, Pennsylvania 19053	(215) 322-8888	Joseph Erace
	1864 Bethlehem Pike Flourtown, Pennsylvania 19031	(215) 233-4222	Anthony Nocito NocitoWorks HV, Inc.
	1864 Bethlehem Pike Flourtown, Pennsylvania 19031	(215) 233-4222	Traci Nocito NocitoWorks HV, Inc.
	301 Byers Drive Glen Mills, Pennsylvania 19342	(610) 361-6171	Eric Danver Tri Group Enterprises, LLC
	301 Byers Drive Glen Mills, Pennsylvania 19342	(610) 361-6171	Katie Danver Tri Group Enterprises, LLC
	2615 Brindle Drive Harrisburg, Pennsylvania 17110	(717) 651-1133	Penny Smith Echo Unlimited, Inc.
	2615 Brindle Drive Harrisburg, Pennsylvania 17110	(717) 651-1133	Andy Smith Echo Unlimited, Inc.
	2028 County Line Rd. Huntingdon Valley, Pennsylvania 19006	(215) 355-3111	Traci Nocito NocitoWorks HV Inc.
	2028 County Line Rd. Huntingdon Valley, Pennsylvania 19006	(215) 355-3111	Anthony Nocito NocitoWorks HV Inc.
	126 Onix Drive Kennett Square, Pennsylvania 19348	(484) 732-8134	Greg Shishko

	150 Allendale Road King of Prussia, Pennsylvania 19406	(484) 322-2992	Stuart Kline Simon Ross, LLC
	150 Allendale Road King of Prussia, Pennsylvania 19406	(484) 322-2992	Dana Kline Simon Ross, LLC
	2351 Oregon Pike Lancaster, Pennsylvania 17601	(717) 569-1133	Penny Smith Echo Unlimited, Inc.
	2351 Oregon Pike Lancaster, Pennsylvania 17601	(717) 569-1133	Andy Smith Echo Unlimited, Inc.
	512 Oxford Valley Road Langhorne, Pennsylvania 19047	(215) 752-7900	Eric Danver FGG Spa, LLC
	3937 Washington Road McMurray, Pennsylvania 15317	(412) 324-8800	Mark Lega RM & AJ Developments, LLC
	3937 Washington Road McMurray, Pennsylvania 15317	(412) 324-8800	Lauren Lega RM & AJ Developments, LLC
	20 Airport Square North Wales, Pennsylvania 19454	(215) 855-7771	Connie Lineman Stepping Stone Adventures, LLC
	20 Airport Square North Wales, Pennsylvania 19454	(215) 855-7771	Maripat Mowry Stepping Stone Adventures, LLC
	2844 S. Eagle Road Newtown, Pennsylvania 18940	(215) 968-3700	Cathy Malerman
	4831 West Chester Pike Newtown Square, Pennsylvania 19073	(484) 427-7090	Eric Danver
	1425 Locust Street Philadelphia, Pennsylvania 19102	(267) 687-8666	Bryan Rodner BBHS, LLC
	420 N 20th St Philadelphia, Pennsylvania 19130	(267) 455-0009	Eric Stahl Star and Sky Restore LLC

	420 N 20th St Philadelphia, Pennsylvania 19130	(267) 455-0009	Loren Barsky Star and Sky Restore LLC
	2500 Grant Avenue NE Philadelphia, Pennsylvania 19114	(267) 732-7065	Bryn Erace J&G Spa's LLC
	2500 Grant Avenue NE Philadelphia, Pennsylvania 19114	(267) 732-7065	Joseph Erace J&G Spa's LLC
	3200 Chestnut Street Philadelphia, Pennsylvania 19104	(215) 259-7533	Jason Martini Crowtini Incorporated
	3200 Chestnut Street Philadelphia, Pennsylvania 19104	(215) 259-7533	Wayne Crowther Crowtini Incorporated
	2201 Cottman Avenue Philadelphia, Pennsylvania 19149	(267) 388-2890	Bryn Erace
	2201 Cottman Avenue Philadelphia, Pennsylvania 19149	(267) 388-2890	Joseph Erace
	2306 W. Oregon Avenue Philadelphia, Pennsylvania 19145	(267) 825-7060	Bryn Erace
	2306 W. Oregon Avenue Philadelphia, Pennsylvania 19145	(267) 825-7060	Joseph Erace
	1570 Egypt Road Phoenixville, Pennsylvania 19456	(610) 666-9600	Eric Danver G. Ruffenach, LLC
	6102 Centre Ave Pittsburgh, Pennsylvania 15206	(412) 404-6393	Gregory Billy Nostra Vita, LLC
	6102 Centre Ave Pittsburgh, Pennsylvania 15206	(412) 404-6393	Janell Billy Nostra Vita, LLC
	936 Penn Ave. Pittsburgh, Pennsylvania 15222	(412) 307-3199	Joe Pewdo NMPJ Enterprises Inc

	936 Penn Ave. Pittsburgh, Pennsylvania 15222	(412) 307-3199	Nina Pewdo NMPJ Enterprises Inc
	456 Home Drive Pittsburgh, Pennsylvania 15275	(412) 923-3299	Sri Busi and Thanooj Kamavarapu KamaChee LLC
	456 Home Drive Pittsburgh, Pennsylvania 15275	(412) 923-3299	Vijaya Kasireddy and Vidyasagar Cheekati KamaChee LLC
	456 Home Drive Pittsburgh, Pennsylvania 15275	(412) 923-3299	Thanooj Kamavarapu and Sri Busi KamaChee LLC
	456 Home Drive Pittsburgh, Pennsylvania 15275	(412) 923-3299	Archana Puli and Manoj Kamavarapu KamaChee LLC
	456 Home Drive Pittsburgh, Pennsylvania 15275	(412) 923-3299	Manoj Kamavarapu and Archana Puli KamaChee LLC
	456 Home Drive Pittsburgh, Pennsylvania 15275	(412) 923-3299	Vidyasagar Cheekati and Vijaya Kasireddy KamaChee LLC
	245 Upland Square Drive Pottstown, Pennsylvania 19464	(484) 948-4995	Robin Bansal
	1465 West Broad Street Quakertown, Pennsylvania 18951	(215) 992-7999	Michael Albanese ABCK H&S Inc.
	1465 West Broad Street Quakertown, Pennsylvania 18951	(215) 992-7999	Julie Borrelli ABCK H&S Inc.
	1465 West Broad Street Quakertown, Pennsylvania 18951	(215) 992-7999	Stacey Clemons ABCK H&S Inc.
	1465 West Broad Street Quakertown, Pennsylvania 18951	(215) 992-7999	Noelle Albanese ABCK H&S Inc.
	1100 S. Columbus Blvd. Philadelphia, Pennsylvania 19147	(215) 259-7576	Jason Guzy

	1100 S. Columbus Blvd. Philadelphia, Pennsylvania 19147	(215) 259-7576	Jaime Guzy
	1100 S. Columbus Blvd. Philadelphia, Pennsylvania 19147	(215) 259-7576	Matt Jones
	1844 E. Ridge Pike Royersford, Pennsylvania 19468	(610) 792-0772	Eric Danver
	300 Commerce Boulevard Stroudsburg, Pennsylvania 18360	(570) 664-7003	John Beggs
	300 Commerce Boulevard Stroudsburg, Pennsylvania 18360	(570) 664-7003	Mr. Richard Bunchalk
	100 Siena Drive Upper St. Clair, Pennsylvania 15241	(412) 604-9700	Lauren Lega M&L Wellness, LLC
	100 Siena Drive Upper St. Clair, Pennsylvania 15241	(412) 604-9700	Mark Lega M&L Wellness, LLC
	1661 Easton Road Warrington, Pennsylvania 18976	(215) 491-1022	Greg Mowry Rock Solid Investments, Inc.
	1661 Easton Road Warrington, Pennsylvania 18976	(215) 491-1022	Maripat Mowry Rock Solid Investments, Inc.
	503 W. Lancaster Ave. Wayne, Pennsylvania 19087	(610) 964-7800	Michelle Harhai
	12085 Perry Highway Wexford, Pennsylvania 15090	(412) 455-5520	Medha Gokhale
	411 Arena Hub Plaza Wilkes-Barre, Pennsylvania 18702	(570) 828-3899	Mr. Richard Bunchalk

	411 Arena Hub Plaza Wilkes-Barre, Pennsylvania 18702	(570) 828-3899	John Beggs
	168 Park Ave Willow Grove, Pennsylvania 19090	(215) 657-6100	Eric Danver FGG Spa, LLC
	1185 Berkshire Blvd. Wyomissing, Pennsylvania 19610	(610) 373-1213	Eric Danver
South Carolina			
	702 Cross Hill Road Columbia, South Carolina 29205	(803) 726-0364	Will Dennis
	275 Park Terrace Drive Columbia, South Carolina 29212	(803) 219-1140	Will Dennis Park Terrance Holdings LLC
	67 Woodruff Industrial Lane Greenville, South Carolina 29607	(864) 234-5772	Will Dennis
	755 Hammett Bridge Road Greer, South Carolina 29650	(864) 438-0845	Sandy Francis
	7756 Charlotte Highway Indian Land, South Carolina 29707	(803) 820-0380	Abbey Cameron Cameron Wellness Group, LLC
	7756 Charlotte Highway Indian Land, South Carolina 29707	(803) 820-0380	Scott Cameron Cameron Wellness Group, LLC
	976 Houston Northcutt Blvd. Mount Pleasant, South Carolina 29464	(843) 936-4040	Mark Reisinger
	976 Houston Northcutt Blvd. Mount Pleasant, South Carolina 29464	(843) 936-4040	Chad Foster and Keith Long
	1416 Highway 17 N. North Myrtle Beach, South Carolina 29582	(843) 508-8110	Anthony Nocito

	1416 Highway 17 N. North Myrtle Beach, South Carolina 29582	(843) 508-8110	Traci Nocito
	1101 N. Main Street Summerville, South Carolina 29483	(843) 800-8322	Chad Foster and Keith Long H&S of Summerville, LLC
	1101 N. Main Street Summerville, South Carolina 29483	(843) 800-8322	Mark Reisinger H&S of Summerville, LLC
Tennessee			
	201 Franklin Road Brentwood, Tennessee 37027	(615) 850-4360	Eric Danver JS Mullen Enterprises II
	4091 Mallory Lane Franklin, Tennessee 37067	(615) 791-0091	Eric Danver
	536 North Thompson Lane Murfreesboro, Tennessee 37129	(615) 217-8181	Eric Danver
Texas			
	190 East Stacy Road Allen, Texas 75002	(972) 787-0117	Sandeep Khurana Silver Space, LLC
	190 East Stacy Road Allen, Texas 75002	(972) 787-0117	Shilpa Khurana Silver Space, LLC
	1701 W Randol Mill Road Arlington, Texas 76012	(817) 274-4880	Amy Glass Arlington Bliss Holdings LLC
	1701 W Randol Mill Road Arlington, Texas 76012	(817) 274-4880	Hayley Smetana Arlington Bliss Holdings LLC
	1701 W Randol Mill Road Arlington, Texas 76012	(817) 274-4880	Jiri Smetana Arlington Bliss Holdings LLC
	1701 W Randol Mill Road Arlington, Texas 76012	(817) 274-4880	Pat West Arlington Bliss Holdings LLC
	3751 Matlock Rd. Arlington, Texas 76015	(817) 468-2020	Robert Boulware

	10526 W. Parmer Lane Austin, Texas 78717	(512) 733-6000	Teri Evans
	10740 Research Blvd. Austin, Texas 78759	(512) 357-8311	Teri Evans Spring Leaf, LLC
	4301 W. William Cannon Austin, Texas 78749	(512) 892-1888	Teri Evans
	13500 Galleria Circle Bee Cave, Texas 78738	(512) 263-2227	Diana Wagner
	13500 Galleria Circle Bee Cave, Texas 78738	(512) 263-2227	Keith Wagner
	140 NW John Jones Drive Burleson, Texas 76028	(817) 207-5636	Amy Glass
	140 NW John Jones Drive Burleson, Texas 76028	(817) 207-5636	Pat West
	449 S. Loop 336 W Suite 500 Conroe, Texas 77304	(936) 756-3800	Kristy Tennant
	449 S. Loop 336 W Suite 500 Conroe, Texas 77304	(936) 756-3800	Mark Tennant
	140 W Sandy Lake Road Coppell, Texas 75019	(972) 295-9053	Mike Anderson MPKM Enterprises, Inc.
	17333 Spring Cypress Road Cypress, Texas 77429	(346) 344-4338	Grace Salha and Wesam Salha
	17333 Spring Cypress Road Cypress, Texas 77429	(346) 344-4338	Wesam Salha and Grace Salha
	5100 Belt Line Road Dallas, Texas 75254	(972) 991-6000	Hayley Smetana Moorea Ventures, Inc.
	5100 Belt Line Road Dallas, Texas 75254	(972) 991-6000	Jiri Smetana Moorea Ventures, Inc.

	7331 Gaston Avenue Dallas, Texas 75214	(214) 975-3975	David Hines Dallas Massage and Facial, LLC
	3699 McKinney Ave. Dallas, Texas 75204	(214) 396-9112	Nicolas D'Amico RJDA Development, LLC
	3699 McKinney Ave. Dallas, Texas 75204	(214) 396-9112	Richard D'Amico RJDA Development, LLC
	6411 E. Northwest Highway Dallas, Texas 75231	(214) 489-7277	David Hines High Point H&S LLC
	664 Sunland Park Drive El Paso, Texas 79912	(915) 296-5900	Rossane Neria
	664 Sunland Park Drive El Paso, Texas 79912	(915) 296-5900	Kaleb Warnock
	664 Sunland Park Drive El Paso, Texas 79912	(915) 296-5900	Ms. Rossane Neria
	2921 State Highway 121 Eules, Texas 76039	(817) 809-4448	Khamphiou Brinkley
	2921 State Highway 121 Eules, Texas 76039	(817) 809-4448	Stephen Brinkley
	3501 Long Prairie Road Flower Mound, Texas 75022	(972) 355-3939	Milton Honza Kamm Associates Inc.
	3501 Long Prairie Road Flower Mound, Texas 75022	(972) 355-3939	Mark McCullin Kamm Associates Inc.
	9180 North Freeway Fort Worth, Texas 76177	(817) 750-7777	Kim Meyers K&L Spa Services, LLC
	9180 North Freeway Fort Worth, Texas 76177	(817) 750-7777	Larry Meyers K&L Spa Services, LLC
	4670 SW Loop 820 Fort Worth, Texas 76109	(817) 809-4558	Khamphiou Brinkley
	4670 SW Loop 820 Fort Worth, Texas	(817) 809-4558	Stephen Brinkley

	76109		
	2700 Presidio Vista Drive Fort Worth, Texas 76177	(817) 953-8810	Kim Meyers
	2700 Presidio Vista Drive Fort Worth, Texas 76177	(817) 953-8810	Larry Meyers
	3240 West 7th Street Fort Worth, Texas 76107	(817) 953-8550	Amy Glass
	3240 West 7th Street Fort Worth, Texas 76107	(817) 953-8550	Pat West
	3211 Preston Road Frisco, Texas 75034	(214) 915-2125	Khamphiou Brinkley FourSite Capital, LLC
	3211 Preston Road Frisco, Texas 75034	(214) 915-2125	Stephen Brinkley FourSite Capital, LLC
	6323 Camp Bowie Blvd. Fort Worth, Texas 76116	(817) 953-8180	Khamphiou Brinkley
	6323 Camp Bowie Blvd. Fort Worth, Texas 76116	(817) 953-8180	Stephen Brinkley
	6230 FM 1463 Fulshear, Texas 77441	(281) 310-5330	Mark Mize Lonestar Relaxation I, LLC
	6230 FM 1463 Fulshear, Texas 77441	(281) 310-5330	Heather Mize Lonestar Relaxation I, LLC
	1225 S IH 35 Georgetown, Texas 78626	(512) 890-1108	Darrell Aubrey AubreyCorps LLC
	12520 Memorial Drive Houston, Texas 77024	(713) 904-3830	Allison Berry
	12520 Memorial Drive Houston, Texas 77024	(713) 904-3830	Cameron Berry

	5213 Kelvin Drive Houston, Texas 77005	(713) 520-6161	Jeff Flannery Bright Solutions II, LLC
	1745 South Voss Road Houston, Texas 77057	(713) 972-9000	Jeff Flannery Premium Wellness Enterprises, LLC
	2009 W. 34th Street Houston, Texas 77018	(713) 955-3450	Greg Green
	2009 W. 34th Street Houston, Texas 77018	(713) 955-3450	Al Hassler
	2009 W. 34th Street Houston, Texas 77018	(713) 955-3450	Cara Green
	12712 W. Lake Houston Parkway Houston, Texas 77044	(713) 955-3988	Cameron Berry
	12712 W. Lake Houston Parkway Houston, Texas 77044	(713) 955-3988	Allison Berry
	10123 Louetta Road Houston, Texas 77070	(832) 717-3800	Brittany Rodgers Spa Solution III, LLC
	10123 Louetta Road Houston, Texas 77070	(832) 717-3800	Tony Rodgers Spa Solution III, LLC
	5004 Gattis School Road Hutto, Texas 78634	(512) 717-7764	Churee Carrillo
	5004 Gattis School Road Hutto, Texas 78634	(512) 717-7764	Jerry Gillies
	941 MacArthur Park Drive Irving, Texas 75063	(972) 556-9155	Jeff Sperring BayRal Inc.
	941 MacArthur Park Drive Irving, Texas 75063	(972) 556-9155	Laurey Sperring BayRal Inc.
	23541 Westheimer Parkway Katy, Texas 77494	(281) 869-3903	Chris Wibner Three Sisters Texas Spa Services
	23541 Westheimer Parkway Katy, Texas 77494	(281) 869-3903	Elizabeth Wibner Three Sisters Texas Spa Services

	4523 Kingwood Drive Kingwood, Texas 77345	(281) 940-8979	Allison Berry
	4523 Kingwood Drive Kingwood, Texas 77345	(281) 940-8979	Cameron Berry
	651 N. US Highway 183 Leander, Texas 78641	(512) 260-2224	Robert Barnes Snowflake Dreams, LLC
	1530 Debbie Lane Mansfield, Texas 76063	(817) 473-4772	Amy Glass Lighting, Inc.
	1530 Debbie Lane Mansfield, Texas 76063	(817) 473-4772	Pat West Lighting, Inc.
	15962 W. Eldorado Parkway Frisco, Texas 75035	(972) 542-8100	Milton Honza North Texas Spa Company, LLC
	15962 W. Eldorado Parkway Frisco, Texas 75035	(972) 542-8100	Mark McCullin North Texas Spa Company, LLC
	8840 Highway 6 Sienna Village, Texas 77459	(281) 810-3441	Mark Mize
	8840 Highway 6 Sienna Village, Texas 77459	(281) 810-3441	Heather Mize
	119 N. Murphy Road Murphy, Texas 75094	(214) 396-8061	Sandeep Khurana TCLE, LLC
	119 N. Murphy Road Murphy, Texas 75094	(214) 396-8061	Shilpa Khurana TCLE, LLC
	8528 Davis Blvd North Richland Hills, Texas 76182	(817) 281-2226	Kim Meyers K&L Spa Services, LLC
	8528 Davis Blvd North Richland Hills, Texas 76182	(817) 281-2226	Larry Meyers K&L Spa Services, LLC
	4801 W. Park Blvd. Plano, Texas 75093	(972) 612-9972	Jamie Kim
	1070 South Preston Road	(469) 277-8386	Dhananschandra "DC" Rao

	Prosper, Texas 75078		
	1070 South Preston Road Prosper, Texas 75078	(469) 277-8386	Bharti Sharma
	10321 West Grand Parkway South Richmond, Texas 77407	(713) 955-2445	Mark Mize
	10321 West Grand Parkway South Richmond, Texas 77407	(713) 955-2445	Heather Mize
	1053 I-30 E Rockwall, Texas 75087	(945) 236-3063	Shilpa Khurana
	1053 I-30 E Rockwall, Texas 75087	(945) 236-3063	Sandeep Khurana
	200 University Blvd. Round Rock, Texas 78665	(512) 863-4555	Teri Evans Cypress Leaf, LLC
	355 E Basse Road San Antonio, Texas 78209	(210) 372-8344	Tim Polvado
	10670 Culebra Road San Antonio, Texas 78251	(210) 202-0630	Jim Wallace
	10670 Culebra Road San Antonio, Texas 78251	(210) 202-0630	Melodie Wallace
	22502 US Hwy 281 N. San Antonio, Texas 78258	(210) 590-4554	Daniel Doss DL Doss Corp.
	22502 US Hwy 281 N. San Antonio, Texas 78258	(210) 590-4554	Leah Kilpatrick DL Doss Corp.
	1435 N Loop 1604 W San Antonio, Texas 78258	(210) 963-7501	Jim Wallace
	1435 N Loop 1604 W San Antonio, Texas	(210) 963-7501	Melodie Wallace

	78258		
	1221 East State Hwy 21 Southlake, Texas 76092	(817) 488-2223	Kim Meyers K&L Spa Services, LLC
	1221 East State Hwy 21 Southlake, Texas 76092	(817) 488-2223	Larry Meyers K&L Spa Services, LLC
	2168 Spring Stuebner Road Spring, Texas 77389	(346) 386-6565	Larry Salguero
	16525 Lexington Blvd. Sugar Land, Texas 77479	(281) 265-0065	Jeff Flannery Premium Wellness Enterprises, LLC
	18931 University Boulevard Sugar Land, Texas 77479	(713) 955-4644	Kaushik Bhagwanji Kayacitta, LLC
	18931 University Boulevard Sugar Land, Texas 77479	(713) 955-4644	Vrunda Bhagwanji Kayacitta, LLC
	2318 SW HK Dodgen Loop Temple, Texas 76504	(254) 327-1200	Navin Sharma
	4526 Research Forest Drive The Woodlands, Texas 77381	(281) 298-5153	Brittany Rodgers Bright Solutions, LLC
	4526 Research Forest Drive The Woodlands, Texas 77381	(281) 298-5153	Tony Rodgers Bright Solutions, LLC
	26400 Kuykendahl Road The Woodlands, Texas 77389	(281) 255-6222	Brittany Rodgers Bright Solutions, LLC
	26400 Kuykendahl Road The Woodlands, Texas 77389	(281) 255-6222	Tony Rodgers Bright Solutions, LLC
	8926 S. Broadway Ave Tyler, Texas 75703	(903) 345-6051	Loree Petree Mike Petree Enterprises, Inc.

	8926 S. Broadway Ave Tyler, Texas 75703	(903) 345-6051	Michael Petree Mike Petree Enterprises, Inc.
	2816 Marketplace Drive Waco, Texas 76711	(254) 327-0580	Heath Balmos HB Therapeutic Massage LLC
	2816 Marketplace Drive Waco, Texas 76711	(254) 327-0580	Heather Balmos HB Therapeutic Massage LLC
	325 Adams Drive Weatherford, Texas 76086	(817) 809-4853	Pat West JFE Legacy, Inc.
	325 Adams Drive Weatherford, Texas 76086	(817) 809-4853	Amy Glass JFE Legacy, Inc.
	1523 West Bay Area Blvd. Webster, Texas 77598	(281) 332-9656	Larae Van De Berg Yolo Spas, LLC
	1523 West Bay Area Blvd. Webster, Texas 77598	(281) 332-9656	Steve Van De Berg Yolo Spas, LLC
Utah			
	530 West 500 South Bountiful, Utah 84010	(801) 833-0663	Greg Deamer B&G Spa Services LLC
	530 West 500 South Bountiful, Utah 84010	(801) 833-0663	Rebecca Deamer B&G Spa Services LLC
	12259 South 450 East Draper, Utah 84020	(801) 441-6041	Patrick Burton
	1851 W. Traverse Parkway B Lehi, Utah	(385) 336-3500	Lane Olsen
	944 Fort Union Blvd. Midvale, Utah 84047	(801) 559-0470	Patrick Burton DiLithium, Inc.
	325 E. University Parkway Orem, Utah 84097	(385) 715-0010	Jarom Bettinger Feel Good LLC
	875 S. North County Blvd. Pleasant Grove, Utah 84062	(385) 334-6440	Jarom Bettinger Feel Good LLC

	1140 E. Brickyard Road Salt Lake City, Utah 84106	(385) 271-0444	Karlee Gilmore
	3537 West 11400 South South Jordan, Utah 84095	(385) 955-1234	Brendan Burke
Virginia			
	5830 Kingstowne Towne Shopping Center Drive Alexandria, Virginia 22315	(703) 922-7777	Eric Danver FGG Spa, LLC
	13033 Lee Jackson Memorial Chantilly, Virginia 22033	(703) 378-8850	Eric Danver FGG Spa, LLC
	250 Merchant Walk Avenue Charlottesville, Virginia 22902	(434) 333-0706	Andrew Elsbury 41 Wellness LLC
	1224 Greenbrier Parkway Chesapeake, Virginia 23320	(757) 500-2488	Jeff Flannery Piper Associates LLC
	7204 Hancock Village Chesterfield, Virginia 23832	(804) 639-1113	Rob McBride
	7204 Hancock Village Chesterfield, Virginia 23832	(804) 639-1113	Sara McBride
	3950 University Dr. Suite 105 Fairfax, Virginia	(703) 659-8330	Bryan Wright
	6112 Arlington Blvd. Falls Church, Virginia 22044	(703) 533-0678	Eric Danver FGG Spa, LLC
	10002 Southpoint Parkway Fredericksburg, Virginia 22407	(540) 496-0088	Eric Danver

	1080 Virginia Center Parkway Glen Allen, Virginia 23059	(804) 993-0117	Jeff Flannery Piper Associates, LLC
	6408 Trading Square Haymarket, Virginia 20169	(703) 291-4998	Lisa Limoges HS Haymarket LLC
	9902 Liberia Avenue Manassas, Virginia 20110	(703) 996-4060	James Acquah QAMA, LLC
	9902 Liberia Avenue Manassas, Virginia 20110	(703) 996-4060	John Ekrow Acquah QAMA, LLC
	9902 Liberia Avenue Manassas, Virginia 20110	(703) 996-4060	Theresa Acquah QAMA, LLC
	9902 Liberia Avenue Manassas, Virginia 20110	(703) 996-4060	Kofi Quansah QAMA, LLC
	9902 Liberia Avenue Manassas, Virginia 20110	(703) 996-4060	Michael McKenzie QAMA, LLC
	12625 Stone Village Way Midlothian, Virginia 23113	(804) 245-8181	Andrew Elsbury 40 Wellness LLC
	11160 South Lakes Drive Reston, Virginia 20191	(703) 860-3660	Eric Danver FGG Spa, LLC
	10 N Nansemond Street Richmond, Virginia 23221	(804) 227-9427	Andrew Elsbury 37 Wellness LLC
	1515 N. Parham Road Richmond, Virginia 23229	(804) 256-2248	Rob McBride
	1515 N. Parham Road Richmond, Virginia 23229	(804) 256-2248	Sara McBride

	11873 West Broad Street Henrico, Virginia 23233	(804) 360-0005	Rob McBride
	11873 West Broad Street Henrico, Virginia 23233	(804) 360-0005	Sara McBride
	1909 Landstown Centre Way Virginia Beach, Virginia 23456	(757) 866-2870	Andrew Elsbury 37 Wellness, LLC
	4485 Virginia Beach Blvd. Virginia Beach, Virginia 23462	(757) 280-5410	Andrew Elsbury
	239 Kernstown Commons Blvd Winchester, Virginia 22602	(540) 508-0536	Lisa Limoges HS Winchester LLC
	12501 Dillingham Square Woodbridge, Virginia 22192	(571) 667-6277	Chanel Grant
	12501 Dillingham Square Woodbridge, Virginia 22192	(571) 667-6277	Toya Evans
	12501 Dillingham Square Woodbridge, Virginia 22192	(571) 667-6277	Lauren Williamson
Washington			
	15600 NE 8th Street Bellevue, Washington 98008	(425) 329-7712	Andrew Nebels
	15600 NE 8th Street Bellevue, Washington 98008	(425) 329-7712	Julie Nebels
	3415 SE 192nd Avenue Vancouver, Washington 98683	(360) 203-7900	Andrew Nebels In2 Wellness NW Inc

	3415 SE 192nd Avenue Vancouver, Washington 98683	(360) 203-7900	Julie Nebels In2 Wellness NW Inc
	444 Ramsay Way Kent, Washington 98032	(253) 813-8011	Kevin Byrne H&S Washington, Inc.
	1380 Galaxy Drive NE Lacey, Washington 98516	(360) 438-3735	Guillermo Ortega HSNW Lacey LLC
	1380 Galaxy Drive NE Lacey, Washington 98516	(360) 438-3735	Astrid Andreu HSNW Lacey LLC
	1380 Galaxy Drive NE Lacey, Washington 98516	(360) 438-3735	Rogelio Reyes HSNW Lacey LLC
	1380 Galaxy Drive NE Lacey, Washington 98516	(360) 438-3735	Monica Rivares HSNW Lacey LLC
	1018 164th Street SE A- 28 Mill Creek, Washington 98012	(425) 366-7462	Dennis Williams Time For A Change, Inc.
	1018 164th Street SE A- 28 Mill Creek, Washington 98012	(425) 366-7462	Patti Williams Time For A Change, Inc.
	10418 156th Street E. Puyallup, Washington 98374	(253) 770-4840	Monica Rivares HSNW Puyallup LLC
	10418 156th Street E. Puyallup, Washington 98374	(253) 770-4840	Rogelio Reyes HSNW Puyallup LLC
	10418 156th Street E. Puyallup, Washington 98374	(253) 770-4840	Guillermo Ortega HSNW Puyallup LLC
	10418 156th Street E. Puyallup, Washington 98374	(253) 770-4840	Astrid Andreu HSNW Puyallup LLC

	7525 166th Avenue NE Redmond, Washington 98052	(425) 650-0405	Julie Nebels
	7525 166th Avenue NE Redmond, Washington 98052	(425) 650-0405	Andrew Nebels
	17100 Southcenter Parkway Tukwila, Washington 98188	(206) 575-0700	Astrid Andreu
	17100 Southcenter Parkway Tukwila, Washington 98188	(206) 575-0700	Guillermo Ortega
	17100 Southcenter Parkway Tukwila, Washington 98188	(206) 575-0700	Monica Rivas
	17100 Southcenter Parkway Tukwila, Washington 98188	(206) 575-0700	Rogelio Reyes
	3904 Bridgeport Way West University Place, Washington 98467	(253) 444-6995	Kevin Byrne H&S Washington, Inc.
	7604 NE 5th Ave Vancouver, Washington 98665	(360) 696-9449	Andrew Nebels In 2 Wellness NW Inc.
Wisconsin			
	8849 W. Sura Lane Greenfield, Wisconsin 53228	(414) 376-6656	Bobby Green 3 Kids & a Truck, Inc.
	8849 W. Sura Lane Greenfield, Wisconsin 53228	(414) 376-6656	Sylvia Barocio-Green 3 Kids & a Truck, Inc.
	N56 W15560 Silver Springs Dr Menomonee Falls, Wisconsin 53051	(262) 781-1855	Monica Bansal

	N56 W15560 Silver Springs Dr Menomonee Falls, Wisconsin 53051	(262) 781-1855	Sumit Bansal
	7956 S. Main Street Oak Creek, Wisconsin 53154	(414) 519-5286	Prabhjyot Tiwana
	7956 S. Main Street Oak Creek, Wisconsin 53154	(414) 519-5286	Gurinder Nagra and Kalwinder Nagra
	7956 S. Main Street Oak Creek, Wisconsin 53154	(414) 519-5286	Kalwinder Nagra
	2751 N. Mayfair Road Wauwatosa, Wisconsin 53222	(414) 436-0029	Bobby Green
	2751 N. Mayfair Road Wauwatosa, Wisconsin 53222	(414) 436-0029	Sylvia Barocio-Green

The following units were not yet open as of 12/31/2023:

Owner	City / State	Phone
Caroline Goldasich (I), John Goldasich (I)	Birmingham / Alabama	(205) 563-6915
Caroline Goldasich (I), John Goldasich (I)	Hoover / Alabama	(205) 563-6915
Jennifer Clayton (I), Jesse Sadowy (I)	Tbd / Arizona	(480) 248-0426
Tara McLain (I)	Apopka / Florida	(407) 748-8838
Kelli Marazzi (I), William Marazzi (I)	Boca Raton / Florida	(561) 510-5671
Crystal Ojeda (I), Marvin Ojeda (I)	Lakeland / Florida	(999) 999-9999
Kathy Hendershott (I), Michael Hendershott (I)	Cape Coral / Florida	(630) 632-0552
Jeff Hoover (I)	Gulf Breeze / Florida	(901) 409-3369
Christopher Pruitt (I), Rosie Tillan-Pruitt (I)	Jacksonville / Florida	(904)465-4409
Mark Gallarelli (I), Valerie Gallarelli (I)	Land O' Lakes / Florida	(561) 281-3309
Arlene Walker (I)	New Smyrna Beach / Florida	(770) 330-9165
Eugene O'Neill (I), Pamela O'Neill (I)	Palm Coast North / Florida	(407) 913-1624
Jeff Hoover (I)	Pensacola / Florida	(901) 409-3369
Alicia Beers (I), Rob Beers (I)	Poinciana / Florida	(407) 310-3772
Eric Danver (I)	Pompano Beach / Florida	(609) 760-2831
Eric Danver (I)	Riverview, Fl / Florida	(609) 760-2831
James Egan (I), Jasjot Paul Singh (I), Sunitee Singh (I)	Sawgrass / Florida	(704) 807-1102
Alicia Beers (I), Rob Beers (I)	St. Cloud / Florida	(407) 310-3772
Eric Danver (I)	Tampa / Florida	(609) 760-2831
Adam Johnson (I), Jill Johnson (I)	Pensacola / Florida	(904) 591-4076
Elizabeth Whitby (I)	Melbourne / Florida	(407) 575-2487
Kelli Marazzi (I), William Marazzi (I)	West Palm Beach / Florida	(561) 510-5671
Andrew Mellen (I), Kirk Sorenson (I)	Winter Garden / Florida	(407) 970-2526
Crystal Ojeda (I), Marvin Ojeda (I)	Zephyrhills / Florida	
Sharmila Vanukuru (I), Suresh Vanukuru (I)	Cumming / Georgia	(919) 649-4193
Celeste Barstis (I), Michael Barstis (I)	Honolulu / Hawaii	(202) 255-9626
Celeste Barstis (I), Michael Barstis (I)	Honolulu / Hawaii	(808) 633-8343
Saj Rizvi (I), Suneela Rizvi (I)	Barrington / Illinois	(847) 899-3555
Kathy Hendershott (I), Michael Hendershott (I)	Bolingbrook / Illinois	(630) 632-0552
Daryl Johnson (I)	Crystal Lake / Illinois	(630) 930-8751

Saj Rizvi (I), Suneela Rizvi (I)	Gurnee / Illinois	(847) 899-3555
Saj Rizvi (I), Suneela Rizvi (I)	Highland Park / Illinois	(847) 899-3555
Saj Rizvi (I), Suneela Rizvi (I)	La Grange / Illinois	(847) 899-3555
Saj Rizvi (I), Suneela Rizvi (I)	Park Ridge / Illinois	(847) 899-3555
Daryl Johnson (I)	Schaumburg / Illinois	(630) 930-8751
Saj Rizvi (I), Suneela Rizvi (I)	Skokie / Illinois	(847) 899-3555
Saj Rizvi (I), Suneela Rizvi (I)	Vernon Hills / Illinois	(847) 899-3555
Heather Sanchez (I), Richard Sanchez (I)	Fishers / Indiana	(414) 687-8009
John Paulson (I), Lisa Harkin-Paulson (I)	Olathe / Kansas	(913) 361-3100
Andrea Hicks (I), Stacey Johnston (I)	Denham Springs / Louisiana	(999) 999-9999
Adam Johnson (I), Jill Johnson (I)	Metairie / Louisiana	(904) 591-4076
Chanel Grant (I), Lauren Williamson (I), Toya Evans (I)	Bowie / Maryland	(703) 981-8763
Sharmila Vanukuru (I), Suresh Vanukuru (I)	La Plata / Maryland	(919) 649-4193
Charles Thomas III (I)	Detroit Tbd / Michigan	(586) 777-7030
James Cook (I), Lynelle Cook (I)	Grandville / Michigan	(216) 470-6450
Howard Foard (I)	Charlotte / North Carolina	(202) 369-3753
Jorge Rosende (I), Shelly Lynn Rosende (I)	Clayton / North Carolina	(919) 753-7090
Chris Jewell (I), Susan Jewell (I)	Tbd / North Carolina	(980) 226-3315
Nick Marco (I)	Jersey City / New Jersey	(732) 232-3768
Patrick Martone (I)	Holbrook / New York	(212) 555-5555
Scott Collett (I)	Cincinnati / Ohio	(513) 407-5766
Eric McKimm (I), Miranda Mckimm (I)	Fairlawn / Ohio	(330) 268-9162
Dhrumil Patel (I), Robert Crowley (I), Tapan Patel (I)	North Olmsted / Ohio	(781) 424-5133
David Schmier (I), Jeffrey Belen (I)	Perrysburg / Ohio	(999) 999-9999
David Burch (I)	Westerville / Ohio	(614) 702-8829
Autumn Iatesta (I), John Iatesta (I)	Malvern / Pennsylvania	(610) 578-2999
Eric Danver (I)	Reading / Pennsylvania	(609) 760-2831
John Beggs (I), Richard Bunchalk (I)	State College / Pennsylvania	(570) 855-4959
John Beggs (I), Richard Bunchalk (I)	Williamsport / Pennsylvania	(570) 855-4959
Chad Foster (I), Mark Reisinger (I)	Charleston / South Carolina	(843) 277-0025
Will Dennis (I)	Columbia / South Carolina	(864) 421-5690
Howard Foard (I)	Fort Mill / South Carolina	(202) 369-3753
Amy Daly (I)	Lexington / South Carolina	(803) 361-6339
Anthony Nocito (I), Traci Nocito (I)	Myrtle Beach / South Carolina	(215) 350-3535

Anthony Nocito (I), Traci Nocito (I)	Myrtle Beach / South Carolina	(215) 350-3535
Eric Danver (I)	Rock Hill / South Carolina	(609) 760-2831
Don Williams (I), Jeff Sweeney (I), Shane Smith (I)	Chattanooga / Tennessee	(321) 231-6083
Don Williams (I), Jeff Sweeney (I), Shane Smith (I)	Chattanooga / Tennessee	(321) 231-6083
Don Williams (I), Jeff Sweeney (I), Shane Smith (I)	Hixson / Tennessee	(321) 231-6083
Dale Goodrich (I), Erin Powell (I)	Nolensville / Tennessee	(804) 641-7119
Dale Goodrich (I), Erin Powell (I)	Smyrna / Tennessee	(804) 641-7119
Dale Goodrich (I), Erin Powell (I)	Spring Hill / Tennessee	(804) 641-7119
Anil Verma (I), Kaushik Bhagwanji (I), Neal Singh (I), Vrunda Bhagwanji (I)	Houston / Texas	(832) 570-0957
Anil Verma (I), Kaushik Bhagwanji (I), Neal Singh (I), Vrunda Bhagwanji (I)"	Katy / Texas	(832) 570-0957
Anil Verma (I), Kaushik Bhagwanji (I), Neal Singh (I), Vrunda Bhagwanji (I)	Pearland / Texas	(832) 570-0957
Heena Hirani (I)	Rosenberg / Texas	(832) 344-4333
Kamara Edes (I), Mark Edes (I)	Layton / Utah	(775) 846-9469
Mike Sanford (I)	Chester / Virginia	(804) 405-0283
Chanel Grant (I), Lauren Williamson (I), Toya Evans (I)	Stafford / Virginia	(703) 981-8763
Chanel Grant (I), Lauren Williamson (I), Toya Evans (I)	Sterling / Virginia	(703) 981-8763
Andrew Elsbury (I)	Virginia Beach / Virginia	(312) 806-3275

**EXHIBIT F TO THE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM**

Left the System in 2023

City/State	Name	Phone Number	Reason
NC Apex	Rob Luce; Eric Anthony	(336) 288-2681	Transfer
NC Asheville	Rob Luce; Eric Anthony	(336) 288-2681	Transfer
NC Charlotte SouthPark	Rob Luce; Eric Anthony	(336) 288-2681	Transfer
NC Concord	Rob Luce; Eric Anthony	(336) 288-2681	Transfer
NC Fayetteville	Rob Luce; Eric Anthony	(336) 288-2681	Transfer
NC Greensboro	Christiana Anthony; Eric Anthony	(336) 210-0118	Transfer
NC High Point	Rob Luce; Eric Anthony	(336) 288-2681	Transfer
NC Southern Pines	Rob Luce; Eric Anthony	(336) 288-2681	Transfer
NC Winston Salem	Christiana Anthony; Eric Anthony	(336) 210-0118	Transfer
SC Columbia-Harbison	Pam Hill	(336) 339-7303	Transfer
NJ Bedminster	Parul Shah; Sanjay Shah	(908) 473-7676	Transfer
FL Ocala	Valerie Girona; Oleg Kagan	(763) 439-0231	Transfer
NJ Glassboro	Kelly Harris; Joe Harris	(856) 582-5006	Transfer
OH Dublin	Brent Long; Collene Tandy		Transfer
OH Rocky River	David Crandall	(216) 233-0553	Transfer
OH Strongsville	David Crandall	(216) 233-0553	Transfer
MA Natick	Barry Goldman; David Goldman	(914) 907-2200	Transfer; Closure
NC Raleigh-Village District	Mrs. Sharmila Vanukuru; Suresh Vanukuru	(919) 649-4193	Transfer
FL Longwood	Nicholas O'Neill	(407) 346-5525	Transfer
OH Hilliard	Richard Smith	(614) 572-9174	Transfer

GA McDonough	David Fields; Justin Hoy; Cheryl Fields	(770) 467-9643	Transfer
GA Peachtree City	David Fields; Justin Hoy; Cheryl Fields	(770) 467-9643	Transfer
PA Glen Mills	Debbie L'Heureux; Jerry L'Heureux	(610) 563-9269	Transfer
FL Carrollwood	Mike Gullede; Debbie Gullede	(813) 957-7131	Transfer
FL Sarasota	Mike Gullede; Debbie Gullede	(813) 957-7131	Transfer
FL Wesley Chapel	Mike Gullede; Debbie Gullede	(813) 957-7131	Transfer
NC Cary Waverly	Karen Thomas; Ken Bowen	(919) 549-1616	Transfer
PA Brookhaven	James Wright	(786)422-3625	Transfer
FL Vero Beach	Christopher McNichols; Becky McNichols	(321) 437-6430	Transfer
TX Weatherford	Frances Dinwoodie; Joni Eddy	(469) 831-4966	Transfer
OH Columbus Polaris	Christopher Amatos	(614) 451-5299	Transfer
TX Houston Rice Village	Brittany Rodgers; Tony Rodgers	(574) 876-6627	Transfer
NJ Clark	Kim Cagle; Steve Cagle	(201) 859-8444	Transfer
NJ Woodbridge	Kim Cagle; Steve Cagle	(201) 859-8444	Transfer
NY Smithtown	Ciro Ciniglio; Emma Ciniglio	(516) 427-6044	Transfer
NJ Bridgewater	Michael Schrenk; Debra Schrenk	(609) 220-8223	Transfer
NY Staten Island-Bricktown Commons	Anthony Nocito; Traci Nocito	(215) 350-3535	Transfer
FL Temple Terrace	Susan Vincik; Richard Vincik	(386) 490-6400	Transfer
TX Webster Clear Lake	Heena Esmail	(281) 650-8634	Transfer
NY Rockville Centre	Jennifer Woods; Michael Woods	(917) 478-3283	Transfer
NY Webster	Josephine Ditta; Davenel Denis	917-992-9070	Closure

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

EXHIBIT G TO THE DISCLOSURE DOCUMENT
LIST OF REGIONAL DEVELOPERS

John Marco, Nick Marco and Tara Bogota

John Marco is a physical therapist who founded Hand and Stone in 2004 and served as the Company's COO from April 2004 until April 2015 when he left and purchased the regional development rights for Ohio with his children Nick and Tara. Nick Marco has worked at the Hand and Stone in Toms River for over five years in various management positions. Tara Bogota has been the manager at the Hand and Stone in Toms River for the past seven years and has also served as a corporate trainer for Hand and Stone.

List of Area Developers

Robert Beers

Rob Beers has over 10 years of franchise experience as a franchisee of Field of Dreams franchise, which established in 1997 in Orlando's high-end Florida Mall. Rob also serves as a director for a multi-million dollar residential and commercial real estate developer in the greater Washington DC area. As a leader on the board of directors for The Miller Companies, Rob heads numerous initiatives to ensure accountability at both the board and management levels and to maximize profitability. He has chaired a number of committees, such as Advisory to Management, Owners Agreement and Governance and Nominating. Robert Beers served as a Regional Developer for Hand and Stone from May 1, 2007, until March 8, 2022. Robert Beers Designated Market Areas include Mississippi, Louisiana, and New Mexico.

Don Williams

Before Hand and Stone, Don Williams was Partner in a hybrid travel agency that specialized in providing marketing and tours to the timeshare industry. In 2009, Don signed onto our brand and grew to six spas in South Florida over the next decade. In 2021, he sold his Florida spas to our corporate team to enter his next phase with Hand & Stone. In early 2022, Don became the Regional Developer of Tennessee, in an effort to expand the brand's footprint in the state, in addition to purchasing three units in the Chattanooga, TN area.

ITEM 3
LITIGATION

No litigation regarding our Regional Developers is required to be disclosed in this Franchise Disclosure Document.

ITEM 4
BANKRUPTCY

No bankruptcy information regarding our Regional Developers is required to be disclosed in this Franchise Disclosure Document.

We are no longer offering a Regional Developer program. The following franchisees serve as Regional Developers under existing agreements with us:

LIST OF REGIONAL DEVELOPERS
OHIO
John Marco, Nick Marco and Tara Bogota 1358 Hooper Ave, Toms River, NJ 08753 (732) 963-1398

LIST OF AREA DEVELOPERS
MISSISSIPPI, LOUISIANA, AND NEW MEXICO
Robert Beers 767 Near Creek Circle Winter Springs, Florida 32708 407-343-0035
TENNESSEE
Don Williams 1170 Tree Swallow Drive #328 Winter Springs FL 32708 352-978-7820

EXHIBIT H TO THE DISCLOSURE DOCUMENT
LIST OF REGIONAL DEVELOPERS WHO HAVE LEFT THE SYSTEM IN 2023

None.

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

EXHIBIT I TO THE DISCLOSURE DOCUMENT
STATE SPECIFIC ADDENDA

**ADDENDUM TO HAND AND STONE FRANCHISE LLC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA**

CALIFORNIA APPENDIX

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains provisions that are inconsistent with the law, the law will control.
2. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).
3. The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreement. These provisions may not be enforceable under California law.
4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.
5. Neither the franchisor, any person or franchise broker in Item 2 of the 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. 79a et seq., suspending or expelling such persons from membership in such association or exchange.
6. The franchise agreement requires binding arbitration. The arbitration will occur in Philadelphia, Pennsylvania with the costs being borne by the franchisee and franchisor. 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.
7. The Franchise Agreement requires application of the laws of Pennsylvania. This provision may not be enforceable under California law.
8. You must sign a general release if you renew or transfer your franchise. California Corporation 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. We have secured a surety bond in the amount of \$158,000.00 from the Fidelity and Deposit Company of Maryland to ensure fulfillment of all of our pre-opening obligations to you under the Franchise Agreement. The surety bond is on file with the California Department of Financial Protection and Innovation.
10. 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.
11. OUR WEBSITE, www.handandstone.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION.

ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

12. **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.**
13. Franchisees must sign a personal guarantee, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guarantee will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.
14. **No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.**
15. The highest interest rate allowed by law for Late Payments in the State of California is 10% annually.
16. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.
17. Article 23 of the Franchise Agreement is amended to delete Sections 23.1, 23.3, 23.5, and 23.6.
18. California's Franchise Investment Law (Corporations Code Sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

**ADDENDUM TO HAND AND STONE FRANCHISE LLC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF HAWAII**

HAWAII APPENDIX

This will serve as the State Addendum for Hand and Stone Franchise LLC for the State of Hawaii for Hand and Stone's Franchise Disclosure Document:

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

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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES 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 OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR 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.

**ADDENDUM TO THE HAND AND STONE FRANCHISE LLC
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS**

1. The following item is required to be included within the Disclosure Document and shall be deemed to supersede the language that is in the Disclosure Document itself:

Section 4 of the Illinois Franchise Disclosure Act (“Act”) dictates that “any provision in the franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State.” Therefore, the Act supersedes any contrary provisions contained in the Franchise Agreement.

2. Section 23.1 of the Franchise Agreement and Item 23 of the Disclosure Document are hereby amended to reflect Illinois minimum disclosure period of 14 calendar days as required by Section 5(2) of the Act.

3. Section 22.1 provides that the law of Pennsylvania shall govern. However, the foregoing choice of law should not be considered a waiver of any right conferred upon you by the provisions of the Illinois Franchise Disclosure Act of 1987 and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. Where required under Illinois law, the laws of the State of Illinois will govern.

4. Any releases that the Franchisor requests the Franchisee to sign must conform with Section 41 of the Act.

5. The Franchise Agreement provides that the law of a forum outside of Illinois applies. However, the foregoing choice of law clause should not be considered a waiver of any right conferred upon you by the provisions of the Illinois Franchise Disclosure Act of 1987 and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. Where required under Illinois law, the laws of the State of Illinois will govern. Accordingly, Items 17(v) and (w) are amended accordingly.

6. Section 22.6 of the Franchise Agreement is hereby amended in accordance with Section “1” above.

7. Section 22.3 of the Franchise Agreement is amended to comply with Section 27 of the Act to allow any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisor and Franchisee or Franchisee’s operation of the Franchise brought by Franchisee against Franchisor shall be commenced within three (3) years from the occurrence of the facts giving rise to such claim or action, within one (1) year after the Franchisee becomes aware of the facts or circumstances indicating Franchisee may have a claim for relief, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, whichever expires first, or such claim or action will be barred.

8. The Franchise Agreement is hereby amended to comply with Section 41, Waivers, of the Act.

9. The Franchise Agreement is amended to state the following: “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 (a) 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.”

10. Article 23 of the Franchise Agreement is amended to delete Sections 23.1, 23.3, 23.5, and 23.6.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20__.

ATTEST

HAND AND STONE FRANCHISE LLC

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

**ADDENDUM TO THE HAND AND STONE FRANCHISE LLC
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA**

1. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory.
2. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).
3. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. This amends Section 22.6 of the Franchise Agreement.
4. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.
5. The Franchise Agreement is amended to state the following: "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 (a) 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."
6. Article 23 of the Franchise Agreement is amended to delete Sections 23.1, 23.3, 23.5, and 23.6.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20__.

ATTEST

HAND AND STONE FRANCHISE LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

Witness

**ADDENDUM TO THE HAND AND STONE FRANCHISE LLC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND**

This will serve as the State Addendum for Hand and Stone Franchise LLC for the State of Maryland for Hand and Stone's Franchise Disclosure Document and for its Franchise Agreement. The amendments to the Franchise Agreement included in this addendum have been agreed to by the parties.

1. Item 5 of the Franchise Disclosure Document is hereby supplemented with the following:

Based on our financial statements, the Maryland Securities Commissioner requires that we post a surety bond. We have secured a surety bond in the amount of \$79,000.00 from the Selective Insurance Company of America to ensure fulfillment of all of our pre-opening obligations to you under the Franchise Agreement. The surety bond is on file with the Maryland Securities Division.

2. Item 11 of the Franchise Disclosure Document shall be amended to state that a franchisee may obtain an accounting of the advertising fund by requesting same in a written request to Franchisor.

3. Item 17 of the Franchise Disclosure Document shall be amended to state any general release signed as a condition to renewal, sale, assignment, or transfer of these agreements shall not release Franchisor from any liability imposed by the Maryland Franchise Registration and Disclosure Law.

4. The Franchisee Disclosure Acknowledgment Statement, which is Exhibit K to the Franchise Disclosure Document, is amended to state that all representations requiring prospective franchisees to assent to a release, or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Item 17 of the Franchise Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. Item 17 of the Franchise Disclosure Document is hereby amended to provide that you may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction within the State of Maryland.

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

**ADDENDUM TO THE HAND AND STONE FRANCHISE LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MARYLAND**

This will serve as the State Addendum for Hand and Stone Franchise LLC for the State of Maryland for Hand and Stone's Franchise Agreement. The amendments to the Franchise Agreement included in this addendum have been agreed to by the parties.

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

2. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. This amends Articles 4 and 18 of the Franchise Agreement.

3. A franchisee may sue/bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Section 3.1 of the Franchise Agreement is amended to provide:

Based on Franchisor's financial statements, the Maryland Securities Commissioner requires that we post a surety bond. We have secured a surety bond in the amount of \$79,000.00 from the Selective Insurance Company of America to ensure fulfillment of all of our pre-opening obligations to you under the Franchise Agreement. The surety bond is on file with the Maryland Securities Division.

5. Section 22.3 of the Franchise Agreement is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. Section 21.5 of the Franchise Agreement is amended to clarify that nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

7. The Franchise Agreement is amended to state that all representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

8. The Franchise Agreement is amended to state the following: "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."

9. Article 23 of the Franchise Agreement is amended to delete Sections 23.1, 23.3, 23.5, and 23.6.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20__.

ATTEST

HAND AND STONE FRANCHISE LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

Witness

**ADDENDUM TO THE HAND AND STONE FRANCHISE LLC
DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MICHIGAN**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (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 five (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 six (6) months' advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. 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) 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48933

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20____.

ATTEST

HAND AND STONE FRANCHISE LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

Witness

**ADDENDUM TO DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA**

This addendum to the Disclosure Document is agreed to this ___ day of _____, 20__, and effectively amends and revises said Disclosure Document and Franchise Agreement as follows:

1. Item 13 of the Disclosure Document and Section 22.1 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding such use.”

2. Item 17 of the Disclosure Document and Section 16.1 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Stat. Sec. 80c.14, Subd.3, 4 and 5 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 Disclosure Document.”

3. Item 17 of the Disclosure Document and Section 22.6 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minn. Stat. Sec. 80C.21 and Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreements can abrogate or reduce any of 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 jurisdiction.”

4. Item 17 of the Disclosure Document and Section 4.2 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release.”

5. Section 22.5 of the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

6. Section 22.3 of the Franchise Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

7. The Franchise Agreement is amended to state the following: “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 (a) 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.”

8. Article 23 of the Franchise Agreement is amended to delete Sections 23.1, 23.3, 23.5, and 23.6.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20__.

ATTEST

HAND AND STONE FRANCHISE LLC

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

**ADDENDUM TO THE HAND AND STONE FRANCHISE LLC
DISCLOSURE DOCUMENT
REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK**

The following Items are required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

1. All references made herein to an “Disclosure Document” shall be replaced with the term “Offering Prospectus” as used under New York Law.

2. The Disclosure Document Cover Page is amended as follows:

- **REGISTRATION OF THIS FRANCHISE BY New York STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, 120 BROADWAY, NEW YORK, NEW YORK 10271-0332. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.**
- **THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. 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 PROSPECTUS.**

3. ITEM 3 is amended by the addition of the following language:

- Except as otherwise disclosed in Item 3, neither franchisor nor any person identified in ITEM 2 has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against them 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. In addition, neither franchisor nor any person identified in ITEM 2 has any 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.
- Except as otherwise disclosed in Item 3, neither franchisor nor any person identified in ITEM 2 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 held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding involving violation of any franchise law, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

- Except as otherwise disclosed in Item 3, neither franchisor nor any person identified in ITEM 2 is subject to any injunctive or restrictive order or decree relating to the franchises, or any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, as a result of a concluded or pending action or proceeding brought by a public agency.

4. ITEM 4 is amended to state that:

- Except as otherwise disclosed in Item 4, neither the franchisor, nor its predecessor, officers or general partner of the franchisor has, during the ten (10) year period immediately before the date of the Disclosure Document, has: (a) filed as a 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; (c) was a principal officer of any company or a general partner in any partnership that either filed as a debtor (or had filed against it) a petition to start action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the Bankruptcy Code during or within one (1) year after the officer or general partner of the franchisor held this position in the company or partnership.

5. ITEM 5 of the Disclosure Document is amended to add the following:

- The Franchise Fee will be used to defray franchisor's costs in obtaining and screening franchisees, providing training, training materials and assisting in opening the Franchised Business for business.

6. ITEMS 6 and 11 of the Disclosure Document are amended to add the following:

- The franchisee will not be required to indemnify franchisor for any liability imposed on franchisor as a result of franchisee's reliance upon or use of procedures or products which were required by franchisor, if such procedures or products were utilized by franchisee in the manner required by franchisor.

7. ITEM 17 of the Disclosure Document is amended to add the following:

- No general release shall be required as a condition of renewal, termination and/or transfer which is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687.4 and 687.5.
- ITEM 17(d) is amended to provide that you may terminate the Agreement on any grounds available by law.

- ITEM 17(j) is amended to state, that no assignment will be made except to an assignee who, in the good faith judgment of Franchisor, is able to assume our obligations under the Agreement.
- ITEM 17(w) is amended to state that New York Law governs any cause of action which arises under the New York General Business Law, Article 33, Section 680-695.

8. Franchisor represents that this Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact.

ATTEST

HAND AND STONE FRANCHISE LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

Witness

**ADDENDUM TO THE HAND AND STONE FRANCHISE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK**

In recognition of the requirements of Article 33 of the General Business Law of the State of New York, the parties to the Hand and Stone Franchise LLC Franchise Agreement agree as follows:

1. Section 22.1 of the Franchise Agreement will be supplemented by adding the following language at the end of the Section:

provided, however, that all rights enjoyed by Franchisee and any causes of action arising in franchisee’s 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 provision that the nonwaiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied;
2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the General Business Law of the State of New York, Sections 680-695, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.
3. The Franchise Agreement is amended to state the following: “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 (a) 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.”
4. Article 23 of the Franchise Agreement is amended to delete Sections 23.1, 23.3, 23.5, and 23.6.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Franchise Agreement and Multi-Unit Agreement in duplicate on the date indicated below.

ATTEST

HAND AND STONE FRANCHISE LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

Witness

**ADDENDUM TO THE HAND AND STONE FRANCHISE LLC
DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF RHODE ISLAND**

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that:

“A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20__.

ATTEST

HAND AND STONE FRANCHISE LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

Witness

**ADDENDUM TO THE HAND AND STONE FRANCHISE LLC
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT AND REQUIRED FOR THE
COMMONWEALTH OF VIRGINIA**

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Hand and Stone Franchise LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 12.

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 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.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

2. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Hand and Stone Franchise LLC for use in the Commonwealth of Virginia shall be 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 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.

3. The Franchise Agreement is amended to state the following: "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 (a) 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."

4. Article 23 of the Franchise Agreement is amended to delete Sections 23.1, 23.3, 23.5, and 23.6.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20____.

ATTEST

HAND AND STONE FRANCHISE LLC

Witness

By: _____
Name: _____
Title: _____

FRANCHISEE:

**ADDENDUM TO THE HAND AND STONE FRANCHISE LLC
DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT AS REQUIRED BY THE STATE
OF WASHINGTON**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington. The undersigned does hereby acknowledge receipt of this addendum.

Item 3 – To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance (“AOD”) with the State of Washington dated October 7, 2019, where we affirmed that we already removed from our form franchise agreement any provision which restricted a franchisee from soliciting and/or hiring the employees of our other franchisees, which the Attorney General alleges violated Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to not include any such provisions in future franchise agreements, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

Item 5

We have secured a surety bond in the amount of \$100,000.00 from the Fidelity and Deposit Company of Maryland to ensure fulfillment of all of our pre-opening obligations to you under the Franchise Agreement. The surety bond is on file with the Washington Department of Financial Institutions.

Section 17.7 of the Franchise Agreement is revised to omit the following language: “Franchisee and each of its Owners agree that the liquidated damages provision does not give Franchisor an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.”

Section 18.2(k) of the Franchise Agreement is amended to include the following language: “, provided, however, that this provision is not intended to apply to statements made or information provided by Franchisor to the third party.”

Section 20.3 of the Franchise Agreement is amended such that franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party’s gross negligence, willful misconduct, strict liability, or fraud.

Section 21.4 of the Franchise Agreement is amended as follows:

Whenever this Agreement requires the prior approval or consent of Franchisor, shall make a timely written request to Franchisor therefor and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

Article 23 of the Franchise Agreement is amended to delete Sections 23.1, 23.3, 23.5, and 23.6, and Sections 23.8 and 23.9 do not apply to claims arising under the Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

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

The undersigned does hereby acknowledge receipt of this addendum.

ATTEST

Witness

HAND AND STONE FRANCHISE LLC

By: _____

Name: _____

Title: _____

FRANCHISEE:

Witness

Witness

**AMENDMENT TO HAND AND STONE FRANCHISE LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WISCONSIN**

This Amendment shall pertain to franchises sold in the State of Wisconsin and shall be for the purpose of complying with the Wisconsin Fair Dealership Law. Notwithstanding anything which may be contained in the body of the Franchise Agreement to be contrary, the Agreements shall be amended as follows:

1. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between Franchisor and franchisee inconsistent with the Law.

2. The Franchise Agreement is amended to state the following: “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 (a) 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.”

3. Article 23 of the Franchise Agreement is amended to delete Sections 23.1, 23.3, 23.5, and 23.6.

ATTEST

HAND AND STONE FRANCHISE LLC

Witness

By: _____
Name: _____
Title: _____

Witness

FRANCHISEE:

**ADDENDUM TO HAND AND STONE FRANCHISE LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WISCONSIN**

For franchises and franchisees/developers subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Hand and Stone Franchise LLC Wisconsin Franchise Disclosure Document.

Item 17.

For Wisconsin franchisee/developers, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and franchisee inconsistent with the Law.

EXHIBIT J TO THE DISCLOSURE DOCUMENT
SOFTWARE SUBLICENSE AGREEMENT

SUBLICENSE AGREEMENT

[TO BE REVIEWED BY LICENSEE; MATERIAL REVISIONS SUBJECT TO LICENSOR'S APPROVAL]

This Sublicense Agreement (“Agreement” or “License”), dated __, 20__, is made by and between Hand and Stone Franchise LLC, a New Jersey limited liability company (“Sublicensor”), and _____ (“Sublicensee”).

RECITALS

A. Sublicensor is the franchisor of the Hand and Stone Franchise LLC massage and facial spa franchises. Sublicensor has licensed (with a right to sub-license) certain software for use in the operation of Hand and Stone Franchise LLC franchisees (the “Software”), which license is granted by the owner of the Software (the “Master Licensor”) upon the terms and condition set forth in the agreement between the Master Licensor and Sublicensor; and

B. Sublicensee has entered into a franchise agreement to operate a spa franchise (the “Franchise Agreement”); and

C. The Software is required for the operation of a spa franchise; and

D. Pursuant to the Franchise Agreement, Sublicensee is required to execute this Agreement and obtain a license to use the Software; and

E. Sublicensor wishes to grant certain rights and licenses to Sublicensee with respect to the Software, and Sublicensee wishes to obtain such rights and licenses with respect to the Software, on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services. Sublicensor hereby grants Sublicensee a non-exclusive, non-transferable, revocable, non-sublicenseable license to use the Software exclusively for the internal operations of a spa franchise and for no other purpose. Sublicensor shall provide all documentation for the operation of the Software.

2. Term. Unless sooner terminated, the term of this Agreement and of the sublicense granted herein will begin on the Effective Date and continue until the expiration or termination of the Franchise Agreement (“Term”). If Sublicensee enters into a successor franchise agreement with Sublicensor, then Sublicensee must execute the then current form of sublicense agreement and comply with all terms and conditions set forth in the then current form of sublicense agreement. The Sublicensee acknowledges that the terms and conditions of the then current form of sublicense agreement may be substantially different from the terms and conditions of this

Agreement including without limitation, with respect to fees.

3. Technical Requirements. Sublicensee agrees to comply with the applicable hardware, software and other technical and pre-setup requirements for Sublicensee's use of the Software as the Sublicensor or its licensor may establish from time to time during the Term.

4. Software Support.

(a) Sublicensor shall provide technical support for the Software during normal business hours Monday through Friday. If additional support is needed during non-business hours, Sublicensor may provide such support at an additional fee to Licensee, availability permitting. Sublicensor may contract with third parties to provide any or all maintenance and support services specified in this Agreement. If, in Sublicensor's judgment it is not commercially feasible to provide any maintenance or support services, Sublicensor may terminate any or all of such support or maintenance services.

(b) Certain locations may be susceptible to power outages and/or fluctuations that can cause a computer to crash or shut down. Sublicensee is responsible for the installation and maintenance battery backups systems and data backup. Sublicensor is not responsible for any such losses of data, nor does Sublicensor assume responsibility or liability for any losses or damages arising, directly, or indirectly, from Sublicensee's improper use or maintenance of the Software or hardware.

(c) Sublicensee is responsible for installing and maintaining updated anti-virus software at all times on any hardware that runs the Software.

5. Payment.

(a) It is the express understanding of the parties that the Sublicensor shall sublicense the software to its franchisees. In consideration for the Sublicense and the services to be performed hereunder, Sublicensee shall pay Sublicensor a monthly fee of \$587.00 dollars (the "Monthly Maintenance Fee") for each franchise location Sublicensee owns or operates. This Monthly Maintenance Fee may increase by a minimum of 3% percent on the first day of each calendar year thereafter, for each franchise location Sublicensee owns or operates, throughout the term of this Agreement.

(b) All applicable fees are to be paid to Sublicensor via an ACH bank transfer, due on the 1st day of each month or by the morning of the next business day. Any fees not received will be assessed a late fee penalty of 1.5% per month or, if lower, the highest rate permitted under applicable law, until said fees are paid in full.

(c) The Sublicensee will not, on grounds of the alleged nonperformance by Sublicensor of any of its obligations or for any other reason, withhold payment of any Software License Fees or payments due to Sublicensor pursuant to this Agreement or pursuant to any other contract, agreement or obligation. The Sublicensee will not have the right to "offset" any liquidated or unliquidated amounts, damages or other sums allegedly due to the Sublicensee by Sublicensor against any payments due to Sublicensor under this Agreement.

(d) If Sublicensor authorizes a sale of Sublicensee's franchise to a third party ("Transferee") Sublicensee must notify the Transferee that it will be obligated to enter into a new sublicense agreement with Sublicensor, and that a license transfer fee of \$300 dollars will be required to be paid to Sublicensor.

(e) For purposes of this Agreement, software setup fees and Monthly Maintenance Fees will be collectively referred to as "Software License Fees." The Sublicensee acknowledges that it has agreed, pursuant to the Franchise Agreement, to obtain and maintain at all times such computer equipment and software (including without limitation, the most current version of the Software) as may from time to time be required by Sublicensor for use in the operation of the Licensee's franchise. The Sublicensee further acknowledge that future changes in technology and the opportunity and need to meet and surpass competition may necessitate that Sublicensor upgrade the Software License Fees due hereunder to amounts reasonably sufficient to cover the costs such upgrade and a reasonable return to Sublicensor on its investment in and administration of such upgrade. The Sublicensee further acknowledges that any upgrade to the Software may necessitate upgrades in the Sublicensee's hardware and third-party software required to operate the Software, which may result in additional costs or fees payable by the Sublicensee.

6. Access to Software and Information. The Sublicensee agrees that Sublicensor will at all times have the right to access the Software and its data, by modem, print-out of data or any other means selected by Sublicensor, for purposes of obtaining financial, sales, customer, listing, business, supplier, teaching and all other data and information contained, resident or otherwise available in the Sublicensee's computer system, for purposes of verifying compliance by the Sublicensee with the terms of this Agreement or the Franchise Agreement, and for such other purposes as may be determined by Sublicensor, in its absolute, exclusive and unrestricted judgment. Sublicensor will have the right to retain and use any information obtained by accessing the Software licensed to Sublicensee for any purposes deemed appropriate by Sublicensor, in its absolute, exclusive and unrestricted judgment.

7. Sublicensee Training. Sublicensor shall conduct training session pursuant to the guidelines set forth in the Franchise Agreement. In addition, Sublicensee shall attend mandatory ongoing training sessions, at times and at such locations as Sublicensor shall establish.

8. Ownership. Sublicensee acknowledges that Sublicensor has the sole right to license and control Sublicensee's use of the Software. Sublicensee acknowledges that it has no ownership right into any data or information generated by the Software, including customer lists, customer data and other sales information. Sublicensee further acknowledges that it does not acquire any right, title or interest in the Software except as set forth herein. Master Licensor specifically retains all right, title and interest in and to all proprietary and intellectual property rights in and to the Software, including without limitation, trade secrets, data, customer lists, copyrights, trademarks, patents, functionality and business methodology embodied therein, and the like. All rights not expressly granted to Sublicensee herein are specifically reserved to Sublicensor and Master Licensor, as applicable. Upon termination of this Agreement, Sublicensee shall have no right to utilize the Software or any data generated by the Software.

9. Restrictions on Use.

(a) Sublicensee may not decompile, reverse compile, reverse engineer, reverse assemble or otherwise derive a source code equivalent for the Software. Sublicensee may not bypass or breach any security device or protection used on the Software. In addition, Sublicensee may not copy the Software without the Licensor's written consent. Sublicensee may not download any portion of the Software except as the Sublicensor may expressly permit or instruct. Sublicensee may not permit any third-party access to the Software, and may use the Software only on computers for which Sublicensee controls access to the Software. Sublicensee may not assign, transfer, sell, rent, license, sublicense, or grant any rights to or interests in the Software to any corporation, partnership or other business entity or any other person. Sublicensee may not, at any time, use or exploit or authorize any third party to use or exploit, any of the Software's content or data for the purpose of unfairly competing against any other Hand and Stone Franchisee or violating the privacy rights of any customers or employees of other franchisees. Sublicensee may not knowingly or through gross negligence input, upload, transmit or otherwise provide to or through the Software, any virus, worm, malware, spyware or other malicious computer code, computer instruction, device or technique that can or was designed to permit unauthorized access to, or to destroy, disrupt, disable, damage, distort, or otherwise harm or impede the Software or any computer, hardware, system or network, or any content or data. Sublicensee will comply with all terms and conditions packaged or accompanying any third-party software furnished to Licensee under this Agreement.

(b) Sublicensee is prohibited from printing or copying (including, without limitation, for back-up, training, testing or disaster recovery), in whole or in part, the Software except to the extent expressly permitted in advance in writing by Sublicensor, which permission Sublicensor may withhold in its sole discretion. Any back-up training, testing or disaster recovery system intended to be or used by Sublicensee must be approved in advance in writing by Sublicensor, which approval Sublicensor may withhold in its sole discretion. Sublicensee acknowledges and agrees that any and all diskettes, CDs or any other physical embodiments or media, including, but not limited to, authorized and unauthorized copies, of the Software are the sole and exclusive property of the Master Licensor. Any authorized copies of the Software must contain appropriate proprietary and trade secret, copyright, trademark or other applicable legends as designated by Licensor. Sublicensee shall not use the name of Software or refer to Software directly or indirectly in any papers, articles, advertisements, sales presentations, news releases or releases to any third party without the prior written approval of Sublicensor for each such use. You may not release the results of any performance or functional evaluation of any portion of the Licensed Software to any third party.

10. Exclusion of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, SUBLICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE, OR ANY COMPONENT OF THE FOREGOING, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, CORRECTNESS, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE), OR ANY REPRESENTATION THAT THE SOFTWARE WILL MEET SUBLICENSEE'S

REQUIREMENTS OR THAT THE SUBLICENSEE'S OR ANY AUTHORIZED USER'S USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES.

11. Limitation of Liability. SUBLICENSOR SHALL HAVE NO LIABILITY TO SUBLICENSEE OR TO ANY APPROVED FRANCHISEE WITH RESPECT TO SUBLICENSOR'S OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFIT, REVENUE, DATA OR GOODWILL, WHETHER INCURRED OR SUFFERED AS A RESULT OF ANY ERRORS, DEFECTS OR NON-FUNCTIONING OF THE SOFTWARE PRODUCTS OR OTHERWISE, EVEN IF SUBLICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SUBLICENSOR'S AGGREGATE LIABILITY HEREUNDER FOR ANY CAUSE IN ANY CALENDAR YEAR ARISING OUT OF OR RELATED TO SUBLICENSOR'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT OR OTHERWISE EXCEED THE AMOUNT OF THE MONTHLY MAINTENANCE FEES PAID HEREUNDER TO LICENSOR IN THE CALENDAR YEAR IN WHICH SUCH DIRECT DAMAGES ARE INCURRED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF LIMITED WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

12. Remedies for Third Party Infringement. In the event the Software is held by any court of competent jurisdiction to infringe the rights of a third party or to violate a patent, and its use is enjoined, Sublicensor shall have the obligation, at its expense, to (i) modify the infringing Software, without impairing in any material respect its functionality, so that it is non-infringing or non-violative, or (ii) procure for Sublicensee the right to continue to use the infringing Software for any remaining unexpired portion of the Term, or (iii) replace the infringing Software with equally suitable non-infringing software. The foregoing is Sublicensee's sole remedy for infringement. If Sublicensor is unable to make any of the foregoing alternatives available to Sublicensee, Sublicensee shall receive a rebate of a prorated portion of the License fee charged hereunder, representing the fee due for the remaining unexpired portion of the Term.

13. Confidentiality; Non-Disclosure. Sublicensee agrees that the Software contains valuable proprietary information and that, except for those rights conveyed in this Agreement, Sublicensee retains no ownership rights in the Software. During the term of this Agreement, Sublicensee shall maintain the confidentiality of this information and not disclose the same to any third party or use it except as authorized by this Agreement. Sublicensee shall have no obligation of confidentiality or non-use with regard to information which (i) is or becomes a part of the public domain through no act or omission of Sublicensee, (ii) was in the Sublicensee's lawful possession prior to the disclosure thereto and had not been obtained by Sublicensee either directly or indirectly from Sublicensor, (iii) is lawfully disclosed to Sublicensee by a third party without restrictions on disclosure, (iv) is independently developed by Sublicensee, or (v) is required to be disclosed by law.

14. Termination. This Agreement shall automatically terminate upon the termination or expiration of the Franchise Agreement. The Sublicensor may terminate this Agreement: (a)

without notice at any time if Sublicensee is in default of the Franchise Agreement or Area Representative Agreement; (b) if Sublicensee fails to pay the Monthly Maintenance Fee when due and such failure continues unremedied for five (5) days; (c) upon ten (10) days written notice of Sublicensee's failure to comply with any other term of this Agreement if such failure is not remedied within ten (10) days following such notice. In the event of termination, and without limiting Sublicensor's remedies hereunder, Sublicensee shall be responsible for payment of all past due Monthly Maintenance Fees and charges up to the date of such termination.

15. Third Party Beneficiary. Sublicensee understands, acknowledges, and agrees with Sublicensor that Master Licensor, Sublicensor, and its affiliates, assigns and designees (which may include the creator of the Software) are an intended third-party beneficiary of the terms and conditions of this Agreement.

16. Restriction on Assignment. Sublicensee may not assign its rights or delegate its duties under this Agreement without the prior written consent of Sublicensor, which may be withheld in its sole and absolute discretion. Sublicensor reserves the right to assign its rights and obligations under this Agreement to a third party.

17. Governing Law and Dispute Resolution. The parties agree that the laws of the State of Pennsylvania (without giving effect to its conflicts of law principles) govern all matters and actions arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. The parties further agree and attorn to the exclusive jurisdiction of the state or federal courts of the State of Pennsylvania as the venue for any claim or dispute, and expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any claim or action in connection with this License.

18. Notices. All notices required to be given under this Agreement shall be in writing and shall be transmitted either by personal delivery, reliable overnight courier (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested, or by confirmed facsimile transmission. Any such notice shall be effective upon delivery, if delivered by confirmed facsimile transmission or by personal delivery or overnight courier, and 72 hours after dispatch, if mailed in accordance with the above. Notices to the respective parties shall be sent to the following addresses unless written notice of a change of address has been previously given pursuant hereto:

To Sublicensor: HAND AND STONE FRANCHISE LLC

with copy to: _____

To Sublicensee: _____

19. Waiver. No waiver or breach of any provision of this Agreement by Sublicensor

will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of Sublicensor.

20. Entire Agreement. This Agreement and exhibits or addenda, along with the Franchise Agreement or Area Representative Agreement, contain the entire understanding of the parties with respect to the transactions and matters contemplated hereby and this Agreement supersedes all previous agreements concerning the subject matter. This Agreement cannot be amended except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.

SUBLICENSOR

HAND AND STONE FRANCHISE LLC

By: _____, its _____

SUBLICENSEE

**EXHIBIT K TO THE DISCLOSURE DOCUMENT
ARCHITECTURAL SERVICES AGREEMENT**



Date

Franchisee
Company
Address
City, State Zip

RE: Proposal for Architectural [and Engineering Services]

Hand and Stone, Spa Location

Dear Franchisee,

Thank you for the opportunity for HS Design, LLC (referred to as “HS Design” or the “Architect”) to provide you with a proposal for Architectural [and Engineering] Services for your upcoming spa in City, State, USA. By being an in-house architectural firm solely dedicated to H&S Franchise owners, our primary focus is to provide you with accurate construction documents, professional service, and quick turnaround times, all of which are at a competitive rate.

Project Description:

The scope of work for this project will consist of tenant improvements for a new Hand and Stone location at ABC Shopping Center in City, State, USA. The space is approximately 2,000-4,000 sf.

The layout of the spa will be shown as the Concept Plan and will include the following:

- Treatment Rooms
- One (1) Couple’s Treatment Room
- Reception and Waiting Area
- Office
- Two (2) Restrooms
- Employee Break Room
- Storage Closets

Spa construction will generally include metal stud walls and drywall and follow materials as dictated by local building codes.

No exterior alternations are anticipated except for a new store sign.

Electrical service includes 480/277v and/or 120/208v panels.

HVAC service is a heat pump system or a rooftop unit.

Plumbing services includes a cold-water line and a sanitary sewer.

Fire Suppression system will be added/modified to accommodate the spa layout.

Fire Alarm system will be added/modified to accommodate the spa layout.

Scope of Services:

Schematic Design:

A Concept Plan will be created based on building shell drawings obtained from the landlord. If accurate shell drawings are not obtainable, it may be necessary for us to conduct a site survey of the premises before proceeding further. The site survey would be a flat fee of \$1,500 plus direct reimbursement for travel expenses. See *Reimbursable Expenses*.

Construction Documents:

Once the Concept Plan is complete and has been approved by you, the Client and Hand & Stone Franchise LLC, drawings will proceed to the Construction Document phase. Any significant changes made to the base plan after approval is subject to additional design fees.

Construction Documents will consist of plans, elevations, details, schedules and specifications in sufficient detail to receive building permits and for a qualified contractor's use for construction.

Construction Documents will include architectural, HVAC, plumbing and electrical design. The fire suppression and/or fire alarm will be designed by the contractor. Fire suppression scope is limited to the location of sprinkler heads as required.

HVAC design will be limited to providing notes regarding the ductwork design. Exhaust fans will be provided for the toilet rooms. The HVAC contractor will be responsible for final design of the ductwork.

OR

Where required, HVAC design will include design of the roof top units and ductwork. Exhaust fans will be provided for the toilet rooms. Structural supports for the units will be indicated.

Plumbing design is limited to water and sanitary riser diagram and plans.

Electrical design is limited to placement of lighting, receptacles, switches and other power requirements. Detailed circuiting to the existing electrical panel is not included. If the code official requires an electrical panel schedule, we can provide this as additional services for the fee stated herein.

OR

Where required, electrical design will include new panels, lighting, receptacles, switches and other power requirements.

Electrical fault current calculations or energy calculations will be provided if required by the city or authority having jurisdiction.

Upon the completion of the initial Construction Documents, a "check set" will be provided to you, the Client as well as the landlord for review and to provide comments. Comments will then be incorporated into the drawings prior to issuing completed permit sets.

Bidding:

H&S Director of Construction, Nick Malone, can provide assistance when sending the project out to bid. HS Design will be available to answer any requests for information (RFIs) from bidding contractors.

Permitting:

You will be provided with sets of signed and sealed Construction Documents for submission for permits. Payment of review or permit fees is not included in this proposal.

Once all comments are received from the building department, they will be addressed in order to obtain plan check approval. Re-submissions will be made via your contractor. Any changes that require significant deviation from the completed drawings will be considered additional services.

This proposal does not include completion of permit forms or providing information about the building shell or site.

Permit Expediting Services:

HS Design can coordinate permit expediting services (highly recommended) on your behalf to help streamline the project. In many cases, this can move your Grand Opening up by weeks! These fees range from \$900 to \$2,250 for most locations.

Base Project Fees:

The fees for the services listed above are as follows:

Architectural Services (Schematic Design and Construction Documents)	\$x,xxx
<u>Engineering Services and Energy Calculations (Construction Documents)</u>	<u>\$x,xxx</u>
Total	\$xx,xxx

Retainer:

An initial retainer of \$2,000 is required at the commencement of our services.

Administrative Fees:

Electronic (unsigned and unsealed) sets will be provided to the Client and Hand & Stone Franchise Corporation at no additional costs. Any hard copies of drawings and/or signed and sealed digital copies required by the building department for permit review and/or by the landlord will be billed as required. Printing/postage/shipping will be charged at 1.10 times costs. *See Reimbursable Expenses below.*

Reimbursable Fees:

Reproductions and other administrative expenses:	1.10 times cost
Travel (mileage)	current IRS rate for mileage
Travel, lodging, meals	cost

Additional Services:

Additional Services, which shall be billed in addition to this proposal, include, but are not limited to:

- Design services requested by you that are beyond the scope of the work or that deviate significantly from the initial scope of the work.
- Review of millwork shop drawings, plumbing submittals, electrical submittals, etc.
- Verification of existing conditions of the shell space.
- Site Visits
- Environmental Remediation
- Design and drawings for signage, or other graphics.
- Structural alterations.
- Energy calculations for the building shell.
- Meetings with utility companies.
- Preparing As-Built drawings at completion of construction.
- Fault Current Calculations
- Review of Applications for Payment
- LEED design and documentation
- Preparation of Sample Boards

These services can be provided at the following hourly rates, and will only be undertaken with your approval:

Architect: \$150.00 per hour
Project Manager: \$100.00 per hour

Preliminary Schedule:

Schematic Design:	< 3-5 business days from contract execution
Construction Documents (check set):	max 20 business days from Schematic Design approvals
Permit sets ready to ship:	< 5 business days from receipt of final Client and Landlord comments

Respectfully Submitted:

HS Design, LLC

Acceptance: If accepted please sign one copy of this signature page and return with the retainer payment. Upon acceptance and execution this proposal becomes a legally binding agreement. The Terms and Conditions attached hereto are incorporated herein and shall apply to this proposal.

X _____
(Client)

X _____
(Date)

Terms and Conditions

(Client) Responsibilities:

The Client shall provide full information regarding requirements for the project, including a design program that shall set forth the client's objectives, schedule, constraints and criteria.

The Client shall furnish a complete set of building shell drawings, lease outline drawings, legal descriptions and utility locations to the Architect prior to beginning work. The Architect is not responsible for review or verification of existing conditions.

The Client shall furnish accurate and current AutoCAD files of the building shell of the tenant space to serve as a base to design the project. The Architect is not responsible for verifying the accuracy of the CAD file.

If necessary, the Client shall provide the services of an environmental consultant for the identification and remediation of mold, asbestos containing materials or other hazardous materials.

The Client shall provide prompt written notice to the Architect if the Client becomes aware of any fault or defect in the services provided or with the contract documents prepared by the Architect.

(Architect) Responsibilities:

The Architect covenants with Client to exercise reasonable care in manner consistent with the standards required of other architects providing similar services under similar circumstances.

The Architect will provide the services in a reasonably expedient, professional, and economical manner consistent with the standards of the profession.

Work under this agreement is considered a service, and shall not be construed as goods or products.

The amount of liability arising out of performance under this agreement shall be limited to claims directly attributable only to the failure to exercise the degree of skill and performance normally exercised by qualified architects providing similar service under similar conditions, and shall be strictly limited to the costs of services rendered under this Agreement.

The Architect will maintain, for a period of one (1) year after the completion of our services, professional liability insurance in the amount of \$1,000,000 per claim and \$2,000,000 annual aggregate limit of liability providing coverage for claims arising from the Architect's negligent acts, errors, or omissions in providing the services under this agreement. Any claim related to this Agreement will be barred unless an action for a claim is commenced within one (1) year from the date on which Client knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

Payment to the Architect:

The Architect shall submit monthly invoices to the Client for payment for services performed under the Base Fee, as well as for all reimbursable expenses and Client approved additional services. Payment is due from the client within thirty (30) days of the invoice date.

Amounts unpaid after thirty (30) days of the invoice date shall bear interest at the rate of 1.0% per month.

Unless prior written arrangement is made with the Architect, the Architect is not obligated to release signed and sealed drawings and/or distribute drawings if payment has not been received for services provided.

This proposal is valid for a period of ninety (90) days from the date of this proposal and is subject to adjustment by the Architect thereafter.

The Client shall make the initial retainer payment prior to the Architect beginning services, which shall be credited to the Client's account at final payment.

Expedited Services:

Services requested by the Client to be completed on an expedited schedule, or required to be completed in an expedited manner to maintain the proposed project schedule to due changes by the Client, shall be billed at 1.25 times the contract amount.

The Architect will notify the Client that expedited services may be required before beginning the expedited services. The expedited services will be provided unless written notice from the Client is received immediately by the Architect.

Termination of Services:

This agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.

The Client may terminate the project for any reason, with or without cause, upon not less than seven (7) days' notice to the Architect. In the event of termination, the Client shall pay the Architect for completed services up to the date of termination. The Architect will furnish copies of drawings and other documentation to the Client related to the services performed to the date of termination.

If the Client suspends the project for more than thirty (30) consecutive days, the Architect shall be compensated for services provided prior to the receipt of the Client's written notice to suspend services. The Architect will furnish printed copies of drawings and other documentation to the Client related to the services performed to the date of suspension of the project.

Ownership and Use of Architect's Documents:

The drawings, specifications and other documents prepared by the Architect for this project are instruments of the Architect's service for use solely for this project. The Architect shall retain ownership of the documents.

The Client shall be permitted to retain print and .tif or .pdf electronic copies of the Architect's documents for information and reference in connection with the Client's use and occupancy of the project.

The Architect's documents shall not be used by the Client or others on other projects, or addition to this project, without written permission of the Architect and appropriate compensation and other qualification and upon terms acceptable to the Architect.

The Client agrees to defend, indemnify and hold harmless the Architect against situations arising out of reuse of the documents without the Architect's consent.

Claims for Consequential Damages:

The Architect and Client waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement.

Indemnification:

The Architect agrees to indemnify and hold harmless the client from claims, damages, losses, and expenses arising out of negligent acts, errors or omissions of the Architect as a result of the Architect's services provided under this agreement. The Architect is not obligated to indemnify the Client in any way for the Client's own negligence or negligence of others.

The Client agrees to indemnify and hold harmless the Architect against situations arising out of hazardous materials found at the site.

Dispute Resolution:

Mediation:

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Philadelphia, PA, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Arbitration:

Any claim, dispute or other matter in question arising out of or related to this Agreement, but not resolved by mediation, shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration in Bucks County, PA. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

EXHIBIT L TO THE DISCLOSURE DOCUMENT
GENERAL RELEASE

SAMPLE GENERAL RELEASE

THIS SAMPLE GENERAL RELEASE is made and given on this ____ day of _____,
20____ by _____, (“RELEASOR”) an
individual _____ with _____ an _____ address _____ at:
_____, in consideration of:

_____ the execution by HAND AND STONE FRANCHISE LLC (“RELEASEE”) of a
successor Franchise Agreement or other renewal documents renewing the franchise (the “Franchise”) granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the “Franchise Agreement”) between RELEASOR and RELEASEE; or

_____ RELEASEE’S consent to RELEASOR’S assignment of its rights and duties under the Franchise Agreement; or

_____ RELEASEE’S consent to RELEASOR’S assumption of rights and duties under the Franchise Agreement,

and other good and valuable consideration, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE’S officers, directors, shareholders and employees (in their corporate and individual capacities), and RELEASEE’S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, known or unknown, in law or in equity, that RELEASOR and RELEASOR’S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

This General Release does not apply to claims arising under the Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR:

(type/print name)

By: _____
Name: _____
Title: _____

(or, if an individual)
Signed: _____

name printed: _____

ACKNOWLEDGMENT

State of _____)
) ss
County of _____)

On this ____ day of _____, 20____ before me personally came _____, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the _____ (title) of _____ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
My Commission expires:

(NOTARIAL SEAL)

EXHIBIT M TO THE DISCLOSURE DOCUMENT
FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

NOTICE FOR PROSPECTIVE FRANCHISEES WHO RESIDE IN, OR WHO INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES : CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE) : FOR PROSPECTIVE FRANCHISEES THAT RESIDE IN OR ARE SEEKING TO OPERATE THE FRANCHISED BUSINESS IN ANY REGULATED STATE, DO NOT COMPLETE THIS QUESTIONNAIRE OR TO RESPOND TO ANY OF THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE.

As you know, Hand and Stone Franchise LLC (the “Franchisor”) and you are preparing to enter into a franchise agreement (the “Franchise Agreement”) for the establishment and operation of a Hand and Stone Massage Spa Business (the “Franchised Business”). The purpose of this Questionnaire is to determine whether any statements or promises were made to you by employees or authorized representatives of the Franchisor, or by employees or authorized representatives of a broker acting on behalf of the Franchisor (“Broker”) that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. The Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised Business from an existing Franchisee, you may have received information from the transferring Franchisee, who is not an employee or representative of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____, 20____.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes _____ No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

5. Have you received and personally reviewed the Franchisor’s Disclosure Document that was provided to you?

Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes _____ No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes _____ No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes _____ No _____

10. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any

particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

11. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

12. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

13. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes _____ No _____

14. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____

15. Has any employee of a Broker or other person speaking on behalf of the Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that the Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes _____ No _____

16. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

17. Have you paid any money to the Franchisor concerning the purchase of this franchise prior to today?

Yes _____ No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

I signed the Franchise Agreement and Addendum (if any) on _____, 20____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions. In addition, by signing this Questionnaire, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including the Broker or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including the Broker or any other broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

C. You further acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you hereby certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

- (i) a person or entity listed in the Annex to the Executive Order;
- (ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;
- (iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You further covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of the Franchise Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Acknowledged this ____ day of _____, 20____.

Sign here if you are taking the franchise as an

INDIVIDUAL:

Signature

Print Name _____

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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
Florida	Effective
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Effective
Minnesota	Pending
New York	Pending
North Dakota	Not Registered
Rhode Island	Pending
South Dakota	Pending
Utah	Effective
Virginia	Pending
Washington	Pending
Wisconsin	Pending

In all other states, the effective date of this Franchise Disclosure Document is the Issuance Date is April 12, 2024.

RECEIPT

(RETURN ONE COPY TO US)

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 Hand and Stone Franchise 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 or grant. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. 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.

If Hand and Stone Franchise 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit A.

The franchisor is Hand and Stone Franchise LLC, located at 1210 Northbrook Drive, Suite 150, Trevose, Pennsylvania 19053. Its telephone number is (215) 259-7540.

Issuance date: April 12, 2024

The franchise seller for this offering is as follows:

Please check all that apply. If you are working with an additional franchise seller not listed below, please provide their name, address and phone in the space provided:

<input type="checkbox"/> Jennifer Durham 1210 Northbrook Drive, Suite 150 Trevose, Pennsylvania 19053 (215) 259-7540	<input type="checkbox"/> Additional Seller Name: _____ Address: _____ City/ST/Zip: _____ Phone: _____
--	--

Hand and Stone Franchise LLC authorizes the agents listed in Exhibit A to receive service of process for it.

I have received a disclosure document dated April 12, 2024, that included the following Exhibits:

- Exhibit A – List of State Administrators/Agents for Service of Process
- Exhibit B – Table of Contents of the Operations Manual
- Exhibit C – Financial Statements
- Exhibit D – Franchise Agreement
 - Exhibit A – Approved Location; Protected Territory
 - Exhibit B – Nondisclosure and Non-Competition Agreement
 - Exhibit C – Transfer to a Corporation or Limited Liability Company
 - Exhibit D – Collateral Assignment and Assumption of Lease
 - Exhibit E – Acknowledgment of Telephone Number Ownership

- Exhibit F – ACH Agreement
- Exhibit G – Franchisee Disclosure Acknowledgment Statement
- Exhibit E – List of Active Franchise Owners
- Exhibit F – List of Franchisees Who Have Left the System
- Exhibit G – List of Regional Developers
- Exhibit H – List of Regional Developers Who Have Left the System
- Exhibit I – State Specific Addenda
- Exhibit J – Software Sublicense Agreement
- Exhibit K – Architectural Services Agreement
- Exhibit L - Sample General Release
- Exhibit M – Franchisee Disclosure Acknowledgment Statement

Date: _____
 (Do not leave blank)

 Signature of Prospective Franchisee

 Print Name

Date: _____
 (Do not leave blank)

 Signature of Prospective Franchisee

 Print Name

You may return the signed receipt either by signing, dating and faxing a copy of the signed and dated receipt to Hand and Stone Franchise LLC at (215) 259-7540, or by mailing it to Hand and Stone Franchise LLC at 1210 Northbrook Drive, Suite 150, Trevose, Pennsylvania 19053.

RECEIPT

(RETURN ONE COPY TO US)

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 Hand and Stone Franchise 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 or grant. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. 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.

If Hand and Stone Franchise 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit A.

The franchisor is Hand and Stone Franchise LLC, located at 1210 Northbrook Drive, Suite 150, Trevose, Pennsylvania 19053. Its telephone number is (215) 259-7540.

Issuance date: April 12, 2024

The franchise seller for this offering is as follows:

Please check all that apply. If you are working with an additional franchise seller not listed below, please provide their name, address and phone in the space provided:

<input type="checkbox"/> Jennifer Durham 1210 Northbrook Drive, Suite 150 Trevose, Pennsylvania 19053 (215) 259-7540	<input type="checkbox"/> Additional Seller Name: _____ Address: _____ City/ST/Zip: _____ Phone: _____
--	--

Hand and Stone Franchise LLC authorizes the agents listed in Exhibit A to receive service of process for it.

I have received a disclosure document April 12, 2024, that included the following Exhibits:

- Exhibit A – List of State Administrators/Agents for Service of Process
- Exhibit B – Table of Contents of the Operations Manual
- Exhibit C – Financial Statements
- Exhibit D – Franchise Agreement
 - Exhibit A – Approved Location; Protected Territory
 - Exhibit B – Nondisclosure and Non-Competition Agreement
 - Exhibit C – Transfer to a Corporation or Limited Liability Company
 - Exhibit D – Collateral Assignment and Assumption of Lease
 - Exhibit E – Acknowledgment of Telephone Number Ownership

- Exhibit F – ACH Agreement
- Exhibit G – Franchisee Disclosure Acknowledgment Statement
- Exhibit E – List of Active Franchise Owners
- Exhibit F – List of Franchisees Who Have Left the System
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- Exhibit I – State Specific Addenda
- Exhibit J – Software Sublicense Agreement
- Exhibit K – Architectural Services Agreement
- Exhibit L - Sample General Release
- Exhibit M – Franchisee Disclosure Acknowledgment Statement

Date: _____
 (Do not leave blank)

 Signature of Prospective Franchisee

 Print Name

Date: _____
 (Do not leave blank)

 Signature of Prospective Franchisee

 Print Name

You may return the signed receipt either by signing, dating and faxing a copy of the signed and dated receipt to Hand and Stone Franchise LLC at (215) 259-7540, or by mailing it to Hand and Stone Franchise LLC at 1210 Northbrook Drive, Suite 150, Trevose, Pennsylvania 19053.