

FRANCHISE DISCLOSURE DOCUMENT



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

There is no initial franchise fee. The total investment necessary to begin operation of a Smile Source franchise is \$60,500 to \$435,000 if you open a new office and \$27,800 to \$86,200 if you convert an existing office. None of this amount is paid to the franchisor or any affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Smile Source L.P. at 4025 Feather Lakes Way #5858, Kingwood, Texas 77339 and 888-890-9990.

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

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

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

Issuance Date: March 1, 2022

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit 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 Smile Source 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 franchisor 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 Smile Source franchisee?	Item 20 or Exhibit H and Exhibit I lists 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 Texas. 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 Texas than in your own state.

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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EXHIBITS

EXHIBIT A	LIST OF STATE FRANCHISE LAW ADMINISTRATORS
EXHIBIT B	LIST OF AGENTS FOR SERVICE OF PROCESS
EXHIBIT C	SMILE SOURCE MARKETING, INC.'S AUDITED FINANCIAL STATEMENTS AS OF DECEMBER 31, 2021, 2020 AND 2019
EXHIBIT D	SMILE SOURCE MARKETING, INC.'S GUARANTY OF PERFORMANCE
EXHIBIT E-1	FRANCHISE AGREEMENT
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EXHIBIT I	FRANCHISES THAT LEFT THE NETWORK DURING 2021
EXHIBIT J	ADDITIONAL STATE-REQUIRED DISCLOSURES

STATE EFFECTIVE DATES

RECEIPT (*Your copy*)

RECEIPT (*Our copy*)

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

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

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

Smile Source

We are a Texas limited partnership formed on September 29, 2006. Our principal place of business is at 4025 Feather Lakes Way #5858, Kingwood, Texas 77339. We have been operating under the “Smile Source” name since our inception. We do not do business under any names other than “Smile Source.”

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

SSH Corporation (“SSH”) which is controlled by Brazos Equity Fund III, L.P. (“Brazos”), a Delaware limited partnership, owns a majority ownership interest in Smile Source and Smile Source Management. Brazos maintains its principal place of business at 100 Crescent Court, Suite 1777, Dallas, Texas 75201. Brazos has the ability to select all seven members of our Board of Directors. However, by written agreement, two of the seven Directors must be selected from the current Smile Source management. The present members of the Board of Directors are as disclosed in Item 2 of this disclosure document.

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

Smile Source’s Agent for Service of Process

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

The Smile Source Franchise

We have a distinctive system for (i) facilitating the exchange of information on best practices among independent dentists and dental industry experts regarding the management, operation, and promotion of a Dental Care Center; (ii) arranging for price reductions (including discounts and rebates) from vendors supplying dental products and services based on the nationwide buying power of our Network; (iii) advertising, promotional and marketing programs, including the promotion and sale of dental care services

and products; and (iv) offering programs relating to (i), (ii) and (iii) above. We refer to our distinctive methods, proprietary know-how and trade secrets related to the Dental Care Centers collectively as the “System”).

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

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

General Members

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

Affiliates of Smile Source

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

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

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

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

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

Market and Competition

The market for dental care, both need driven and elective services, is highly competitive and continually evolving in reaction to the changes in health care delivery systems and related state and federal regulations.

Your competitors will include other franchised Smile Source offices, General Member offices, independent dental care professionals, national and regional dental chains, national retail and wholesale chains that provide dental products and services, and sometimes mail order suppliers of similar products. You will likely face increased competition from health maintenance organizations.

Industry-Specific Laws or Regulations

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

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

ITEM 2 BUSINESS EXPERIENCE

President and Chief Executive Officer: Gregory D. Groenemann

Greggory D. Groenemann joined us as President and Chief Executive Officer in December 2020. Prior to joining Smile Source, Mr. Groenemann was the President and Chief Executive Officer of SAFE 2 SAVE, a driver safety application, in Kingwood, Texas from July 2020 to December 2020. Prior to that, Mr. Groenemann was the Vice President of Network Development for Vision Source in Kingwood, Texas from February 2015 to November 2019.

Chief Operating Officer: Daniel C. Walker, III

Daniel C. Walker III joined us as Chief Operating Officer in December 2020. Prior to joining Smile Source, Mr. Walker was the Executive Vice President at SAFE 2 SAVE, a driver safety application, in Kingwood, Texas from August 2020 to December 2020. Prior to that, Mr. Walker was Vice President – Strategic Initiatives for Vision Source in Kingwood, Texas from July 2013 to November 2019.

Chief Financial Officer: Sherry L. Wilson

Sherry L. Wilson joined us as Chief Financial Officer in 2020. Prior to joining us, Ms. Wilson was Corporate Controller for Vision Source L.P. in Kingwood, Texas from January 2015 through January 2016 and was Vice President and Corporate Controller from February 2016 through October 2019.

Vice President, Vendor Relations: Tom Allmon

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

BOARD OF DIRECTORS

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

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

SOURCE® Office in Kingwood, Texas.

Board Member: James M. Greenwood

James M. Greenwood has served as a member of the SSH Board of Directors since January 2013. Since June 2016, Mr. Greenwood has served on the Healthcare Associates of Texas, Inc. Board of Directors in Irving, Texas. Mr. Greenwood has served on the Platinum Dermatology Holdings, LLC Board of Directors in Dallas, Texas since November 2016 and as the Executive Chairman of Retina Consultants of America in Southlake, Texas, since January 2020. Mr. Greenwood has also served as a board member of LEARN Behavioral in Baltimore, Maryland, since May 2019 and as a board member of Cardiovascular Associates of America in Washington, DC since January 2022. Previously, Mr. Greenwood served as President and Chief Executive Officer of VSH and Vision Source from August 2013 until October 2019 and as a board member of Concentra in Addison, Texas from June 2015 until December 2021. From May 2011 until March 2017, Mr. Greenwood was a member of the Board of Managers of Epic/Freedom, LLC in Dallas, Texas and from June 2016 until December 2018, he was a member of the Board of Directors of Legacy Heart Care, LLC in Fort Worth, Texas.

Board Member: Jeff S. Fronterhouse

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

Board Member: Glenn W. Askew

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

Board Member: James J. Bradford

James J. Bradford has served as a member of the SSH Board of Directors since May 2017. Since June 2015, Mr. Bradford has served as a partner of Riata Capital Group in Dallas, Texas.

**ITEM 3
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5
INITIAL FEES**

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

**ITEM 6
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty	Up to 2.00% of Gross Receipts, but currently 1.45% for new franchisees	The first day of the month following the month for which payment is made. Delinquent if not received by 45 days after end of calendar month for which payment was due.	See Footnote No. 1 and 2
Registration Fee for Attendees at Annual Meeting	A registration fee for attendance at the annual meeting is charged and for the 2022 annual meeting, the registration fee is \$750 per person, i.e. dentists, associates, staff members and family member, and covers meals for all paid attendees. The registration fee is subject to change by Smile Source.	At least two weeks before meeting	We pay for your meals at the annual meeting, if you choose to attend
Review of Financial Records	Cost of review	Upon billing	Payable only if review shows an understatement of Gross Receipts by the lesser of \$30,000 or 5% of the actual total Gross Receipts or if you did not timely provide us with your financial records
Insurance	Cost of Premiums	Upon billing	Payable to us only if you fail to provide the insurance coverages specified in the Franchise Agreement
Fees on Late Payments	\$25.00 for a payment that is received more than 5 days after the date payment was due	Upon billing	Our acceptance of late fees does not constitute waiver of the right to timely payment
Interest on Late Payments	1% per month or the highest rate allowed by applicable law, whichever is less	Upon billing	Interest is charged on accounts that are more than 90 days delinquent and interest is charged retroactive to the date payment was due. Our acceptance of interest does not constitute waiver of the right to timely payment
Fees on Dishonored Payments	\$35.00 for a payment that is returned or not honored by your bank	Upon billing	Our acceptance of fee does not constitute waiver of the right to timely payment
Liquidated Damages	See Footnote 3	Within 30 days after date of termination	Subject to state law (see Exhibit J), payable if we terminate based on your default or your wrongful repudiation of the Franchise Agreement

Type of Fee	Amount	Due Date	Remarks
Indemnification	Actual losses or expenses incurred by Smile Source	On demand	You must reimburse us and our officers, directors, shareholders, employees, agents, heirs, successors, assigns, and representatives for all costs we incur as a result of any claims arising directly or indirectly from the operation of your Dental Care Center, alleged professional errors or omissions, allegedly defective products, etc.

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

Under the standard Franchise Agreement, we can charge a Royalty of 2% of Gross Receipts. However, if you sign the Franchise Agreement before we announce an increase to 2%, you will sign an addendum reducing the Royalty to the rate in effect at the time you sign the franchise agreement which, on the effective date of this disclosure document is 1.45% of Gross Receipts. The form of the addendum is in Exhibit E-2 to this disclosure document. Once we announce an increase to 2%, the addendum will not be offered to future franchisees. We will provide at least 30 days’ advance notice of the increase and we anticipate announcing the increase within a year after the original issuance date of this disclosure document.

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

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

1. New Market Area Program. This program is for dentists whose dental care center is one of the first 5 dental care centers located in a new or expanding market area. Your “Market Area” is the area around your dental care center that is within 60 minutes driving time. In order to qualify as a “New Market Area,” the following criteria must be met:
 - a. The meeting place for the nearest local meeting of members of the SMILE SOURCE® Franchised Network and Membership Network is not within your Market Area;
 - and,
 - b. There are no existing members of the SMILE SOURCE® Franchised Network and

Membership Network within your Market Area that have a Royalty rate greater than 1%; and, at least one of the following apply:

- c. There are no existing members of the SMILE SOURCE® Franchised Network and Membership Network within your Market Area;

or,

- d. There are 4 or fewer existing or former members of the SMILE SOURCE® Franchised Network and Membership Network within your Market Area who either previously qualified for the New Market Area Program or who joined the SMILE SOURCE® Franchised Network or Membership Network when the regular Royalty rate was 1%.

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

- 2. Dental Lab Program – This program is for franchisees who own a bona fide dental laboratory that is in regular operation. A “dental laboratory” is defined as a laboratory that is owned by the franchisee, is located within the franchisee’s business premises, and has at least a functioning casting machine (to cast metal), ultrasonic cleaner, porcelain oven, dental furnace, empress/emax pressing unit, grinder, vibrator, lab drill, suck-down machine and a pressure pot. The “bona fide, regular operation” of a dental laboratory means a dental laboratory that is operated on a regular and consistent basis by the Franchisee and is an integral part of the Franchisee’s overall business operations. The Royalty fee for a new qualified franchisee will be reduced by 0.40% fee for as long as they meet the qualifications of the Dental Lab Program. If you cease to be qualified for the Dental Lab Program, you pay the Royalty fee rate that was in effect when you signed the Franchise Agreement, as described above for the standard program, beginning on the first day of the month following the month in which you cease to qualify for the Dental Lab Program. The Royalty fee for an existing franchisee who installs a qualified dental laboratory will be the lesser of (a) the Royalty fee stated in the existing franchisee’s Franchise Agreement, or (b) the applicable reduction, as stated in this paragraph, from the Royalty fee as described above for the standard program.
- 3. Multiple Office Program – This program is for franchisees and the franchisee’s owners who have a proportionate ownership interest in more than 1 Dental Care Center. A “proportionate ownership interest” means either (a) the franchisee has a direct ownership in 2 or more Dental Care Centers; or (b) one or more of the franchisee’s owners have an ownership interest in 2 or more Dental Care Centers and, for each Dental Care Center, the respective ownership interest of each owner is not less than a proportionate interest in relation to any other owners of the Dental Care Center. The Royalty fee for a qualified new franchisee who has more than 1 Dental Care Center will be reduced by 0.10% for each qualified Dental Care Center in excess of 1 up to a total of 6 Dental Care Centers as long as they continue to meet the qualifications of the Multiple Office Program. The Royalty fee rate reduction for multiple Dental Care Centers will apply to all qualified Dental Care Centers. If the number of qualified Dental Care Centers changes up or down during the term of franchisee’s Franchise Agreement, the Royalty fee rate will be adjusted for the total number of active qualified Dental Care Centers effective upon the date of the first day of the month following the month of any such change. If you cease to be qualified for the Multiple Office Program, you pay the Royalty fee rate that was in effect when you signed the Franchise Agreement, as described above for the standard program, beginning on the first day of the month following the month in which you cease to qualify for the Multiple Office Program. The Royalty fee for an existing franchisee who currently has, starts or acquires additional Dental Care Centers will be the lesser of (a) the Royalty fee stated in

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

4. National Association Pilot Program – We are offering, for a limited time, incentives for new and renewing franchisees whose owners have a current membership in one of the following dental associations: Academy of General Dentistry and American Academy of Dental Practice. During the National Association Pilot Program (“pilot program”), qualified dental associations may be added or removed in the sole discretion of Smile Source. The Royalty fee for a qualified new or renewing franchisee will be reduced by 0.25% and Smile Source will credit the franchisee's Royalty account for up to six hundred dollars (\$600.00) annually for the franchisee's membership dues in a qualified dental association, for as long as they continue to meet the qualifications of the pilot program. The franchisee will receive the annual Royalty credit upon submission to Smile Source of evidence of payment of the membership dues, provided that, if a franchisee is delinquent in submitting their sales report and/or paying their monthly Royalty fee in any month during a contract year, then the annual Royalty credit will not apply for the entire contract year. An existing franchisee will qualify for this pilot program if the existing franchisee signs a renewal Franchise Agreement for a new five year term. If we remove a qualified dental association from this pilot program, you will continue at the reduced Royalty fee and the annual Royalty credit for the remainder of the current term of your Franchise Agreement or until you cease membership in that qualified dental association, whichever occurs first. If you cease to be qualified for the pilot program, you pay the Royalty fee rate that was in effect when you signed the Franchise Agreement, as described above for the standard program, beginning on the first day of the month following the month in which you cease to qualify for the pilot program. If the owner(s) of a Dental Care Center has/have multiple SMILE SOURCE® Dental Care Centers, the reduced Royalty fee will apply to each SMILE SOURCE® Dental Care Center but only one (1) annual membership fee Royalty credit will be allowed for the group of Dental Care Centers. Furthermore, if a Dental Care Center has multiple owners, only one (1) annual membership fee Royalty credit will be allowed for the group of Dental Care Center owners. The reduced Royalty fee and annual membership fee Royalty credit are NOT transferrable upon the sale or other transfer of a qualified Dental Care Center.

5. Other Royalty Programs. We may implement or test other incentive programs or short-term promotions under which we may reduce or suspend the Royalty for new or renewing franchisees. We will inform you of any such programs that we have in effect at the time you are considering a Smile Source franchise.

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

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

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

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

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

If you qualify, the portion of the Royalty fees to be refunded to you will be 50% of the total Royalty fees paid to us for the Test Period, minus, the total vendor funds received by us and paid to you for the Test Period under the Cooperative Buying Program. The qualified Royalty refund, if any, will be paid by us to you in a timely manner following our receipt of all information necessary for the proper computation of the Royalty refund. (See Exhibit E-2A to this disclosure document)

Footnote No. 3. If we terminate the Franchise Agreement based on your default or wrongful repudiation of the Franchise Agreement, you must pay us liquidated damages in an amount equal to the accrued Royalties during the immediately preceding 24 full calendar months or the number of months remaining in the term of the Franchise Agreement at the date of termination, whichever is less. If you have been operating the Dental Care Center for less than 24 months, then the amount will be the average monthly Royalty since the Start Date multiplied by 24. Notwithstanding the above formula, liquidated damages will not be less than \$1,000 per month. We will waive our right to liquidated damages for a termination of the Franchise Agreement made in connection with a sale or transfer of your Dental Care Center, provided you have given us the advance written notice and all required information concerning the sale or transfer, as provided in Article 8 of the Franchise Agreement. You must also pay any taxes assessed on the payment of liquidated damages.

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

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

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – NEW OFFICE

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

YOUR ESTIMATED INITIAL INVESTMENT – EXISTING OFFICE

Type of Expenditures	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	None			
Signage	\$3,000 to \$10,000	As Incurred	Prior to Opening	Suppliers
Initial Inventories (Dental Supplies)	\$2,000 to \$20,000	As Incurred	As Incurred	Vendors
Legal Fees	\$800 to \$1,200	As Incurred	As Incurred	Attorneys
Practice Development Expenses	\$2,000 to \$5,000	As Incurred	As Incurred	Suppliers

Type of Expenditures	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Additional Funds – 3 Months (Note 3)	\$20,000 to \$50,000	As Incurred	As Incurred	Employees, Vendors & Suppliers
Total (Note 4)	\$27,800 to \$86,200 (Does not include real estate costs, if any)			

Notes to both Tables:

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

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

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

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

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

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

Note 4: Total. Smile Source relied on its 14 plus years of experience in the franchised dental care business to compile these estimates. You should review these figures carefully with a business advisor before deciding to purchase the franchise. Neither Smile Source nor its affiliates, will finance any part of your initial investment.

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

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

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

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

During our fiscal year ended December 31, 2021, we did not derive any revenue from required purchases by franchisees. As noted above, all purchases under our Cooperative Buying Program are voluntary.

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

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

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

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

and use in your business is completely in your discretion.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site Selection and acquisition/lease	Not Applicable	Item 11
b. Pre-opening purchases/leases	Not Applicable	Item 5
c. Site development and other pre-opening requirements	Section 5.05 of Franchise Agreement	Items 7 and 11
d. Initial and ongoing training	Not Applicable	Item 11
e. Opening	Section 10.01(vi)(h) of Franchise Agreement	Item 17
f. Fees	Sections 4.01, 4.02 and 11(j) of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/operating manual	Not Applicable	Item 11
h. Trademarks and proprietary information	Section 5.09 and Article 9 of Franchise Agreement	Items 13 and 14
i. Restrictions on products / services offered	Section 5.03 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	None
k. Territorial development and sales quotas	Not Applicable	None
l. Ongoing product/service purchases	Not Applicable	None
m. Maintenance, appearance and remodeling requirements	Section 5.06 of Franchise Agreement	None
n. Insurance	Section 5.02 of Franchise Agreement	Item 7
o. Advertising and Marketing	Section 5.09 of Franchise Agreement	Item 11
p. Indemnification	Article 12 of Franchise Agreement	Item 6
q. Owner's participation / management /staffing	Section 2.02, 5.03 and 5.04 of Franchise Agreement	Items 1 and 15
r. Records and reports	Section 5.08 of Franchise Agreement	Items 6 and 11
s. Inspections and audits	Article 13 of Franchise Agreement	Item 6
t. Transfer	Article 8 of Franchise Agreement	Item 17
u. Renewal	Section 3.02 of Franchise Agreement	Item 17
v. Post-termination obligations	Article 11 of Franchise Agreement	Item 17
w. Non-competition covenants	Section 5.10 of Franchise Agreement	Item 17
x. Dispute resolution	Article 14 of Franchise Agreement	Item 17
y. Compliance with laws	Section 5.04 of Franchise Agreement	Item 17
z. Non-Disclosure Agreement	Section 9.06 of Franchise Agreement	Item 15 and Exhibit G

ITEM 10
FINANCING

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

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

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

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

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

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

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

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

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

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

1. Administer the Cooperative Buying Program. You will be entitled to participate in price reductions (including discounts and rebates) on purchases through the Cooperative Buying Program, but any vendor may decide not to sell products or services to any franchisee. We do not guarantee you will be able to participate in all aspects of the System or Cooperative Buying Program. (Franchise Agreement Section 6.01)
2. Provide individual and/or Network-wide consultation and advice to you in the management and promotion of your Dental Care Center. You may decide, in your sole discretion, whether to follow

our advice. We may provide consultation and advice in written materials, by postings on a web site, by telephone, in person at our office or your location, at franchisee meetings, or by any other means we choose. We will also facilitate the exchange of practice development ideas between our franchisees and others whose expertise may benefit the franchisees. (Franchise Agreement Section 7.01).

3. Make available for your use a limited amount of advertising and promotional material and services. These may include video and audiotapes, forms and templates, copy-ready print advertising materials, and miscellaneous point-of-sale items. Artwork may be provided in digital form. You must pay your own reproduction costs if you use this material. (Franchise Agreement Section 7.02)

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

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

Training. As stated in Item 1 of this disclosure document, the Dental Care Center must be under the supervision and managerial control of a licensed dentist. We do not provide any formal or informal training. We currently conduct a three-day annual meeting at which speakers and participants share valuable information and materials. Attendance is voluntary and our current registration fee is \$750.00 per member doctor, subject to change in our discretion. We will make available some of your meals at the annual meeting without charge. However, you must pay your own travel, lodging and other incidental expenses if you choose to attend. If you bring employees or family members with you to the annual meeting, we charge a fee sufficient to cover our cost for their meals.

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

ITEM 12 TERRITORY

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

You must operate the Dental Care Center only at the Designated Location. If you wish to relocate the Dental Care Center, the address of a new Designated Location must be approved by both parties. We will not withhold our consent to relocation within the Territory (as defined below) unless we believe that the proposed new location might have an unreasonably adverse effect on another current or prospective SMILE SOURCE[®] franchisee or damage the goodwill associated with the Names and Marks. Our consent to any such change, whether inside or outside the Territory, may be conditioned upon an amendment to modify the Territory. We will consider allowing relocation outside the original Territory only if: (a) the amended Territory does not extend into another current or prospective franchisee’s Territory (or we obtain the other franchisee’s consent), and (b) amending the Territory would not interfere with any pending grant of a franchise or Membership Agreement to another dentist. If you change the location of your Dental Care

Center, whether within or outside your Territory, without first obtaining our written consent, we may either (i) consent to the new location of your Dental Care Center and, in our discretion, modify your Territory by written notice to you, or (ii) terminate your Franchise Agreement.

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

You will receive certain, limited territorial protections described below.

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

The Territory is subject to some important limitations:

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

All Smile Source franchisees and General Members have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside his or her territory. Therefore, you may solicit business from any patient or customer, irrespective of the location of the patient or customer, and we or any other franchisee and General Member may directly or indirectly solicit business from any patient or customer, even if the patient or customer is in your Territory. Neither

you, Smile Source nor any General Member will receive any compensation for the direct or indirect solicitation of patient(s) and customer(s) within your Territory.

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

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

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

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

ITEM 13 TRADEMARKS

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

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

SMILE SOURCE

Reg. No. 3839406 Granted August 24, 2010

Renewed November 17, 2019



Reg. No. 4158866 Granted June 12, 2012



Reg. No. 4158931 Granted June 12, 2012

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

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

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

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

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

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

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

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

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

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

You must promptly notify us if you learn about any unauthorized use of our copyrighted materials or proprietary information. We have no obligation to take any action in response to this notice. We will take the action we determine, to be appropriate. If your Franchise Agreement terminates you must immediately cease use of and return all proprietary information to us.

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

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

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

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

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

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

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

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

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

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

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

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

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

**ITEM 18
PUBLIC FIGURES**

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

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS**

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting us at 4025 Feather Lakes Way #5858, Kingwood, Texas 77339,

Attn: President, or by email to Legal@SmileSource.com or by phone to (281) 359-2344 or (888) 890-9990, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

**Item 20 - Table No. 1
Systemwide Outlet Summary
For Years 2019 to 2021**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	623	734	111
	2020	734	594	-140
	2021	594	625	31
Company-Owned	2018	0	0	0
	2019	0	0	0
	2020	0	0	0
Total Outlets	2019	623	734	111
	2020	734	594	-140
	2021	594	625	31

Smile Source has no company-owned Dental Care Centers.

**Item 20 - Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2019 to 2021**

State	Year	Number of Transfers
Indiana	2019	0
	2020	1
	2021	0
Kansas	2019	0
	2020	0
	2021	0
Michigan	2019	1
	2020	0
	2021	0
Minnesota	2019	0
	2020	0
	2021	1

State	Year	Number of Transfers
Washington	2019	1
	2020	0
	2021	0
Total	2019	2
	2020	1
	2021	1

**Item 20 - Table No. 3
Status of Franchised Outlets
For Years 2019 to 2021**

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	2019	0	2	0	0	0	0	2
	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1
Alaska	2019	11	6	0	0	0	0	17
	2020	17	1	0	1	0	0	17
	2021	17	1	2	0	0	0	16
Arkansas	2019	8	0	0	0	0	1	7
	2020	7	2	0	3	0	2	4
	2021	4	0	1	2	0	0	1
Arizona	2019	24	4	1	1	0	0	26
	2020	26	4	7	4	0	2	17
	2021	17	8	0	3	0	2	20
California	2019	29	2	2	1	0	1	27
	2020	27	1	3	3	0	2	20
	2021	20	2	0	2	0	2	18
Colorado	2019	9	1	1	0	0	1	8
	2020	8	1	0	1	0	0	8
	2021	8	1	0	0	0	0	9
Connecticut	2019	0	0	0	0	0	0	0
	2020	0	3	0	0	0	0	3
	2021	3	0	1	0	0	0	2
Delaware	2019	25	6	1	1	0	0	29
	2020	29	2	8	1	0	4	18
	2021	18	8	1	1	0	0	24
Florida	2019	0	2	0	0	0	0	2
	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1

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
Georgia	2019	50	30	0	2	0	1	77
	2020	77	13	19	12	0	1	58
	2021	58	7	4	0	0	2	59
Hawaii	2019	3	0	0	0	0	0	3
	2020	3	3	0	1	0	2	3
	2021	3	0	0	0	0	0	3
Idaho	2019	9	1	1	0	0	0	9
	2020	9	0	0	1	0	0	8
	2021	8	1	0	1	0	0	8
Indiana	2019	10	3	0	0	0	0	13
	2020	13	2	0	0	0	2	13
	2021	13	5	1	0	0	0	17
Iowa	2019	5	3	0	0	0	0	8
	2020	8	0	0	0	0	0	8
	2021	8	1	1	0	0	0	8
Illinois	2019	15	1	1	0	0	0	15
	2020	15	4	3	2	0	2	12
	2021	12	4	1	2	0	0	13
Kansas	2019	3	6	0	0	0	0	9
	2020	9	0	0	0	0	0	9
	2021	9	0	1	0	0	0	8
Kentucky	2019	1	1	0	0	0	0	2
	2020	2	4	2	0	0	0	4
	2021	4	3	0	0	0	0	7
Louisiana	2019	9	1	1	0	0	1	8
	2020	8	1	2	0	0	0	7
	2021	7	5	0	0	0	3	9
Maryland	2019	8	7	0	0	0	0	15
	2020	15	4	1	2	0	0	16
	2021	16	2	0	0	0	1	17
Massachusetts	2019	4	3	0	0	0	0	7
	2020	7	0	0	1	0	0	6
	2021	6	0	0	1	0	0	5
Michigan	2019	18	12	1	2	0	0	27
	2020	27	2	3	0	0	0	26
	2021	26	3	2	0	0	2	25
Minnesota	2019	23	2	3	0	0	0	22
	2020	22	1	0	1	0	0	22
	2021	22	1	1	0	0	1	21
	2019	20	7	1	0	0		26

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Mississippi	2020	26	2	4	0	0	0	24
	2021	24	7	0	0	0	0	31
Missouri	2019	11	3	1	0	0	0	13
	2020	13	1	0	3	0	0	11
	2021	11	4	1	0	0	0	14
Montana	2019	1	1	0	0	0	0	2
	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
Nebraska	2019	2	2	1	0	0	0	3
	2020	3	0	0	0	0	0	3
	2021	3	5	1	0	0	0	7
Nevada	2019	1	1	0	0	0	0	2
	2020	2		0	0	0	0	2
	2021	2	1	0	0	0	0	3
New Hampshire	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	1	0	0	0
New Jersey	2019	7	4	0	0	0	0	11
	2020	11	0	2	2	0	0	7
	2021	7	3	0	0	0	0	10
New Mexico	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	1	1
New York	2019	15	2	4	2	0	2	9
	2020	9	1	2	1	0	1	6
	2021	6	2	0	0	0	0	8
North Carolina	2019	9	0	1	0	0	0	8
	2020	8	1	1	3	0	1	4
	2021	4	3	1	0	0	0	6
Ohio	2019	19	4	1	0	0	0	22
	2020	22	4	3	0	0	0	23
	2021	23	4	0	3	0	1	23
Oklahoma	2019	23	4	0	2	0	2	23
	2020	23	2	1	1	0	0	23
	2021	23	2	0	1	0	1	23
Oregon	2019	2	1	0	0	0	0	3
	2020	3	0	1	0	0	0	2
	2021	2	0	0	1	0	0	1
Pennsylvania	2019	13	12	0	0	0	0	25
	2020	25	2	5	2	0	0	20

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
	2021	20	6	0	2	0	0	24
Rhode Island	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
South Carolina	2019	3	7	0	0	0	0	10
	2020	10	7	1	2	0	0	14
	2021	14	8	2	0	0	0	20
Tennessee	2019	49	9	1	1	0	0	56
	2020	56	1	11	2	0	1	43
	2021	43	7	0	4	0	0	46
Texas	2019	96	25	4	11	0	1	105
	2020	105	3	16	22	0	4	66
	2021	66	3	7	7	0	1	54
Utah	2019	4	1	0	0	0	0	5
	2020	5	0	1	0	0	0	4
	2021	4	0	0	0	0	0	4
Vermont	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Virginia	2019	6	1	0	0	0	0	7
	2020	7	1	1	1	0	1	5
	2021	5	0	0	0	0	0	5
Washington	2019	59	3	2	3	0	0	57
	2020	57	1	2	13	0	2	41
	2021	41	5	1	2	0	1	42
West Virginia	2019	2	0	0	0	0	0	2
	2020	2	0	1	0	0	0	1
	2021	1	0	0	0	0	0	1
Wisconsin	2019	6	1	0	0	0	0	7
	2020	7	1	0	2	0	0	6
	2021	6	0	0	1	0	0	5
District of Columbia	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Total	2019	623	179	28	30	0	10	734
	2020	734	76	101	88	0	27	594
	2021	594	112	29	34	0	18	625

**Item 20 - Table No. 4
Status of Company-Owned Outlets
For Years 2019 to 2021**

Smile Source has no company-owned Dental Care Centers.

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Totals for All States	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0

**Item 20 - Table No. 5
Projected New Franchised Outlets
As of December 31, 2021**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	0	1	0
Alaska	0	1	0
Arizona	0	4	0
Arkansas	0	3	0
California	0	16	0
Colorado	0	2	0
Connecticut	0	2	0
Delaware	0	3	0
Florida	0	12	0
Georgia	0	8	0
Hawaii	0	2	0
Idaho	0	3	0
Illinois	0	5	0
Indiana	0	5	0
Iowa	0	4	0
Kansas	0	4	0
Kentucky	0	2	0
Louisiana	0	4	0
Maine	0	1	0
Maryland	0	4	0
Massachusetts	0	4	0
Michigan	0	4	0
Minnesota	0	5	0
Mississippi	0	4	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Missouri	0	1	0
Montana	0	0	0
Nebraska	0	2	0
Nevada	0	2	0
New Hampshire	0	1	0
New Jersey	0	4	0
New Mexico	0	2	0
New York	0	4	0
North Carolina	0	2	0
North Dakota	0	0	0
Ohio	0	4	0
Oklahoma	0	4	0
Oregon	0	6	0
Pennsylvania	0	3	0
Rhode Island	0	2	0
South Carolina	0	4	0
South Dakota	0	0	0
Tennessee	0	4	0
Texas	0	12	0
Utah	0	2	0
Vermont	0	1	0
Virginia	0	3	0
Washington	0	6	0
West Virginia	0	1	0
Wisconsin	0	2	0
Wyoming	0	0	0
District of Columbia	0	0	0
Total	0	175	0

Exhibit H to this disclosure document is a list of all Smile Source franchisees in the U.S.A. as of December 31, 2021 and the addresses and telephone numbers of their Dental Care Centers.

Exhibit I to this disclosure document is a list of every Smile Source franchisee who had an outlet terminated, cancelled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during calendar year 2021, or who has not communicated with Smile Source within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, we have not signed any confidentiality clauses with current franchisees which would restrict them from speaking openly with you about their experience with Smile Source. In some instances, former franchisees have signed provisions restricting their ability to speak openly about their

experience with Smile Source. You may wish to speak with current and former franchisees but be aware that not all former franchisees will be able to communicate with you.

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

ITEM 21 FINANCIAL STATEMENTS

Exhibit C to this disclosure document contains the Independent Auditor's Report and Financial Statements of Smile Source Marketing, Inc. as of December 31, 2021, 2020 and 2019, including the related Balance Sheets, and the Statements of Operations, Stockholder's Equity and Cash Flows for the years then ended, and the related notes to the financial statements.

Our separate financial statements as of December 31, 2021, 2020 and 2019 are not included in this disclosure document. Should we fail to fulfill our duties and obligations to our franchisees under their franchise agreements, however, Smile Source Marketing, Inc. absolutely and unconditionally guarantees to assume those duties and obligations. A copy of Smile Source Marketing, Inc.'s Guarantee of Performance is included in this disclosure document as Exhibit D.

ITEM 22 CONTRACTS

The following contracts are Exhibits to this disclosure document:

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

ITEM 23 RECEIPTS

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

EXHIBIT A
LIST OF STATE FRANCHISE LAW ADMINISTRATORS

CALIFORNIA

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
(866) 275-2677

HAWAII

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

ILLINOIS

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

INDIANA

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

MARYLAND

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

MICHIGAN

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

MINNESOTA

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

NEW YORK

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

NORTH DAKOTA

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

RHODE ISLAND

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

SOUTH DAKOTA

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

VIRGINIA

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

WASHINGTON

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

WISCONSIN

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

EXHIBIT B

LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Department of Financial Protection and Innovation
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Business Registration Division
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INDIANA

Indiana Secretary of State
200 West Washington Street, Room 201
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MINNESOTA

Commissioner of Commerce
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Registration Division
85 Seventh Place East, Suite 500
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New York Secretary of State
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Securities Commissioner
North Dakota Securities Department
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Smile Source Marketing, Inc.
Independent Auditor's Report and Financial Statements
December 31, 2021, 2020 and 2019



Smile Source Marketing, Inc.
December 31, 2021, 2020 and 2019

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Independent Auditor's Report

Stockholder
Smile Source Marketing, Inc.
Kingwood, Texas

Opinion

We have audited the financial statements of Smile Source Marketing, Inc., which comprise the balance sheets as of December 31, 2021, 2020 and 2019, and the related statements of operations, stockholder's equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Smile Source Marketing, Inc. as of December 31, 2021, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of Smile Source Marketing, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Management's Responsibility for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Smile Source Marketing, Inc.'s ability to continue as a going concern within one year after the date that these financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Smile Source Marketing, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Smile Source Marketing, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

BKD, LLP

Houston, Texas
February 24, 2022

Smile Source Marketing, Inc.

Balance Sheets

December 31, 2021, 2020 and 2019

	<u>2021</u>	<u>2020</u>	<u>2019</u>
Assets			
Cash	\$ 315,079	\$ 315,079	\$ 315,079
Accounts receivable, net of allowance; 2020 - \$65,442; 2019 - \$60,015	<u>-</u>	<u>-</u>	<u>5,427</u>
Total assets	<u>\$ 315,079</u>	<u>\$ 315,079</u>	<u>\$ 320,506</u>
Liabilities and Stockholder's Equity			
Liabilities			
Due to parent	<u>\$ 176,173</u>	<u>\$ 176,173</u>	<u>\$ 176,173</u>
Stockholder's Equity			
Capital stock, \$1.00 par value; authorized 1,000,000 shares, issued and outstanding 1,000 shares	1,000	1,000	1,000
Additional paid-in capital	200,000	200,000	200,000
Retained deficit	<u>(62,094)</u>	<u>(62,094)</u>	<u>(56,667)</u>
Total stockholder's equity	<u>138,906</u>	<u>138,906</u>	<u>144,333</u>
Total liabilities and stockholder's equity	<u>\$ 315,079</u>	<u>\$ 315,079</u>	<u>\$ 320,506</u>

Smile Source Marketing, Inc.
Statements of Operations
Years Ended December 31, 2021, 2020 and 2019

	2021	2020	2019
Revenue, Marketing Group Fees	\$ -	\$ -	\$ 19,414
Cost of Operations			
Advertising	-	-	59,127
Bad debt expense (recoveries)	-	5,427	(25,984)
Total cost of operations	-	5,427	33,143
Net Loss	\$ -	\$ (5,427)	\$ (13,729)

Smile Source Marketing, Inc.
Statements of Stockholder's Equity
Years Ended December 31, 2021, 2020 and 2019

	2021	2020	2019
Stockholder's Equity, January 1	\$ 138,906	\$ 144,333	\$ 158,062
Net loss	-	(5,427)	(13,729)
Stockholder's Equity, December 31	\$ 138,906	\$ 138,906	\$ 144,333

Smile Source Marketing, Inc.
Statements of Cash Flows
Years Ended December 31, 2021, 2020 and 2019

	2021	2020	2019
Operating Activities			
Net loss	\$ -	\$ (5,427)	\$ (13,729)
Item not requiring cash - bad debt expense	-	5,427	-
Changes in:			
Accounts receivable	-	-	16,113
Due to Parent, net	-	-	55,442
Deferred revenues	-	-	(22,833)
	<u>-</u>	<u>-</u>	<u>(22,833)</u>
Net cash provided by operating activities	-	-	34,993
	<u>-</u>	<u>-</u>	<u>34,993</u>
Increase in Cash	-	-	34,993
Cash, Beginning of Year	<u>315,079</u>	<u>315,079</u>	<u>280,086</u>
Cash, End of Year	<u><u>\$ 315,079</u></u>	<u><u>\$ 315,079</u></u>	<u><u>\$ 315,079</u></u>

Smile Source Marketing, Inc.
Notes to Financial Statements
December 31, 2021, 2020 and 2019

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

Nature of Operations

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

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

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

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash Equivalents

The Company considers all liquid investments with original maturities of three months or less to be cash equivalents. At December 31, 2021, 2020 and 2019, the Company had no cash equivalents.

At December 31, 2021, the Company's cash accounts exceeded federally insured limits by approximately \$65,000.

Accounts Receivable

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

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

Smile Source Marketing, Inc.
Notes to Financial Statements
December 31, 2021, 2020 and 2019

During the years ended December 31, 2021, 2020 and 2019, impairment losses on doubtful accounts receivable, where collectability is not reasonably assured, were \$0, \$5,427 and \$0, respectively. During the years ended December 31, 2021, 2020 and 2019, recoveries related to previously written off accounts receivable were \$0, \$0 and \$25,984, respectively.

Guarantees

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

Revenue Recognition and Deferred Revenues

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

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

Income Taxes

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

Note 2: Revenue from Contracts with Customers

Performance Obligations

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

Significant Judgments

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

Smile Source Marketing, Inc.
Notes to Financial Statements
December 31, 2021, 2020 and 2019

Accounting Policies and Practical Expedients Elected

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

Note 3: Subsequent Events

Subsequent events have been evaluated through February 24, 2022, which is the date the financial statements were available to be issued.

EXHIBIT D
GUARANTEE OF PERFORMANCE

For value received, Smile Source Marketing, Inc., a Texas corporation (the “Guarantor”), located at 4025 Feather Lakes Way #5858, Kingwood, Texas 77339, absolutely and unconditionally guarantees to assume the duties and obligations of Smile Source L.P., located at 4025 Feather Lakes Way #5858, Kingwood, Texas 77339 (the “Franchisor”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2022 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Kingwood, Texas on the 28th day of February, 2022.

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

Gregg Groenemann

Name: Gregg Groenemann

Title: President and CEO

Date Executed: March 1, 2022

Smile SOURCE[®]

FRANCHISE AGREEMENT

BETWEEN

SMILE SOURCE L.P.

AND

«COMP LEGAL NAME»

DBA: «DBA NAME»

«COMP ADDRESS L1», «COMP ADDRESS L2»

«COMP CITY», «COMP ST» «COMP ZIP»

FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

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

RECITALS

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

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

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

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

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

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

ARTICLE 1. ISSUANCE OF FRANCHISE

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

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

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

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

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

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

1.04 Sole Designated Location; Relocation. The Designated Location will be at: «*Comp Address L1*», «*Comp Address L2*», «*Comp City*», «*Comp County*» County, «*Comp ST*» «*Comp Zip*».

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

ARTICLE 2. RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE

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

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

ARTICLE 3. TERM AND RENEWAL

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

3.02 Renewal Option. Franchisee may renew this franchise for one or more consecutive sixty (60) month terms, unless before the end of the expiring term Franchisor has announced a decision to: (i) stop franchising; or (ii) withdraw from doing business in the geographic market in which the Office is located. Franchisor may require Franchisee to satisfy any or all of the following requirements as a condition of continuing the franchise relationship for a renewal term:

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

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

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

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

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

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

ARTICLE 4. MONETARY OBLIGATIONS OF FRANCHISEE

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

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

The term "Gross Receipts" means all amounts received by the Office minus "Allowable Sales Deductions" consisting of sales taxes and other similar taxes collected from patients or customers on the

amount of sales transactions, reimbursements to insurance carriers and governmental agencies for overpayments, cash refunds to patients or customers and money lost on returned checks.

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

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

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

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

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

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

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

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

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

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

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

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

that a new agreement regarding fees is necessary, this Agreement will terminate, in Franchisor's sole discretion, immediately upon written notice by Franchisor to Franchisee. All post-termination obligations of the Parties will remain in effect.

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

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

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

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

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

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

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

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

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

ARTICLE 5. OTHER OBLIGATIONS OF FRANCHISEE

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

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

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

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

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

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

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

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

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

5.05 Costs of Construction. Franchisee will bear the entire cost of construction and completion of the premises for the Office, including, without limitation, the cost of labor, financing, utilities, equipment, furniture, furnishings, inventory and supplies.

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

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

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

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

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

other breach of this Section, will be adequate reason for Franchisor to terminate this Agreement under Section 10.01(v)(a).

ARTICLE 6.
COOPERATIVE BUYING PROGRAM

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

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

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

for fair market value fees. Franchisee agrees that all details and information relating to the Cooperative Buying Program and all data from Cooperative Buying Program transactions are the confidential and proprietary information of the Franchisor and are provided to the Franchisee subject to the confidentiality provisions of Section 9.06.

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

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

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

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

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

ARTICLE 7. OTHER OBLIGATIONS OF FRANCHISOR

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

7.02 Advertising and Promotional Material. Franchisor may provide for Franchisee's use a limited amount of advertising and promotional material and services, which may include video and/or

audio recordings, forms and templates, copy-ready print advertising materials, and miscellaneous point-of-sale items. Any of those materials may be provided in digital form. Franchisee must pay reproduction costs if it uses these materials.

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

ARTICLE 8. TRANSFER OF INTEREST BY FRANCHISEE

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

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

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

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

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

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

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

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

8.04 Advance Notice. Franchisee must give Franchisor written notice at least sixty (60) days before the effective date of any proposed Control Transfer and at least thirty (30) days before the effective date of any other proposed Transfer. The notice must include all details of the proposed terms of Transfer, including but not limited to a complete copy of the documents and information provided by Franchisee and/or the Owner(s) to the proposed transferee and a copy of the documents and information provided by the proposed transferee to Franchisee and/or the Owner(s). Failure or delay in giving notice of a proposed Transfer will not deprive Franchisor of any of its rights in this Article 8.

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

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

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

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

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

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

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

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

8.07 Transfer Upon Death, Disability or Mental Incompetency. Transfers upon death, disability or mental incompetency will be subject to the same conditions as any other proposed Transfer. If the heirs, legatees or personal administrator of any person who held an interest subject to the restrictions

of this Article 8 fail to comply with all the requirements of this Article 8, then the executor, administrator, or personal representative of the deceased, disabled or incompetent Franchisee or Owner (provided adequate provision has been made for operation of the Office and the estate of Franchisee or Owner has assumed in writing the deceased, disabled or incompetent individual's Obligations under this Agreement) will have six (6) months from receipt of notice of Franchisor's disapproval of the heirs, legatees or personal representative to dispose of the individual's interest in Franchisee or the franchised Office, subject to Section 5.04 and to all terms and conditions for Transfer in this Agreement.

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

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

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

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

ARTICLE 9. PRESERVATION OF NAMES AND MARKS

9.01 Franchisor's Title. Except for the franchise granted in this Agreement to Franchisee of the right to use the Names and Marks as provided in this Agreement, nothing in this Agreement may be construed as an assignment or grant to the Franchisee of any right, title or interest in or to the Names and Marks. Franchisee expressly acknowledges Franchisor's rights in the Names and Marks and agrees not to contest, directly or indirectly, (i) Franchisor's ownership, title, right, or interest in the Names and Marks; (ii) the validity of this franchise; or (iii) Franchisor's right to register, use, or franchise others to use the Names and Marks.

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

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

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

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

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

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

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

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

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

9.07 Unauthorized Use by Third Parties. Franchisee must notify Franchisor immediately in writing if Franchisee learns of any unauthorized use of all or any part of Franchisor's System or the Names and Marks. Franchisee must promptly notify Franchisor in writing of any claim, demand, or suit against Franchisee or against its Owners for their use of the System or the Names and Marks. In any action or proceeding arising from or for that claim, demand, or suit, Franchisor may select legal counsel and may control the proceedings.

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

ARTICLE 10. TERMINATION OF AGREEMENT

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

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

- (b) Franchisee permits a final judgment exceeding five thousand dollars (\$5,000) to remain unsatisfied and of record for over thirty (30) days after that judgment is rendered and levied against Franchisee.
 - (c) A final judgment is entered in a suit against Franchisee to foreclose any lien or mortgage relating to any indebtedness of Franchisee for the Office.
 - (d) Any loss or suspension of the dentist's professional license by any person performing services at the Office or the failure of Franchisee to secure and maintain all other licenses, permits and certificates necessary for Franchisee's operation of the Office or as otherwise required by this Agreement.
- (vi) By Franchisor (in Franchisor's sole discretion), upon written notice to Franchisee and with no cure rights, if any of the following events occur:
- (a) Franchisee or any of the Owners, by act or omission, materially and substantially impairs the goodwill associated with the business of Franchisor or its subsidiaries or affiliates or with the Name and Marks.
 - (b) Franchisee or any of its Owners has any direct or indirect interest in the ownership or operation of any business confusingly similar to the System or Network or that uses all or any part of the System or the Names and Marks without written authorization from Franchisor.
 - (c) Franchisee commits a default of this Agreement and Franchisor has twice previously given Franchisee written notice of the same type of default within the preceding twelve (12) months, whether or not Franchisee has cured the defaults.
 - (d) Franchisee acts without Franchisor's prior written approval or consent regarding a matter for which this Agreement expressly requires Franchisor's prior written approval or consent.
 - (e) Franchisee or any of its Owners breach the confidentiality provisions stated in Section 9.06.
 - (f) Any proceeding is instituted by or against Franchisee by a court of competent jurisdiction which seeks (i) to adjudicate Franchisee a bankrupt or insolvent, (ii) the liquidation, winding up or reorganization of Franchisee under any law relating to bankruptcy, insolvency or reorganization, or (iii) the entry of an order to appoint a receiver of Franchisee, and the proceeding is not dismissed or stayed within sixty (60) days after its commencement.
 - (g) Franchisee is required, under a final order of any court or governmental agency or department, to cease or materially restrict the operation of the Office due to violating any statute, ordinance, rule or regulation imposed by any governmental entity.
 - (h) Franchisee has not, as of the one hundred eightieth (180th) day after the Start Date, opened the Office or Franchisee closes the Office and the Office remains closed for a period over ninety (90) days.
 - (i) Franchisee or any of its Owners assign or attempt to assign any rights or delegate any duties under this Agreement without first obtaining Franchisor's prior written consent to a corresponding assignment of this Agreement or in any other manner not authorized by this Agreement.

- (j) Franchisee or any of its Owners conduct a Transfer, as defined in Article 8, without first obtaining Franchisor's written consent to that Transfer.
- (k) Any administrative, investigative, judicial or other similar action or proceeding is commenced by or with any Federal, State or local dental licensing agency or board empowered to monitor or regulate compliance with the statutes, rules, regulations and codes of professional ethics governing the dental industry against Franchisee or its licensed dental personnel, and that action or proceeding is not dismissed or stayed within sixty (60) days after its commencement.
- (l) Franchisee or any of its licensed dental personnel is convicted in a court of competent jurisdiction of an offense, substantially related to the Office, punishable by a term of imprisonment over one year; or Franchisee or any of its licensed dental personnel enters a plea of guilty or no contest to a charge it/he/she committed that offense.
- (m) Franchisee or any of its Owners (except as otherwise provided in subsection (iv) of this Section) willfully falsifies any other record or report required to be submitted to Franchisor under this Agreement or any other related Agreement or document.
- (n) Franchisee or any of its Owners are excluded from participation in any federal health care program, or debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency.

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

ARTICLE 11.

OCCURRENCES UPON EXPIRATION, NON-RENEWAL OR TERMINATION

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

- (a) immediately and permanently cease using the System and the Names and Marks in all forms of media, including but not limited to websites and all forms of social media, and not use similar or confusingly similar trade names, trademarks, service marks, logotypes or other commercial symbols;
- (b) discontinue representing itself as a franchisee of the System and the Names and Marks and a member of the Network;
- (c) pay all amounts due and owing to Franchisor through the date of expiration, Transfer or termination, including but not limited to its pro rata share of accrued costs of any advertisements or promotional materials developed or placed by Franchisor or its subsidiaries or affiliates for Franchisee prior to the termination, even if it continues after the termination date;
- (d) return all Confidential Information and Marketing Materials in Franchisee's actual or constructive possession received during the term of the Agreement;

(e) cease holding itself out to the public as a present or former franchisee or operator of a dental care establishment under the System and the Names and Marks, as a member of the Network, or in any way associated therewith;

(f) prevent, at Franchisee's expense, the operation of any business at the location of the Office by Franchisee or others in violation of this Article 11, including, without limitation, removal of all distinctive signs and emblems, and removal all references to Franchisor, the System and the Names and Marks from Franchisee's websites, social media platforms, or directories of any kind;

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

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

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

(j) if Franchisor terminates this Agreement under subparagraph (iv), (v) or (vi) of Section 10.01, or Franchisee terminates or repudiates this Agreement (except under subparagraph (ii) or (iii) of Section 10.01), Franchisee must pay Franchisor within thirty (30) days following the date of termination, as liquidated damages ("Liquidated Damages"), an amount equal to the accrued Royalties during the immediately preceding twenty-four (24) full calendar months or the number of months remaining in the term of this Agreement at the date of termination, whichever is less. If Franchisee has been operating under this Agreement for less than twenty-four (24) months, then the amount will be the average monthly Royalty since the Start Date multiplied by twenty-four (24). Franchisee will also pay any taxes assessed on the payment. Regardless of the above computation, Liquidated Damages will not be less than one thousand dollars (\$1,000.00) per month. Liquidated Damages are paid in place of Franchisor's claim for lost future Royalties under this Agreement. Franchisor's right to receive other amounts due under this Agreement is not affected. Franchisor will waive its right to Liquidated Damages for a termination of this Agreement made in connection with a Transfer, provided Franchisee has complied with the advance written notice to Franchisor, together with all required information concerning the Transfer, as provided in Article 8 of this Agreement. If this Agreement is terminated because of either Party's material default, the rights described in this Section may not be the injured Party's exclusive remedies, but will instead supplement any other equitable or legal remedies available.

ARTICLE 12. INDEMNIFICATION BY FRANCHISEE

Franchisee agrees to indemnify, defend and hold harmless Franchisor, its officers, directors, shareholders, employees, agents, heirs, successors, assigns, and representatives (collectively,

“Related Persons”) against any and all claims, suits, losses, judgments, damages, and liabilities, including but not limited to malpractice of Franchisee or Franchisee’s officers, directors, shareholders, or employees or the negligence of Franchisee, Franchisor, or Related Persons, including the cost of any investigation, legal, and other expenses in connection with and any amount paid in settlement of any claim, action, suit, or proceeding (collectively called “Claims”) to which Franchisor or the Related Persons may become subject, but only if those Claims:

- (a) arise out of or are based upon any facts and circumstances relating, directly or indirectly, to Franchisee’s operations and business activities, or**
- (b) arise out of or are in connection with:**
 - (i) any allegedly unauthorized use by Franchisee of the System or the Names and Marks;**
 - (ii) allegedly defective products;**
 - (iii) alleged professional errors or omissions of Franchisee or Franchisee’s officers, directors, shareholders, employees, agents or contractors; or**
 - (iv) any breach of this Agreement by Franchisee.**

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

ARTICLE 13. FINANCIAL REVIEW RIGHTS

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

ARTICLE 14. DISPUTE RESOLUTION

14.01 Negotiation and Mediation.

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

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

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

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

14.02 Arbitration. Except as provided in Section 14.03, any dispute relating to this Agreement or the relationship between Franchisor and Franchisee and the Owners, if not settled by negotiation or mediation, must be determined by arbitration under the rules for commercial arbitration of the ADR Organization, as varied by the express provisions of this Agreement. Any issue regarding arbitrability of a claim or the enforcement of this Article will be governed by the Federal Arbitration Act and the federal common law of arbitration. Franchisor and Franchisee will designate their selection of a single neutral arbitrator, from among those suggested arbitrators identified by the ADR Organization. If the Parties have not submitted their selection of arbitrators in order of preference from among the list provided by the ADR Organization, timely within the period designated by the ADR Organization, the arbitrator will be appointed by the ADR Organization. Unless otherwise agreed by the Parties, all arbitration proceedings will be held in Harris County, Texas. Discovery will be to the extent permitted by the designated arbitrator. If proper notice of any hearing has been given, the arbitrator will have full power to take evidence or to perform any other acts to arbitrate the matter absent any Party who fails to appear and may, if appropriate, decide the matter on documents only. The Parties to this Agreement waive the making of a record, written or recorded, of any and all arbitration proceedings. An arbitration proceeding under this Agreement will be conducted on an individual (not a class-wide) basis and may not be consolidated with

any other arbitration proceedings to which Franchisor is a party. The arbitrator will base his or her decision and award on the terms and conditions of this Agreement and the law, common and statutory, governing this Agreement. The award may include money damages (including Liquidated Damages as provided in Section 11(j)), specific performance and injunctive relief, and the arbitrator may award the prevailing party (as determined by the arbitrator) part or all of its reasonable costs and attorneys' fees for the proceeding; however, the arbitrator is not empowered to award punitive, exemplary, or other consequential damages. The arbitrator will issue a written, reasoned decision containing findings of fact and conclusions of law and explaining the manner in which any awarded damages are calculated. The arbitrator will not have authority to extend, modify or suspend any of the terms of this Agreement. A request for arbitration will not operate to stay, postpone or rescind the effectiveness of a demand for performance or a notice of termination or of non-renewal of this Agreement. The arbitrator may award interest from the date of any damages for breach or other violation of this Agreement, until paid in full, at a rate to be fixed by the arbitrator, but in no event less than 12% per annum or the maximum rate permitted by law, whichever is less. The decision and award of the arbitrator will be conclusive and binding upon all Parties to the arbitration. Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction. Each party waives any objection it may have to venue in those courts, waives any claim the proceedings have been brought in an inconvenient forum, and waives the right to assert that the court does not have jurisdiction over the Party. If the award is upheld by a court of competent jurisdiction in a proceeding by either Party to enforce the award or to challenge the award, the Party challenging the award or resisting its enforcement must pay, to the extent permitted by law, all reasonable costs, legal fees, and expenses incurred by the Party defending the award or seeking its enforcement, with interest on the award from its issuance as determined by the court.

14.03 Exceptions. Notwithstanding Sections 14.01 and 14.02:

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

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

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

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

14.05 Governing Law. This Agreement is governed by and will be interpreted under the laws of the State where the Office is located, except that: (i) the arbitration clause (Section 14.02) will be

exclusively governed by and construed according to the Federal Arbitration Act, and (ii) trademark rights will be governed by and construed according to the Lanham Act.

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

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

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

ARTICLE 15. NOTICES AND OTHER COMMUNICATIONS

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

(a) must be in writing; and

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

The addresses and telecopier numbers of the Parties are:

Franchisor: Smile Source L.P.
4025 Feather Lakes Way #5858
Kingwood, Texas 77339
Telephone: (281) 359-2344
Fax: (281) 661-1071
Email: Legal@SmileSource.com

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

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

ARTICLE 16. ACKNOWLEDGMENTS

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

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

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

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

(a) Franchisee is duly organized and validly existing under the laws of the State of its formation.

(b) Franchisee is duly qualified and authorized to do business in each jurisdiction in which its business activities, or the nature of properties owned by it, may require qualification.

(c) Franchisee's corporate charter, written partnership agreement or other organizational documents provide that the activities of Franchisee are confined exclusively to the operation of the Office under the System, unless otherwise consented to in writing by Franchisor.

(d) The signing and delivery of this Agreement and the transactions contemplated by it are within Franchisee's lawful power.

16.04 Other Acknowledgments. Franchisee does not know of any representations by Franchisor or its officers, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to this Agreement or the Franchise Disclosure Document. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that neither Franchisee nor any of the Owners have made any misrepresentations in obtaining this Agreement.

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

ARTICLE 17. GENERAL PROVISIONS

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

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

17.03 Entire and Only Agreement. This Agreement, all exhibits to this Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the Parties referring to the matter of this Agreement and supersede all prior negotiations, understandings, representations, and agreements; provided, however, that nothing in this or any related agreement disclaims the written representations Franchisor made in the Franchise Disclosure Document

that Franchisor delivered to Franchisee. Franchisee acknowledges Franchisee is entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, because of Franchisee's own independent investigation of the System and the Network and not because of any representations about Franchisor, the System or the Network made by Franchisor's shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees contrary to the terms in this Agreement or of any prospectus, disclosure document or other similar document required or permitted to be given to Franchisee under applicable law.

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

17.05 Severability. Except as provided to the contrary, each section, part, term and/or provision will be severable; and if any section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, will not impair the operation of, or have any other effect upon, other sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the Parties; and except for Franchisor's election rights under Section 5.04, the invalid sections, parts, terms and/or provisions will be deemed not to be a part of this Agreement.

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

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

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

17.09 Waiver of Consumer Rights and Remedies. To the extent permitted by law, Franchisee expressly waives every one of its rights and remedies arising under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Texas Business and Commerce Code (other than Section 17.555), a law that gives consumers special rights and protections. After consultation with an attorney of Franchisee's own selection, Franchisee does voluntarily consent to this waiver. Franchisee represents and warrants it has knowledge and experience in financial and business matters that enables it to evaluate the merits and risks of the transactions contemplated by

this Agreement and that it is not in a significant disparate bargaining position vis-à-vis Franchisor at the time of entering into this Agreement.

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

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

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

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

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

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

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

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

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

(Signatures on following page.)

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

FRANCHISOR:
Smile Source L.P.

FRANCHISEE:
«COMP LEGAL NAME»

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

By: _____
Name: Gregg Groenemann
Title: President and CEO
Effective Date: _____

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

EXHIBIT A
TERRITORY

The Territory is the area within the centerlines of the following latitude and longitude coordinates, as they exist on the Effective Date of this Franchise Agreement:

«Territory Desc»

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

EXHIBIT B
GUARANTY OF FRANCHISE AGREEMENT

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

1. Guarantee of Payment Obligations

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

(b) Notwithstanding Paragraph 1(a):

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

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

2. Other Obligations

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

3. Waivers

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

4. Enforcement Costs

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

5. Continuing Effect

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

6. Joint and Several Liability

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

7. Survival of Obligations

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

GUARANTOR:

GUARANTOR:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

EXHIBIT C
SPECIAL RELEASE OF CLAIMS

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

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

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

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

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

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

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

(Signatures on next page.)

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

FRANCHISOR:
SMILE SOURCE L.P.

FRANCHISEE:

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

By: _____
Name: Gregg Groenemann
Title: President and CEO
Date Executed: _____

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

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

GUARANTOR(S):

By: _____
Name: _____
Date Executed: _____

By: _____
Name: _____
Date Executed: _____

EXHIBIT D
NOTICE OF ELECTION TO OPT OUT OF FRANCHISE AGREEMENT

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

CONDITIONS FOR OPT OUT OF FRANCHISE AGREEMENT

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

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

Reason(s): _____

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

CONDITIONS FOR CLEAR CONFIDENCE CLAUSE

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

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

ACKNOWLEDGMENTS

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

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

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

FRANCHISEE:

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

FRANCHISOR'S ACKNOWLEDGMENT OF RECEIPT:

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

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

Received By: _____

Printed Name: _____

Date Received: _____

EXHIBIT E
ADMINISTRATIVE FEE EXCEPTIONS

EXHIBIT E-2

ADDENDUM TO FRANCHISE AGREEMENT

In accordance with Section 17.04 of the Franchise Agreement with a Start Date of the ____ day of _____, 20____, between _____, of _____, and Smile Source L.P., a Texas Limited Partnership, of 4025 Feather Lakes Way #5858, Kingwood, Texas 77339, (the “Franchise Agreement”), certain provisions of the Franchise Agreement are hereby amended as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Franchisee has satisfied all of the above requirements to the reasonable satisfaction of Franchisor, then the Franchisee will be qualified for a partial refund of Royalty fees paid during the Text Period. The portion of the Royalty fees to be refunded to Franchisee will be 50% of the total Royalty fees paid by Franchisee to Franchisor for the Test Period, minus, the total vendor funds received by Franchisor

and paid to Franchisee or credited to Franchisee's Royalty Fee account for the Test Period under the Cooperative Buying Program.

The Royalty refund, if any, will be paid by the Franchisor to the Franchisee in a timely manner following the receipt by Franchisor of all information necessary for the proper computation of the amount of the Royalty refund.

Ratification of Franchise Agreement

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

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

FRANCHISOR:
SMILE SOURCE L.P.

FRANCHISEE:

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

By: _____
Name: Gregg Groenemann
Title: President and CEO
Effective Date: _____

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

EXHIBIT F

GUARANTY OF FRANCHISE AGREEMENT

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

1. **Guarantee of Payment Obligations**

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

(b) Notwithstanding Paragraph 1(a):

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

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

2. **Other Obligations**

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

3. **Waivers**

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

4. **Enforcement Costs**

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

5. **Continuing Effect**

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

6. **Joint and Several Liability**

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

7. **Survival of Obligations**

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

GUARANTOR:

GUARANTOR:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

EXHIBIT G
NONDISCLOSURE AGREEMENT TO
PROTECT RELEASE OF CONFIDENTIAL INFORMATION

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

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

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

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

ACCEPTED AND AGREED

Signature

Signature

Printed Name

Date

Printed Name

Date

Exhibit H
List of Smile Source Franchisees
as of December 31, 2021

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
1012	AK	Anchorage	3501 Denali St. #302	99503	(907) 229-1990	Pat Dorman
124	AL	Huntsville	204 Lowe Avenue Southeast	35801	(256) 533-0051	Sonja Gill
382	AL	Trussville	123 North Chalkville Road	35173	(205) 853-4600	M. Reid Marshall
651	AR	Beebe	71 Hwy 64 W	72012	(501) 882-5491	Robert Beavers
991	AR	Bentonville	800 South East Plaza Avenue	72712	(479) 445-6884	Nathaniel Behrents
173	AR	Bryant	3316 Highway 5 N., Suite 1	72019	(501) 778-9222	Clint Fulks
843	AR	Bryant	4909 Highway 5 North	72022	(501) 847-9191	Alan Nguyen
592	AR	Fayetteville	2131 N. Crossover Blvd.	72703	(479) 856-6610	Angela Broomfield
990	AR	Fayetteville	152 East Appleby Road	72703	(479) 445-6884	Nathaniel Behrents
1065	AR	Fayetteville	162 East Sunbridge Drive	72703	(479) 521-4161	Richard Roblee
508	AR	Fort Smith	2913 South 74th Street	72903	(479) 484-5050	W. Wesley Moore
351	AR	Hot Springs	2220 Malvern Avenue	71901	(501) 623-6132	Brandon Kyle Benton
587	AR	Hot Springs	1919 Malvern Ave	71901	(501) 781-0246	Lance Porter
1001	AR	Hot Springs	1911 Malvern Ave., STE A	71901	(501) 609-9196	Stephen Harrison
928	AR	Jonesboro	2800 Enterprise Cove	72401	(870) 972-8190	Robert Kaloghirou
822	AR	Little Rock	209 South State street	72201	(501) 375-0265	William Knight
893	AR	Little Rock	10825 Kanis Road #500	72211	(501) 244-3500	Matthew Bridwell
884	AR	Maumelle	1701 Club Manor Drive, Suite 4	72113	(501) 851-1414	Dustin Wallace
210706	AR	North Little Rock	7525 Young Road	72118	(501) 753-8700	Brett DeCoursey
200511	AZ	Tempe	2210 South Mill Avenue	85282	(480) 921-2434	Rosie Eich
528	CA	Beverly Hills	8920 Wilshire Boulevard, Suite 701	90211	(310) 652-8383	Kevin Frawley
210802	CA	Corona	770 Magnolia Avenue	92879	(951) 279-7847	James Minutello
211009	CA	Corona	501 East 6th Street	92879	(951) 278-3650	Peter Espinoza
268	CA	Irvine	15785 Laguna Canyon Road	92618	(949) 551-5902	Scott Rice
1022	CA	Irvine	1400 Reynolds Avenue, #110	92614	(949) 508-2626	Robert Perry
166	CA	Laguna Niguel	30131 Town Center Drive, Suite 220	92677	(949) 770-7686	William Gregg
507	CA	Los Angeles	2990 South Sepulveda Boulevard	90064	(310) 477-1081	Les Latner
1062	CA	Los Angeles	1826 West 7th Street	90057	(213) 484-6660	Dan Benyamini
488	CA	Moorpark	4217 Tierra Rejada Road	93021	(805) 243-3999	Zachary Potts
720	CA	Murrieta	25109 Jefferson Ave., Suite #225	92562	(951) 225-4664	Michael Wasemiller
210704	CA	Napa	3434 Villa Lane	94558	(707) 339-4938	Kenneth Bevan
210702	CA	Riverside	5790 Magnolia Avenue	92506	(951) 684-2085	Robert Elloway
211213	CA	Riverside	4234 Riverwalk Parkway	92505	(951) 688-3442	Gerald Middleton
211209	CA	Sacramento	2525 K Street	95816	(916) 293-0520	Naveen Samuel
210703	CA	San Luis Obispo	1039 Murray Avenue	93405	(805) 960-3636	Jonathan Fu
210905	CA	San Luis Obispo	3221 South Higuera Street	93401	(805) 544-8111	Vikram Tiku
594	CA	Saratoga	1821 Saratoga Avenue, Suite 105	95070	(408) 753-9955	John Hao Rong
492	CA	Sunnyvale	895 East Fremont Avenue	94087	(408) 732-0220	Dipa Mehta
663	CA	Temecula	29645 Rancho California Rd., Ste 118	92591	(951) 676-6600	Richard Lindley
1052	CA	Tustin	17501 Irvine Blvd Suite 101	92780	(714) 835-4441	Sheldon Lu
506	CO	Aurora	2900 South Peoria Street	80014	(303) 751-3321	Daniel Zeppelin
200304	CO	Aurora	20981 East Smoky Hill Road	80015	(720) 876-2000	Deborah Michael
116	CO	Boulder	1200 Yarmouth Avenue	80304	(720) 440-9987	Richard Abrams
716	CO	Boulder	2830 Valmont Rd	80301	(303) 444-3232	Kyle Daniel
498	CO	Castle Rock	4344 Woodlands Boulevard	80104	(303) 660-9333	Jennifer Sibo
210908	CO	Colorado Springs	3695 Star Ranch Road	80906	(719) 442-1960	Britny Massey
443	CO	Denver	1164 Elati St.	80204	(303) 246-0100	William Pains
645	CO	Denver	1660 S. Albion St., Suite 715	80222	(303) 758-4287	Roy Theriot
706	CO	Denver	999 18th St., Suite 1350A	80202	(303) 377-5337	Gary Radz

Exhibit H
List of Smile Source Franchisees
as of December 31, 2021

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
844	CO	Denver	700 Broadway #1135	80203	(303) 832-4867	Nick Poulos
698	CO	Lakewood	3333 S. Wadsworth Blvd., Bldg D, Ste 309	80227	(303) 988-6767	Gregory Bauer
210401	CO	Lakewood	13701 West Jewell	80228	(303) 989-3192	Elizabeth Turner
368	CO	Littleton	10268 W. Centennial Road, Suite 100	80127	(303) 933-2066	LeJon Carreon
381	CO	Littleton	5920 South Estes Street	80123	(303) 988-6118	Guy Grabiak
560	CO	Littleton	9137 S. Ridgeline Blvd., Suite 150	80129	(303) 470-0017	Lynelle Zabel
561	CO	Littleton	9102 West Ken Caryl Avenue	80128	(303) 978-9572	Steven Krendl
1023	CO	Littleton	2100 West Littleton Boulevard	80120	(303) 798-4571	Claire-Marie Bender
1070	CO	Loveland	1524 West Eisenhower Boulevard	80537	(970) 669-3967	Alexandra Blomquist
249	CT	Berlin	39 Webster Square Road	06037	(860) 828-3933	Michael Maroon
200510	CT	Bethel	76 Stony Hill Road	06801	(203) 408-3104	Walter Kostrzewski
635	CT	Burlington	8 Milford St.	06013	(860) 673-7155	Bethaney Brenner
283	CT	Cromwell	26 Shunpike Road	06416	(860) 894-2933	Michael Maroon
826	CT	Manchester	483 Middle Turnpike West	06040	(860) 649-2272	Ryaz Ansari
948	CT	Middlebury	1625 Straits Turnpike, #210	06762	(203) 598-3889	Arsalan Elahi
568	CT	Middletown	195 South Main Street	06457	(860) 346-2470	Betsy Crosswell
210907	CT	South Windsor	1741 Ellington Road	06074	(860) 644-2486	Darryl Simms
597	CT	Vernon	281 Hartford Turnpike, Suite 105	06066	(860) 871-2618	Darryl Simms
787	DC	Washington	1010 Quincy Street Northeast	20017	(202) 832-5766	Cheryl Lee
200210	DE	Wilmington	1211 Milltown Road	19808	(302) 239-8230	Andrew Swiatowicz
200301	DE	Wilmington	1805 Foulk Road	19810	(302) 475-3270	Laura Dougherty
186	FL	Bradenton	815 40th Street West	34205	(941) 896-3915	Iyad Fakhouri
614	FL	Bradenton	6220 Manatee Ave West, Suite 401	34209	(941) 792-3033	Joel Alford
211108	FL	Bradenton	4016 Cortez Road West	34210	(941) 756-4999	Susan Sheahan
473	FL	Cooper City	9720 Stirling Road, Suite 211	33024	(954) 437-6855	Elizabeth Ziadie
1010	FL	Fort Myers	13691 Metro Parkway	33912	(239) 768-5900	Adam Beno
211105	FL	Fort Myers	34 Barkley Circle	33907	(239) 275-6564	Krystal Reyes - Viruet
740	FL	Jacksonville	1677 Art Museum Drive	32207	(904) 396-4746	Harrion Beaver, III
210302	FL	Jacksonville	12078-1 San Jose Boulevard	32223	(904) 268-4466	Neil Stevenson
210202	FL	Lakewood Ranch	11155 SR 70 East	34202	(908) 930-6205	Allison Konick
708	FL	Longboat Key	595 Bay Isle Rd., Suite 110	34228	(941) 383-6400	Michael O'Neil
211224	FL	Maitland	2700 Westhall Lane	32751	(407) 335-4600	Avni Dhaliwal
749	FL	Naples	501 Goodlette Rd. North, Suite B202	34102	(239) 261-7291	Dean Mourselas
200302	FL	Naples	1001 Crosspointe Drive	34110	(239) 566-2422	John Cancelliere
735	FL	Orlando	112 S Lucerne Circle E	32801	(407) 425-4901	Gustavo De Oliveira
436	FL	St. Petersburg	1 Progress Plaza	33701	(727) 822-8101	John Ferullo
211222	FL	Tallahassee	237 John Knox Road	32303	(850) 385-5297	Benjamin Grooters
631	FL	Tampa	4212 South Manhattan Avenue	33611	(813) 253-3679	William Wang
814	FL	Tampa	4302 Henderson Boulevard	33629	(813) 839-2273	Marnie Bauer
836	FL	Tampa	3614 Madaca Lane	33618	(813) 264-6444	Elizabeth Dy
865	FL	Tampa	4306 West Kensington Avenue	33269	(813) 356-0555	Marnie Bauer
201102	FL	Tampa	507 East Jackson Street	33602	(813) 273-9182	Frank Gassler
210201	FL	Tampa	1502 West Fletcher Avenue	33612	(813) 968-6100	Joita Ghosh
211107	FL	Tampa	15415 North Dale Mabry Highway	33618	(813) 405-8005	Maan Alshoib
1040	FL	Valrico	2448 Bloomingdale Avenue	33596	(813) 755-1800	Will Deliz
129	GA	Atlanta	1100 Peachtree Street Northeast	30309	(404) 897-1699	Berneer Dunson
770	GA	Atlanta	6230 Old National Hwy	30349	(770) 994-7811	Alfred Wyatt
929	GA	Atlanta	475 Bill Kennedy Way	30316	(404) 622-0622	Genise Evans
200509	GA	Atlanta	545 Edgewood Avenue Southeast	30312	(678) 233-7357	Eric Lawton

Exhibit H
List of Smile Source Franchisees
as of December 31, 2021

Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
210301	GA	Atlanta	1230 Peachtree Street	30309	(404) 607-6960	Lehman Harris
1035	GA	Augusta	4045 Jimmie Dyess Parkway	30909	(706) 231-0170	Tyjuan Williams
1066	GA	Augusta	3636 Wheeler Road	30909	(706) 869-9117	Emmanuel Ngoh
151	GA	Columbus	7407 North Lake Loop	31909	(706) 323-8811	Matthew Adams
200803	GA	Columbus	2751 Warm Springs Road	31904	(706) 689-2905	Cathy Cook
200804	GA	Columbus	1190 MLK Jr Boulevard	31906	(706) 322-3218	Cathy Cook
245	GA	Cumming	1024 Market Place Boulevard	30041	(770) 844-6771	Page Barden
102	GA	Decatur	3660 Flat Shoals Road, Suite 100	30034	(404) 243-0217	Marc Roberts
975	GA	Decatur	5992 Covington Highway	30035	(770) 322-3121	Monica Jones
774	GA	Duluth	3796 Satellite Boulevard, Suite 100	30096	(770) 476-4140	Ken Cheng
200406	GA	Duluth	3820 Pleasant Hill Road	30096	(678) 473-1004	Antonia Williams
201101	GA	Duluth	3780 Old Norcross Road	30096	(470) 228-4477	George Dinulescu
968	GA	Fayetteville	565 East Lanier Avenue	30214	(678) 461-0188	Kenneth Collins
1026	GA	Grayson	2219 Loganville Highway	30017	(678) 337-1800	Alisa Nelson-Wade
1024	GA	Griffin	1528 Lucky Street	30223	(770) 227-0223	Mark Martindale
960	GA	Hampton	11349 Tara Boulevard	30228	(678) 619-2388	Adrienne Ammons
165	GA	Kennesaw	2980 Lewis Street NW	30144	(770) 422-1554	Bruce Hester
200209	GA	Lawrenceville	1846 Old Norcross Road	30044	(770) 822-9500	Tonique Reynolds-Morgan
414	GA	Lithonia	2998 Turner Hill Road, Suite 100	30038	(404) 289-7311	Brian Buchanan
200425	GA	Lithonia	6118 East Covington Highway	30058	(770) 593-8249	Nicholas Mosley
1019	GA	Locust Grove	2714 Highway 155	30248	(770) 866-2080	David Jenkins
956	GA	Marietta	3535 Roswell Road, Suite 3	30062	(770) 627-5598	Michael Thomas
200701	GA	Marietta	4343 Shallowford Road	30062	(770) 709-5040	Jeannette Jimenez
210308	GA	Marietta	557 South Marietta Parkway Southeast	30060	(770) 422-6521	Sunil Singh
210805	GA	Martinez	4200 Columbia Road	30907	(706) 868-1322	John Massey
764	GA	McDonough	70 Westridge Pkwy	30253	(770) 898-3192	Jordan Brunson
965	GA	McDonough	1705 Highway 20 West, Suite 200	30253	(770) 954-0072	Rolin Desir
210304	GA	McDonough	854 Hampton Road	30253	(770) 320-9882	Yvonne Hospedales
815	GA	Morrow	2339 Lake Harbin Road	30260	(770) 961-1222	Darryal McCullough
194	GA	Newnan	2819 Highway 34 East	30265	(770) 254-8787	Charles Cheney, III
200102	GA	Newnan	1635 Highway 34	30265	(770) 252-0029	Ragan Faler
121	GA	Palmetto	501 Park Street	30268	(770) 463-4541	Jordan Brunson
241	GA	Peachtree	403 Highway 74 North, Suite A	30269	(770) 631-3380	David Boag
200411	GA	Perry	1133 Macon Road	31069	(478) 988-3200	Temiko Braswell
898	GA	Pooler	103 Park Avenue, Suite 200	31322	(912) 330-6000	Robert Miller
995	GA	Pooler	145 Traders Way, Suite A	31322	(912) 748-4365	Frank Scarbrough
996	GA	Rincon	613 Towne Park Drive West, Suite 301	31326	(912) 748-4365	Frank Scarbrough
871	GA	Savannah	901 East 66th Street	31405	(912) 525-7777	Robert Miller
994	GA	Savannah	501 Eisenhower Drive	31406	(912) 354-1515	Frank Scarbrough
1069	GA	Savannah	314 Stephenson Avenue	31405	(912) 355-2688	Kim Turner
1077	GA	Savannah	911 East 67th Street	31405	(912) 547-7687	J. Brian Baker
113	GA	Smyrna	3246 Atlanta Road Southeast	30080	(770) 432-1344	David Lamothe
138	GA	Smyrna	4687 South Atlanta Road Southeast	30339	(404) 799-8499	Amon Meadows
144	GA	Smyrna	4045 Orchard Road Southeast	30080	(770) 433-0445	Clarence Addison, Jr.
474	GA	Smyrna	3640 Highlands Parkway Southeast	30082	(678) 888-5895	Aja Nichols
200801	GA	Smyrna	2886 Elmwood Drive	30080	(770) 434-1717	Bennie Smith
200403	GA	Snellville	1990 Main Street	30078	(404) 840-4035	Natasha Wilson
136	GA	Stockbridge	1900 Hudson Bridge Road	30281	(770) 506-9818	Sharcola Vaughn
977	GA	Stockbridge	239 Village Center Parkway, Suite 200	30281	(678) 289-0382	Ragan Faler

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Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
632	GA	Stone Mountain	1147 S. Hairston Rd, Suite A	30088	(678) 515-4200	Bernee Dunson
210605	GA	Suwanee	1325 Satellite Boulevard	30024	(770) 497-9111	Yoni Polack
210604	GA	Tucker	1390 Montreal Road	30084	(770) 621-7687	Melvin Washington
962	GA	Warner Robins	110 Tommy Stalnakar Drive, Building B	31088	(478) 333-6601	Jamal Duval
1002	GA	Warner Robins	225 Carl Vinson Parkway	31088	(478) 923-0232	Vin Bhasin
122	GA	Zebulon	15988 Barnesville Street	30295	(770) 567-8000	Jordan Brunson
20	HI	Kailua	970 North Kalaheo Avenue, Suite A 101	96734	(808) 254-2339	James Joseph Choy
200902	HI	Kailua	970 North Kalaheo Avenue, Suite C 309	96734	(808) 254-5503	Summer Wood
425	HI	Kaunakakai	28 Kamoi Street, Suite 200, P.O. Box 841	96748	(808) 553-5118	Boki Chung
641	IA	Ames	137 Lynn Ave.	50014	(515) 224-1330	Steffany Mohan
942	IA	Des Moines	7506 Hickman Road	50324	(515) 276-0202	Steffany Mohan
1007	IA	Des Moines	2601 East 14th Street	50316	(515) 265-3796	Steffany Mohan
642	IA	Urbandale	8078 Douglas Avenue	50322	(515) 276-7800	Steffany Mohan
210603	IA	Waukee	2153 Southeast LA Grant Parkway	50263	(515) 394-8671	Jason Brown
640	IA	West Des Moines	1089 Jordan Creek Parkway Suite 100	50266	(515) 224-5999	Steffany Mohan
718	IA	West Des Moines	4150 Westown Pkwy, Suite 301	50266	(515) 440-1224	Jeffrey Sharpe
744	IA	West Des Moines	2829 Westown Pkwy, Suite 115	50266	(515) 223-4194	Robert McNurlen
53	ID	Coeur d'Alene	1322 West Kathleen Avenue	83815	(208) 667-7461	Kent McVey
644	ID	Coeur D'Alene	1015 West Ironwood Drive	83814	(208) 664-2160	Kory Wilson
775	ID	Coeur d'Alene	1223 North Government Way	83814	(208) 664-9225	Justin Rader
930	ID	Coeur d'Alene	509 West Hanley Avenue Suite 201	83815	(208) 667-5447	Kirk Davidson
37	ID	Hayden Lake	1683 East Miles Avenue	83835	(208) 772-4066	Kory Wilson
431	ID	Kellogg	302 East Cameron Avenue	83837	(208) 518-0588	Benjamin Byrd
74	ID	Post Falls	609 North Calgary Court	83854	(208) 777-1222	Zachary Brumbach
742	ID	Post Falls	801 East Medical Court	83854	(208) 773-1559	Kory Wilson
773	IL	Arlington Heights	300 East Northwest Highway	60004	(847) 398-0811	Joseph Favia
510	IL	Berwyn	6901 West Stanley Avenue	60402	(708) 749-4080	Timothy Walsh
424	IL	Chicago	1525 East 53rd Street	60615	(773) 643-6006	Louis Kaufman
705	IL	Chicago	850 S. Wabash Ave., Suite 250	60605	(312) 663-1890	Sheila Brown
1033	IL	Chicago	1858 West 35th Street	60609	(773) 247-5554	Urvi Ganger
200104	IL	Chicago	850 South Wabash Avenue	60605	(312) 356-4700	Jamal Flowers
200413	IL	Chicago	2836 Devon Avenue	60659	(773) 338-7565	Mustafa Salam
210207	IL	Chicago	1750 North Clybourn Avenue	60614	(773) 340-2016	Aaron Diehl
211204	IL	Crest Hill	2312 Plainfield Road	60403	(815) 744-7175	Leila Soltani
883	IL	Hoffman Estates	2200 West Higgins Road, Suite 335	60169	(847) 490-8708	Jacqueline Niro-Kraemer
200410	IL	Northfield	1779 Willow Road	60093	(847) 446-9250	Phillip Moorad
210901	IL	Spring Grove	2020 Route 12, Suite K	60081	(815) 675-2600	Daniel Choo
211103	IL	Westmont	828 North Cass Avenue	60559	(630) 435-1955	Timothy Walsh
710	IN	Avon	7393 Business Center Dr., Suite 400	46123	(317) 272-3002	Andrew Amborski
711	IN	Carmel	3965 West 106th Street	46032	(317) 253-8631	Rawan Tannous
201002	IN	Crown Point	8000 East Lincoln Highway	46307	(219) 769-6316	Chanbo Sim
210309	IN	Granger	925 East University Drive	46530	(574) 277-7733	Jeff Mader
600	IN	Indianapolis	7218 US HWY 31 S	46227	(317) 882-0227	Ted Reese
712	IN	Indianapolis	3091 E. 98th St., Suite 220	46280	(317) 581-0215	John Hartman, II
713	IN	Indianapolis	9002 N, Meridian St., Ste 206	46260	(317) 574-1138	Gary Walton
210607	IN	Indianapolis	8140 Oaklandon Road	46236	(317) 823-8338	Julian Davila
210612	IN	Indianapolis	8870 Zionsville Road, Suite 100	46268	(317) 933-1847	David Isaacs
211002	IN	Indianapolis	3021 East 98th Street, Suite 220	46280	(317) 580-9222	Timothy Adams
688	IN	Kokomo	412 W. Walnut St	46901	(765) 452-4677	Judith Culver

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Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
966	IN	Merrillville	6075 Cleveland Circle	46410	(219) 769-6316	Chanbo Sim
1061	IN	Michiana	2424 East 5th Street	46544	(574) 259-1464	Jeff Mader
624	IN	Monroeville	506 West South Street	46773	(260) 623-6171	Kenton Bailey
577	IN	Muncie	800 West University Ave	47303	(765) 288-6121	Richard Pyle
759	IN	South Bend	17490 IN-23	46635	(574) 271-9000	Jeff Mader
210709	IN	Vincennes	608 South Quail Run Road	47591	(812) 882-1572	Eric Herman
538	KS	Hutchinson	2901 B North Lorraine Street	67502	(620) 663-5297	Susan Evans
987	KS	Leawood	11111 Nall Avenue	66211	(913) 491-4900	Jason Ciminieri
257	KS	Marysville	1200 Broadway Street	66508	(785) 562-5529	Brittany Owens-Goracke
909	KS	Olathe	751 North Mur-Len Rd.	66062	(913) 782-1330	Nevin Waters
841	KS	Prairie Village	3700 West 83rd Street	66208	(913) 649-5600	Grant Smith
910	KS	Stilwell	7404 West 199th Street	66085	(913) 782-1330	Lindsay Waters Davidson
939	KS	Topeka	2930 SW Wanamaker Drive, Suite 7	66614	(785) 273-2922	Jason Weber
988	KS	Wichita	1223 North Rock Road, Building F, Suite 100	67206	(316) 687-0100	Hal Hale
210902	KY	Henderson	481 Klutey Park Plaza Drive	42420	(270) 826-2677	Mark Moats
200505	KY	Louisville	7926 Preston Highway	40219	(502) 968-1412	Samantha Shaver
998	KY	Mt. Washington	209 High Pointe Ct.	40047	(606) 923-4632	Jacob Masters
776	KY	Paducah	3170 New Holt Road	42001	(270) 554-0121	William Hay
210602	KY	Paducah	3011 Broadway Street	42001	(270) 442-1077	Steven Harris
211110	KY	Paducah	6045 Kentucky Dam Road	42003	(270) 366-0463	Kelvin White
201003	KY	Radcliff	1100 South Dixie Boulevard	40160	(270) 351-5858	Darren Greenwell
210205	LA	Baton Rouge	429 East Airport Avenue	70806	(225) 925-2118	Cecilia Luong
210505	LA	Baton Rouge	1134 Swan Avenue	70807	(225) 775-0363	Hugh McKnight
211007	LA	Baton Rouge	10631 Hillary Court	70810	(225) 590-3835	Randall Babin
210601	LA	Denham Springs	703 South Range Avenue	70726	(225) 664-7175	Donald St Angelo
235	LA	Lafayette	420 Settlers Trace Boulevard	70508	(337) 234-3551	Tony Soileau
211102	LA	Monroe	3050 Forsythe Avenue	71201	(318) 388-0828	Patrick McGee
379	LA	New Iberia	1814 Center Street	70560	(337) 365-1512	Harold Rider, III
793	LA	New Orleans	6120 Magazine Street	70118	(504) 891-7471	Kristopher Rappold
200422	LA	Ruston	7412 Highway 80	71270	(318) 773-8969	Rhonda Pruitt
1081	MA	Brookline	209 Harvard Street	02446	(617) 731-1200	Nitin Khankari
578	MA	Chelmsford	13 Village Square	01824	(978) 256-6433	Louis Stylos
1036	MA	Medfield	266 Main Street, #14	02052	(508) 359-2900	Mary DeMello
979	MA	Wellesley	70 Walnut Street, Suite 102	02481	(781) 237-3031	Tina Wang
250	MA	Worcester	9 Linden Street	01609	(508) 753-3105	Stanley Levenson
833	MD	Adelphi	7411 Riggs Road #326	20783	(301) 439-5868	Mfon Umoren
800	MD	Baltimore	3120 Lord Baltimore Drive	21244	(410) 277-0138	Byron Desbordes
933	MD	Baltimore	1001 Fleet Street, # R	21202	(410) 376-8497	Nancy Ward
210204	MD	Baltimore	835 Light Street	21230	(410) 727-3388	Denise Markoff
211223	MD	Baltimore	6304 Kenwood Avenue	21237	(410) 866-6660	Evan Padousis
798	MD	Bowie	3060 Mitchellville Road, Suite107	20716	(301) 579-3182	Ed Chappelle
1043	MD	Bowie	4311 Northview Drive	20716	(301) 352-6311	Edward Zebovitz
200506	MD	Chevy Chase	8401 Connecticut Avenue	20815	(301) 307-5115	Jennifer Smith
200202	MD	Edgewater	969 Central Avenue E	21037	(410) 798-6341	Michael Billings
993	MD	Hollywood	44210 Airport View Drive	20636	(301) 373-3230	Amit Khanna
888	MD	Lanham	9821 Greenbelt Road #205	20706	(301) 552-2662	Brenda Howard
1041	MD	Owings Mills	10084 Reisterstown Road, Suite 200E	21117	(443) 258-9939	George Evans
1042	MD	Randallstown	5415 Old Court Road, Suite S01	21133	(410) 922-1601	George Evans
200205	MD	Takoma Park	1107 Sligo Creek Parkway	20912	(301) 891-7760	Gregory Catchings

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200412	MD	Takoma Park	1107 Sligo Creek Parkway Takoma Park	20912	(301) 891-7760	Michele Dozier
846	MD	Upper Marlboro	9650 Marlboro Pike	20772	(301) 599-0303	James Chung
348	MD	West Friendship	12800 Frederick Road	21794	(410) 442-2800	Thomas Fenlon
547	MI	Canton	5958 N. Canton Center Rd., Ste 100	48187	(734) 459-4960	Samer Shoukfeh
829	MI	Canton	5958 North Canton Center Road, Suite 600	48187	(734) 459-1950	Robert Gasparotto
1051	MI	Canton	409 North Canton Center Road	48187	(734) 217-4370	Walter Phillips
863	MI	Davison	1049 South State Road	48423	(810) 653-3393	Emily Varsanik
1078	MI	Detroit	13334 East Jefferson Avenue	48215	(313) 422-1282	Aisha Akpabio
1020	MI	Flint	5468 South Saginaw Street	48507	(248) 766-8787	Milan Sata
201103	MI	Grayling	800 East Michigan Avenue	49738	(989) 344-2525	Ralph Oppermann
848	MI	Highland Township	2950 East Highland Road	48356	(248) 887-8371	James LoCascio
650	MI	Iron Mountain	100 S. Stephenson Ave.	49801	(906) 828-3273	John Fornetti
130	MI	Jackson	306 West Washington Ave, Suite 205	49201	(517) 787-5055	Andrew Balaze
239	MI	Jackson	2002 Spring Arbor Road	49203	(517) 782-0900	Mark McFerran
442	MI	Jackson	3386 Spring Arbor Road	49203	(517) 787-1022	Steven Davenport
999	MI	Jackson	826 North Wisner	49202	(517) 787-0401	Daniel Price
1003	MI	Jackson	306 West Washington Avenue	49201	(517) 787-9845	Tim Chapel
1009	MI	Jackson	306 West Washington, Suite 101	49201	(517) 787-4122	Eric Palte
210305	MI	Jackson	2000 Spring Arbor Road	49203	(517) 787-5210	Elizabeth Garcia
211112	MI	Manton	113 East 7th Street	49663	(231) 824-3711	Jennifer White-Seymour
842	MI	New Baltimore	34301 23 Mile Road	48047	(586) 725-5500	Aaron Johnson
973	MI	Rochester	804 North Main Street, #201A	48307	(248) 651-6810	John Aurelia
850	MI	Rochester Hills	1200 South Livernois Road	48307	(248) 656-2700	Eric Kosnic
211101	MI	Saginaw	5545 North Colony Drive #3	48638	(989) 282-3437	Jennifer Schau
213	MI	Shelby Township	7777 25 Mile Road	48316	(586) 731-8338	Thomas Fredal
901	MI	Southfield	23077 Greenfield Road, Suite 285	48075	(248) 395-9800	Todd Ester
950	MI	Southfield	16800 West Twelve Mile Road, Suite 100	48076	(248) 443-5371	Monica Lewis
1000	MI	Wyandotte	1823 Fort Street	48192	(734) 285-2550	Ronald Morris
200420	MN	Andover	2258 Bunker Lake Boulevard Northwest	55304	(763) 390-8995	Pao Vang
704	MN	Burnsville	14050 Nicollet Ave, Ste 205	55337	(952) 435-4177	Mike Henrickson
509	MN	Carver	4725 Dahlgren Rd.	55315	(952) 960-9060	Adam Holder
545	MN	Circle Pines	640 Civic Heights Drive	55014	(763) 786-3432	John Stentz
802	MN	Crystal	5700 Bottineau Boulevard	55429	(763) 221-0361	Lao Vang
656	MN	Eden Prairie	6600 City West Parkway, Suite 315	55344	(952) 941-9829	Sara Fam
374	MN	Inver Grove Heights	5766 Blackshire Path	55076	(651) 457-8866	Christina Van Guilder
357	MN	Maplewood	1774 Cope Avenue E.	55109	(651) 770-7175	Derrick Veneman
657	MN	Maplewood	1560 Beam Ave, Suite A	55109	(651) 777-8900	Mike Henrickson
441	MN	Minneapolis	3201 Johnson Street Northeast	55418	(612) 781-6568	Ryan Clouse
662	MN	Minneapolis	4454 Chicago Ave.	55407	(612) 823-6262	Julie Clouse
415	MN	Minnetonka	17601 Highway 7	55345	(952) 217-5201	Holger Meiser
363	MN	Owatonna	209 East Main Street	55060	(507) 455-1641	Thomas Smith
421	MN	Owatonna	605 Hillcrest Avenue, Suite 230	55060	(507) 451-7250	Tim Holland
857	MN	Princeton	510 1st Street	55371	(763) 389-1373	Heidi Lund
854	MN	Saint Michael	399 Central Avenue East	55376	(763) 497-2040	Jake Bromley
274	MN	St. Paul	770 Mount Curve Boulevard	55116	(651) 699-2822	Mark Malterud
211109	MN	St. Paul	106 Douglas Street	55102		Jennifer Iburg
925	MN	Tracy	212 3rd Street	56175	(507) 212-0002	Jon Heezen
682	MN	Wabasha	257 Main St. W.	55981	(651) 565-4647	Thomas Schoen
464	MN	Wayzata	317 East Wayzata Way	55391	(952) 473-4639	Bruce Martinson

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1059	MO	Blue Springs	2150 Northwest South Outer Road	64015	(816) 228-6988	Alan Foster
210903	MO	Chesterfield	1548 Woodlake Drive	63017	(314) 576-3737	Jennifer Wheeler
593	MO	Clayton	141 N. Meramec Ave., Ste. 217	63105	(314) 678-7876	Christopher Hill
200404	MO	Clayton	950 Francis Place	63105	(314) 721-1660	Mary Smith
1037	MO	Fenton	552 Old Smizer Mill Road	63026	(636) 326-7633	Jessica Nieva
668	MO	Lee's Summit	4045 NE Lakewood Way, Bldg 1, Suite 150	64064	(816) 350-9119	Gregory Calloway
790	MO	St Louis	16 Hampton Village Plaza	63109	(314) 328-5995	Tyman Loveless
210705	MO	St Louis	16 Hampton Village Plaza	63109	(314) 328-5995	Tyman Loveless
211207	MO	St Louis	77 Westport Plaza	63146	(314) 434-4676	Aaron Campbell
211214	MO	St Louis	5430 Lemay Ferry Road	63129	(314) 892-8853	Chad Stewart
246	MO	St. Louis	1113 Locust Street	63101	(314) 375-5353	Christopher Hill
557	MO	St. Louis	10296 Big Bend Road, Suite 207	63122	(314) 965-1334	Holly Ellis
721	MO	St. Louis	4607 Hampton Avenue	63109	(314) 481-3369	Erin Scimone
728	MO	St. Louis	5914 Leona St	63116	(314) 351-6554	David Borgmeyer
803	MS	Batesville	310 Highway 51 South	38606	(662) 563-5550	Tom Hodge
804	MS	Batesville	160 Cracker Barrel Drive	38606	(662) 563-7821	Stephen Sullivan
689	MS	Brandon	1350 West Government Street	39042	(601) 825-3807	Lee Gary
875	MS	Byram	6745 Siwell Road, Suite 210	39272	(601) 371-8634	Quintin Julius
885	MS	Canton	1863 Highway 43 South, Suite A	39046	(601) 859-7050	Preston Cobbins
813	MS	Columbus	540 Willowbrook Road	39705	(662) 327-4523	Mark Nobles
818	MS	Columbus	2900 Bluecutt Road #2	39705	(662) 574-0610	Steve Porter
1049	MS	Columbus	2228 Military Road	39705	(662) 328-0044	Kelly Trout
690	MS	Flowood	4802 Lakeland Drive	39232	(601) 936-0025	Lee Gary
851	MS	Gautier	3105 Shaw Drive	39553	(228) 497-3111	Jeffrey Knight
211218	MS	Grenada	1800 F.S. Hill Drive	38901	(662) 226-1757	Olivia Van Gordon
799	MS	Gulfport	520 Courthouse Road #A	39507	(228) 896-6973	Mark Stringer
830	MS	Gulfport	1213 Broad Avenue, Suite 1	39501	(228) 342-6225	Jeff Zimmerman
847	MS	Gulfport	15503 Oak Lane, Suite 300-B	39503	(228) 832-3231	Patton Webb
1050	MS	Hattiesburg	114 North 40th Avenue	39401	(601) 261-5541	Jennifer Hughes
792	MS	Hernando	7 East Commerce Street	38632	(662) 429-5055	Robert Smith
951	MS	Indianola	501 Park Avenue	38751	(662) 887-1272	David McDaniel
702	MS	Jackson	4505 I-55 N.	39206	(601) 981-3500	Lee Gary
211220	MS	Jackson	5800 Ridgewood Road	39211	(601) 398-2934	Deidra Snell
200103	MS	Long Beach	5107 Beatline Road	39560	(228) 678-7364	Jason Olaivar
691	MS	Louisville	90 N. Columbus Ave.	39339	(662) 773-8304	Mark Donald
211003	MS	Lucedale	284 Dewey Street	39452	(601) 947-2229	Preston Cobbins
210203	MS	Madison	1896 Main Street	39110	(601) 825-3807	Lee Gary
210307	MS	Madison	119 Colony Crossing Way	39110	(769) 300-1001	Diana Pappa
796	MS	Meridian	4610 29th Avenue	39305	(601) 485-7070	Adam Weathers
200507	MS	New Augusta	205 Main Street	39462	(601) 964-8400	Leslie Wells
211104	MS	Okolona	233 West Main Street	38860	(662) 447-2704	Adam Roye
210803	MS	Pass Christian	13165 Vidalia Road	39571	(228) 255-4355	Jeff Zimmerman
932	MS	Southaven	7135 Getwell Road	38672	(662) 655-4868	Pradeep Adatrow
1068	MS	Sumrall	4556 MS-589	39402	(601) 466-4963	Brett Valentine
862	MS	Vicksburg	1201 Mission Park Drive	39180	(601) 634-1812	Kenneth Nash
724	MT	Bozeman	4515 Valley Commons Dr. Suite 103	59718	(406) 581-2998	David Bowen
905	MT	Bozeman	1125 West Kagy Boulevard, Suite 303	59715	(406) 587-2201	Steven Justesen
200401	MT	Bozeman	3997 Valley Commons Drive	59718	(406) 404-1186	William Samson
211106	NC	Charlotte	7340 Smith Corners Boulevard	28269	(910) 381-2126	Gustavo Delgado

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211001	NC	Hendersonville	728 5th Avenue West	28739	(828) 693-8416	Usama Kamal
211205	NC	Hendersonville	831 North Justice Street	28791	(828) 692-3204	Douglas McMillan
835	NC	Hickory	1170 Fairgrove Church Road	28602	(828) 328-6118	Dale Spencer
200106	NC	Morrisville	2880 Slater Road	27560	(919) 672-7909	Tasha Hinton
855	NC	Raleigh	13271 Strickland Road	27613	(919) 872-7363	Brett Wells
210303	NE	Kearney	2714 2nd Avenue	68847	(308) 455-8225	Alicia Lyon
210608	NE	Kearney	3915 4th Avenue	68845	(308) 234-2828	Eric Ahrens
210906	NE	Minden	110 East Hawthorne Street	68959	(308) 832-2582	Sarah Sexton
623	NE	Omaha	12728 Augusta Avenue Suite 110	68144	(402) 330-1483	Philip Strevey
1038	NE	Omaha	2012 North 117th Avenue, Suite 103	68164	(402) 496-4688	David Arnold
210502	NE	Omaha	8901 Indian Hills Drive, Suite 300 B	68114	(402) 715-5858	Katherine DiPrima
211113	NE	Omaha	6909 South 157th Street	68136	(402) 891-9000	Carolyn Taggart-Burns
294	NJ	Chatham	33 Main Street, Suite 101	07928	(973) 635-0626	Corina Atanase
210611	NJ	Cherry Hill	63 Kresson Road Suite 102	08034	(856) 857-0400	Julio Espinoza
566	NJ	Cranbury	2525 US Highway 130, Suite B3	08512	(609) 409-3992	Lawrence Brent
231	NJ	Denville	75 Bloomfield Avenue	07834	(973) 453-2599	Adam Kimowitz
211221	NJ	Fanwood	346 South Avenue, Suite 7	07023	(908) 889-2020	Jianqiang Xiao
701	NJ	Jackson	495 W. Veterans Hwy, Suite 1	08527	(848) 222-1455	Allison Corapi
981	NJ	Jersey City	3043 John F. Kennedy Boulevard	07306	(201) 484-5483	Diana Hagan
886	NJ	Livingston	22 Old Short Hills Road, Suite 206	07039	(973) 533-0053	R. Craig Miller
935	NJ	Montville	150 River Road Suite J-2	07045	(973) 334-5556	Evan Krause
210904	NJ	Sewell	428 Ganttown Road	08080	(856) 875-8400	Matthew Bickel
779	NM	Albuquerque	4233 Montgomery Boulevard Northeast Suite 120 W	87109	(505) 323-7966	Omar Pereyra
957	NV	Henderson	2790 West. Horizon Ridge Parkway, Suite 100	89052	(702) 735-3284	Gregg Hendrickson
581	NV	Las Vegas	6870 South Rainbow Boulevard	89118	(702) 825-7342	Harvey Chin
210610	NV	Las Vegas	2685 South Rainbow Boulevard	89145	(702) 941-4148	Adam Persky
211212	NY	Astoria	32-17 Broadway	11106	(718) 278-1123	Clifford Degel
934	NY	Bay Shore	1579 Brentwood Road	11706	(631) 323-6215	Eugene Antenucci
210503	NY	Bronx	2466 Arthur Avenue	10458	(718) 329-1000	Daniel Choi
756	NY	Brooklyn	2270 Ocean Avenue, Suite 1D	11229	(718) 946-0500	Perri Malek
811	NY	Flushing	143-05 41st Avenue	11355	(718) 359-3555	Richard Gochman
834	NY	Monticello	1 Fairchild Place	12701	(917) 745-7703	Perri Malek
870	NY	Rochester	1950 South Clinton Avenue	14618	(585) 461-4350	Frank LaMar
201104	NY	Woodbury	800 Woodbury Road	11797	(516) 921-8010	Marc Herman
556	OH	Ashland	910 Katherine Avenue	44805	(419) 289-1813	Kevin Priest
196	OH	Beachwood	24300 Chagrin Boulevard	44122	(216) 292-6883	Yoav Taub
466	OH	Broadview Heights	1000 West Wallings Road	44147	(440) 546-1116	Joong Hahn
766	OH	Brunswick	4181 Center RD	44212	(330) 225-1433	Jamison Hendricks
983	OH	Canal Fulton	2184 Locust Street	44614	(330) 854-5152	Allan Keith
599	OH	Canfield	3620 Stutz Drive	44406	(330) 533-6688	Jon Saadey
931	OH	Canton	3684 Dressler Road NorthWest, Suite A	44718	(330) 452-2255	Brian Amison
1008	OH	Canton	4385 Everhard Road Northwest	44718	(330) 494-6016	Jeff Danner
1029	OH	Canton	3215 Cleveland Avenue Northwest	44709	(330) 492-1500	David Pavlick
737	OH	Circleville	598 Northridge Road	43113	(740) 474-4396	Hans Guter
396	OH	Columbus	1080 Polaris Parkway, Ste 130	43240	(614) 430-8990	Daniel Ward
200208	OH	Etna	10991 B National Road Southwest	43062	(740) 785-7444	Danielle Dey
210311	OH	Garrettsville	10699 Freedom Street	44231	(330) 527-4313	Andrew Holpuch
805	OH	Girard	28 East Main Street	44420	(330) 545-8120	Rick Ragozine
530	OH	Hubbard	45 East Liberty Street	44425	(330) 964-2116	Mark Braydich

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Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
210310	OH	Newton Falls	340 Ridge Road	44444	(330) 872-5771	Andrew Holpuch
211202	OH	North Ridgeville	34100 Center Ridge Road	44039	(440) 327-0027	Ankur Gupta
408	OH	Parma	6731 Ridge Road, Suite 201	44129	(440) 884-6644	Timothy Bizga
462	OH	Parma Heights	7057 West 130th Street	44130	(440) 887-0550	Carrie Hansen
459	OH	Strongsville	11925 Pearl Road	44136	(440) 238-1555	Richard Weiser
200417	OH	West Chester	8919 Brookside Avenue	45069	(513) 847-4692	April Hearn
210306	OH	Wheelersburg	8237 Hayport Road	45694	(740) 285-1071	Brooke Williams
200802	OH	Youngstown	290 South Canfield-Niles Road	44515	(330) 797-0232	Stephen Orlosky
546	OK	Broken Arrow	3300 S. Aspen Ave., Suite A	74012	(918) 451-0211	Drew Endicott
211201	OK	Broken Arrow	4420 West Houston Street	74012	(918) 727-7668	James Strand
200405	OK	Carnegie	11 West Main Street	73015	(405) 668-2426	Jamie Cameron
970	OK	Claremore	201 North Lynn Riggs Boulevard	74017	(918) 343-4300	Lori Hare
406	OK	Coweta	122 East Chestnut Street	74429	(918) 486-3266	Mark Harwood
107	OK	Glenpool	301 East 141st Street	74033	(918) 291-6000	W. Scott White
522	OK	Oklahoma City	16 Northeast 2nd Street, Suite B	73104	(405) 605-2332	Steve Truong
692	OK	Owasso	11920 E 86th St N	74055	(918) 272-9519	Matthew Gray
375	OK	Sapulpa	635 South Main Street	74066	(918) 224-0369	Andrew Carletti
585	OK	Skiatook	102 S. Cherry St.	74070	(918) 396-7373	Drake Sellmeyer
139	OK	Tahlequah	559 Meadow Creek Drive	74464	(918) 456-0977	Brant Rouse
296	OK	Tulsa	2538 E. 21st St.	74114	(918) 742-6321	Lindsay Smith
376	OK	Tulsa	2808 East 101st Street	74137	(918) 299-5399	Andrew Carletti
648	OK	Tulsa	616 South Boston Avenue	74119	(918) 587-1303	Clinton Stevens
703	OK	Tulsa	8126 S. Mingo Rd. #105	74133	(918) 663-5538	Steven White
751	OK	Tulsa	5424 S. Memorial Dr., BLG A	74145	(918) 664-6845	Nathan Powell
821	OK	Tulsa	6112 East 61st Street	74136	(918) 745-0500	Wes Black
876	OK	Tulsa	4608 South Harvard Avenue	74135	(918) 742-7351	Michael Wynn
889	OK	Tulsa	4433 South Harvard Avenue	74135	(918) 742-8775	Hugh McDougall
947	OK	Tulsa	10032 South Sheridan Road, Suite F	74133	(918) 298-5544	Neil Hasty
969	OK	Tulsa	1326 East 43rd Court, Suite 100	74105	(918)749-0303	Lori Hare
200416	OK	Tulsa	6141 East 91st Street	74137	(918) 747-4444	Deboria Gill
210206	OK	Weatherford	129 North Bradley	73096	(580) 816-6700	Jamie Cameron
564	OR	Tigard	9370 SW Greenburg Rd Ste A	97223	(503) 639-7447	William Gebeau
1015	PA	Ambler	140 East Butler Avenue	19002	(215) 643-4393	Philip Fava
253	PA	Blue Bell	706 DeKalb Pike	19422	(610) 272-0828	Kenneth Siegel
334	PA	Butler	291 Evans City Road	16001	(724) 282-7774	Robert Todd
1074	PA	Butler	114 East Diamond Street	16001	(724) 282-6100	Jeffrey Miller
200805	PA	Clarion	35 South 2nd Avenue	16214	(814) 226-8690	Joshua Polacek
760	PA	Downingtown	257 W. Uwchlan Ave., Suite B	19335	(610) 269-1414	Hal Cohen
808	PA	Gibsonia	5615 William Flynn Highway	15044	(724) 443-5710	Timothy Chips
1072	PA	Glenshaw	1509 Mount Royal Boulevard	15116	(412) 486-5155	Arnold Peace
210504	PA	Glenshaw	1416 Mount Royal Boulevard	15116	(412) 223-5880	Jeremy Rice
606	PA	Huntingdon Valley	2600 Philmont Ave, Suite 414	19006	(215) 742-4343	Jesse Schaffzin
210609	PA	Oakdale	1050 Oakdale Road	15071	(412) 788-6300	TJ Ameredes
1030	PA	Oakmont	391 Washington Avenue	15139	(412) 828-6400	Jason Choorapuzha
769	PA	Philadelphia	9523 Frankford Avenue	19114	(215) 302-1746	Pablo Sotelo
937	PA	Philadelphia	2260 East Allegheny Avenue	19134	(215) 634-7006	Shaun Lavallee
982	PA	Philadelphia	9501 Roosevelt Boulevard, Suite 207	19114	(215) 673-1333	Brian Shapiro
1014	PA	Philadelphia	9880 Bustleton Ave Suite 211-212	19115	(215) 677-8686	Philip Fava
807	PA	Pittsburgh	100 McKnight Park Drive	15237	(412) 364-7144	Timothy Chips

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Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
200901	PA	Pittsburgh	750 Washington Rd # 8 and 9	15228	(412) 343-2022	Matthew Lanz
211004	PA	Pittsburgh	9400 McKnight Road, Suite 102	15237	(412) 367-2996	Stephen Miloser
211005	PA	Pittsburgh	2585 Freeport Road, Suite 206	15238	(412) 828-8240	Stephen Miloser
211216	PA	Pittsburgh	4139 Brownsville Road	15227	(412) 881-1320	Gary Schultz
926	PA	Pottstown	562 East High Street	19464	(610) 323-6086	Christopher Rohrbach
211217	PA	Sewickley	2593 Wexford Bayne Road	15143	(724) 940-3963	Gary Schultz
1080	PA	Yardley	501 Floral Vale Boulevard	18940	(215) 607-6848	Purvi Patel
211206	SC	Aiken	10 Tea Olive Court	29803	(803) 648-7400	Carson Kight
1027	SC	Barnwell	733 Reynolds Road	29812	(803) 259-3497	Alberto Saenz
200407	SC	Camden	310 Hampton Park	29020	(803) 238-4975	William Owen IV
200601	SC	Cola	801 True Street	29209	(803) 776-2955	Jake Wehman
946	SC	Columbia	9020 Farrow Road	29203	(803) 419-5002	Andrew Gambrell
1031	SC	Columbia	529 Richland Street	29201	(803) 748-8797	Austin Meares
200203	SC	Columbia	122 North Brickyard Road	29223	(843) 860-5415	Mike Barno
200303	SC	Columbia	7212 Brookfield Road	29223	(803) 626-1265	Glenn Smith
201201	SC	Columbia	1700 Henderson Street	29201	(803) 779-2633	Mary Metropol
210501	SC	Columbia	5309 North Trenholm Road	29206	(803) 782-0965	Bryan Wingate
210606	SC	Columbia	2120 North Beltline Boulevard	29204	(803) 782-6966	Jarrett Newsome
211208	SC	Goose Creek	122 South Goose Creek Boulevard	29445	(843) 764-3081	Ryan Gilreath
1045	SC	Hodges	3404 Cokesbury Road	29653	(864) 227-6911	Joseph Fennell
210708	SC	Johns Island	3464 Maybank Highway	29455	(843) 559-3530	Rob Gamble
637	SC	Myrtle Beach	220 Middleburg Dr	29579	(843) 903-3111	Dustin Holladay
1053	SC	Orangeburg	895 Summers Avenue	29115	(803) 534-1020	Samuel Lambrecht
210707	SC	Summerville	89 Old Trolley Road	29485	(843) 873-1261	Randy Jones
211111	SC	Sumter	669 West Wesmark Boulevard	29150	(803) 905-3567	Grover Rabon
210804	SC	Williamston	312 Williams Street	29697	(864) 847-4545	Daniel Hall
201001	SC	Winnsboro	123 US Hwy 321 Bypass South	29180	(803) 815-1077	Neil Wrenn
50	TN	Brentwood	5111 Maryland Way, Ste. 306	37027	(615) 373-8001	James Burton
79	TN	Brentwood	5111 Maryland Way, Suite 308	37027	(615) 373-0030	Bill Akin
840	TN	Brentwood	105 Powell Court, Suite 101	37027	(615) 823-2922	Dennis Wells
211006	TN	Brentwood	1800 Mallory Lane, Suite A	37027	(615) 373-4488	Kellye Rice
211203	TN	Brentwood	205 Ward Circle	37027	(615) 373-4242	Douglas McMillan
211008	TN	Carthage	102 Ervin Drive	37030	(615) 735-0600	Christopher Bailey
1025	TN	Columbia	842 Hatcher Lane	38401	(931) 388-4315	Alex Goodman
654	TN	Covington	1003 S. College St.	38019	(901) 475-0805	Kevin Reed
68	TN	Dickson	320 East College Street	37055	(615) 740-7645	Ford Gatgens
210701	TN	Dickson	606 Henslee Drive	37055	(615) 446-8039	Ford Gatgens
200105	TN	Dyersburg	427 Troy Avenue	38024	(731) 855-1053	Mike Farrar
210102	TN	Eads	3159 Highway 64	38028	(901) 465-2382	Clint Buchanan
64	TN	Fayetteville	420 Rocky Knob Street	37334	(931) 433-5794	Maylon McAdams
1039	TN	Gallatin	1650 Nashville Pike, Suite 300	37066	(615) 265-0330	Philip Ezell
661	TN	Germantown	9064 Corporate Garden Dr	38138	(901) 751-3776	Mike Farrar
583	TN	Hendersonville	131 Maple Row Blvd, Ste D402	37075	(615) 824-9774	Amy Connor
636	TN	Hermitage	3515 Central Pike, Suite 204	37076	(615) 889-8202	F. Brandon Burger
971	TN	Hixson	8527 Hixson Pike	37343	(423) 842-1402	Elizabeth Stanford
985	TN	Hixson	4845 Hixson Pike, Suite C	37343	(423) 877-3848	Ken Randall
427	TN	Jackson	47 North Star Drive	38305	(731) 664-9556	Clint Buchanan
143	TN	Knoxville	1715 Downtown West Boulevard	37919	(865) 531-1715	Steven Brock
170	TN	Knoxville	2609 West Adair Drive	37918	(865) 688-1320	Jason Phillips

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617	TN	Knoxville	6230 Highland Place Way, Suite 202	37919	(865) 588-0578	Donald Henson
211210	TN	Lafayette	1001 Scottsville Road	37083	(615) 666-4865	Rhett Raum
191	TN	Madison	231 West Old Hickory Boulevard	37115	(615) 865-5750	Rajan Kshatri
618	TN	Manchester	1423 McArthur St	37355	(931) 728-0469	Leif Swanson
468	TN	Maryville	318 Southdowne Drive	37801	(865) 984-8920	Charles Lowry
227	TN	Memphis	266 South Cleveland Street	38104	(901) 728-6515	Scott Edwards
228	TN	Memphis	6250 Poplar Avenue	38119	(901) 681-0011	Scott Edwards
726	TN	Memphis	730 Crossover Lane	38117	(901) 683-4369	Micah Parkhurst
655	TN	Millington	8020 Highway 51 N	38053	(901) 872-3391	Kevin Reed
349	TN	Murfreesboro	1820 Memorial Boulevard	37129	(615) 890-0474	Erwin Ricafort
80	TN	Nashville	2000 21st Avenue South	37212	(615) 385-3334	Bill Akin
90	TN	Nashville	4515 Harding Pike	37205	(615) 292-4100	Phillip Shipp
126	TN	Nashville	5505 Edmondson Pike	37211	(615) 331-0402	H. Douglas Holliday, Jr.
198	TN	Nashville	5437 Edmondson Pike	37211	(615) 331-9033	Kristin Rushing
589	TN	Nashville	2831 Bransford Avenue	37204	(615) 292-5524	Mark Horne
709	TN	Nashville	2026 Clifton Avenue	37203	(615) 321-5600	Kim Smiley
206	TN	Newport	136 East Broadway	37821	(423) 623-6499	Matthew Kickliter
620	TN	Oneida	117 S. Thompson Ave	37841	(423) 569-6414	Danny Chacko
211211	TN	Portland	700 South Broadway	37148	(615) 325-4466	Rhett Raum
470	TN	Powell	7584 Barnett Way	37849	(865) 947-9030	Michael Solly
621	TN	Smyrna	811 Industrial Boulevard, Suite 630	37167	(615) 355-4848	Greg Downer
984	TN	Soddy Daisy	9759 Dayton Pike	37379	(423) 332-5275	Mandy Shearer
428	TN	Trenton	2066 US Hwy 45 Bypass South	38382	(731) 855-1053	Clint Buchanan
69	TN	White House	2823 Highway 31 W South, Suite 300	37188	(615) 672-3774	Philip Vickery
48	TX	Arlington	912 North Fielder Road	76012	(817) 275-4355	Stephanie Bangs
103	TX	Austin	11623 Angus Road	78759	(512) 346-5196	Marc Worob
399	TX	Austin	9521 US Highway 290 West	78737	(512) 888-9453	Eric Broberg
220	TX	Baytown	3800 North Main Street	77521	(281) 422-8248	Dean Hutto
199	TX	Bellaire	4914 Bissonnet Street	77401	(713) 668-7137	Kathy Frazar
218	TX	Bullard	16409 FM 344 West	75757	(903) 825-1112	Tad Morgan
1032	TX	Carrollton	3032 East Hebron Parkway	75010	(972) 306-2273	Jeffery Flower
1073	TX	Carrollton	1735 Keller Springs Road	75006	(972) 245-4886	Regan Sales
615	TX	Cleburne	302 N. Ridgeway Dr.	76033	(817) 641-6261	Mark Benage
302	TX	Colleyville	4013 Gateway Drive	76013	(817) 858-6333	Patricia Calabria
978	TX	Colleyville	5005 Heritage Avenue, Suite 100	76034	(682) 738-3029	Laurence Oliver
588	TX	Dallas	6190 LBJ Freeway, Suite 900	75240	(972) 934-1400	Brock Lynn
972	TX	Dallas	6805 Hillcrest Avenue, Suite 218	75205	(214) 750-4901	Andrew Randall
55	TX	DeSoto	331 South Hampton Road.	75115	(972) 223-8844	Praveen Varkey
607	TX	Duncanville	541 West Wheatland Rd.	75116	(972) 298-4677	Rupesh Singla
210806	TX	Flower Mound	4421 Long Prairie Road	75028	(972) 691-3636	Rajiv Patel
84	TX	Fort Worth	8409 West Cleburne Road	76123	(817) 292-5927	Juan Avila
148	TX	Fort Worth	5521 Bellaire Drive South, Suite 202	76109	(817) 294-5513	Kevin Altieri
923	TX	Fort Worth	5601 Bridge Street, Suite 480	76112	(817) 508-9771	William Osborne
604	TX	Friendswood	2 Oaktree St.	77546	(281) 482-2631	James Sierra
200418	TX	Friendswood	505 South Friendswood Drive	77546	(281) 485-7012	Lisa Richardson
49	TX	Frisco	4851 Legacy Drive	75034	(972) 335-9313	William Osborne
200402	TX	Godley	8905 North Highway 171	76044	(682) 282-0806	Erick Marquez
59	TX	Houston	15300 Westheimer Road	77082	(281) 531-5700	Alice Lam
159	TX	Houston	2525 North Loop West	77008	(713) 861-7216	Neela Patel

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Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
160	TX	Houston	2226 Bissonnet St.	77005	(713) 522-3600	Susan Latimer
178	TX	Houston	12850 Memorial Drive	77024	(713) 465-6665	Adrienne Hwang
629	TX	Houston	831 Frostwood Dr.	77024	(713) 467-3889	Preston West
819	TX	Houston	800 Bering Drive, Suite 340	77057	(713) 782-4174	Thomas Hedge
837	TX	Houston	3400 South Gessner Road, Suite 102	77063	(713) 783-5442	Todd Scheyer
856	TX	Houston	2450 Fondren Rd #320	77063	(832) 293-4912	Steve Koo
866	TX	Houston	10260 Westheimer Road, Suite 500	77042	(281) 223-1941	Anne Chee
943	TX	Houston	8313 Southwest Freeway	77074	(713) 523-1666	Ifetayo Griffith
1075	TX	Houston	800 Bering Drive	77057	(713) 785-7767	Marilyn Jones
230	TX	Hurst	1716 Chadwick Court	76054	(817) 282-4539	William Osborne
924	TX	Keller	1540 Keller Parkway, Suite 140	76248	(682) 593-0993	William Osborne
211215	TX	Laredo	7002 McPherson Road	78041	(956) 725-5035	Joseph Castellano
313	TX	League City	3033 Marina Bay Drive	77573	(281) 334-4944	J. Derek Tieken
1064	TX	Leonard	570 South US Highway 69	75452	(903) 650-8005	Theresa Heaton
417	TX	Lewisville	850 West Valley Ridge Boulevard	75077	(972) 436-1325	Christopher Capehart
845	TX	Mansfield	1560 Highway 287 North	76063	(682) 400-4777	Michele Williams
867	TX	Mansfield	1757 Broad Park Circle North, Suite 101	76063	(682) 207-4800	Toni Carr
236	TX	Missouri City	9119 Highway 6, Suite 260	77459	(281) 778-3200	LaKendra Sakeena
1076	TX	Murphy	410 FM 544	75094	(469) 278-7988	Oliver Villaruel
954	TX	Plano	5501 Independence Parkway, Suite 107	75023	(972) 964-5928	Regina Powe
192	TX	Richmond	26440 FM 1093	77406	(281) 394-7581	Rose Vuong
1063	TX	Rosharon	3244 Meridiana Parkway	77583	(281) 909-0202	Michael Cervantes
941	TX	Spring	913 Spring Cypress Road	77373	(281) 353-9797	Joshua Kuykendall
210801	TX	Spring	6334 FM 2920 Road	77379	(281) 830-6587	Teresa Scott
108	TX	Sugar Land	6350 Highway 90A, Suite 500	77498	(281) 565-8880	Marc Spector
248	TX	Tyler	921 Shiloh Road	75703	(903) 581-1777	Richard Coker
281	TX	Tyler	210 East 5th Street	75701	(903) 597-7721	Robert Burnett
345	TX	Tyler	2020 Lindbergh Street	75703	(903) 592-7111	Fredrick Platt
940	TX	Wylie	456 Country Club Road, #104	75098	(972) 442-9139	Jon Cantrell
514	UT	Millcreek	4465 South 900 East	84124	(801) 278-0704	Michael Watson
784	UT	Salt Lake City	4546 South Atherton Drive, Suite 201	84123	(801) 207-9241	Scott Cold
828	UT	Salt Lake City	1400 South Foothill Drive, Suite 36	84108	(801) 583-4500	Denny Cho
616	UT	Sandy	9844 S. 1300 E, Suite 340	84094	(801) 572-4261	Richard Hughes
331	VA	Hampton	2400 Cunningham Drive	23666	(757) 838-8411	Adam Foleck
693	VA	Hampton	3834 Kecoughtan Road	23669	(757) 530-5610	Adam Foleck
332	VA	Norfolk	201 College Place, Suite 111	23510	(757) 965-7696	Adam Foleck
200201	VA	Staunton	502 North Coalter Street	24401	(540) 887-3304	Dan Whiting
695	VA	Virginia Beach	1436 S. Independence Blvd., Ste 100	23462	(757) 965-7696	Adam Foleck
75	WA	Bellevue	10001 North East 8th Street	98004	(425) 454-1300	Daniel Varadi
132	WA	Bellevue	14030 NE 24th St., Suite 100	98007	(425) 641-3668	Gannon Stahl
147	WA	Bellevue	14037 Bel Red Rd.	98007	(425) 454-8261	Brian Fong
182	WA	Bellevue	13333 Bel-Red Road	98005	(425) 644-8445	Ryan Chiang
223	WA	Bellevue	12737 Bel Red Road	98005	(425) 451-9001	Cory Fletcher
512	WA	Camas	2005 SE 192nd Ave #201	98607	(360) 256-2400	Kristian Rapisarda
200503	WA	Covington	17265 Southeast Wax Road	98042	(206) 818-6386	Baptista Kwok
904	WA	Gig Harbor	5122 Olympia Drive Northwest, Suite B201	98335	(253) 851-8151	Michelle Green
42	WA	Liberty Lake	22011 East Country Vista Drive	99019	(509) 927-9279	Timothy Casey
763	WA	Lynnwood	3625 148th St. SW STE-B101	98087	(425) 773-4909	Frederick Worrell
891	WA	Lynnwood	2322 196th Street SW #201	98036	(206) 316-8286	David Buck

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Office ID	Office State	Office City	Office Address	Office Zipcode	Office Phone	Doctor No. 1
275	WA	McCleary	330 South Birch Street	98557	(360) 495-3666	Donald Arima
595	WA	Mercer Island	7419 Southeast 24th Street	98040	(206) 232-2623	Kristen Gibson
1011	WA	Mercer Island	2825 80th Avenue Southeast, Suite 3 & 4	98040	(206) 240-6360	Goichi Shiotsu
162	WA	Olympia	2006 Caton Way SW	98502	(360) 357-4505	William Bode
622	WA	Olympia	1010 Union Ave SE	98501	(360) 943-6111	James Hutchinson
135	WA	Puyallup	13613 Meridian Avenue East	98373	(253) 845-3000	Kunal Walia

Exhibit I

List of Franchises That Left the Network During 2021

Status Codes: NR = Nonrenewal OS = Office Sold OC = Office Closed
 OT = Office Transferred but remains a Franchisee with new Owner
 Term = Termination R = Rescission Opt-Out = 6, 12 or 18 Month Opt-Out

Doctor	City	State	Phone	Status
John Curtis & Rebecca Bryan	Benton	AR	(479) 271-9900	<i>Opt-Out</i>
Emily Gairhan	Jonesboro	AR	(870) 931-1100	<i>R</i>
John Upton	Glendale	AZ	(623) 878-6333	<i>NR</i>
Brian Harris & Scott Harris	Phoenix	AZ	(480) 577-9931	<i>Opt-Out</i>
John Upton	Sedona	AZ	(928) 202-4467	<i>NR</i>
Michael Potts	Carmarillo	CA	(805) 388-3319	<i>NR</i>
Mitval Amin & Kavita Amin	Corona	CA	(951) 736-0641	<i>OS</i>
Daniel Appel	Oroville	CA	(530) 533-7545	<i>NR</i>
Mitval Amin & Kavita Amin	Rancho Cucamonga	CA	(909) 980-2272	<i>OS</i>
Troy Schmedding	Walnut Creek	CA	(925) 932-2110	<i>NR</i>
Mark Uremovich	Arvada	CO	(303) 422-0094	<i>OS</i>
Jacquelyn Cox	Denver	CO	(303) 758-2066	<i>NR</i>
Brennan Bonati	Lakewood	CO	(303) 988-7800	<i>OS</i>
Eileen McGinty	Littleton	CO	(303) 988-4949	<i>NR</i>
Michael Mathias	Greenville	DE	(302) 575-0100	<i>Opt-Out</i>
Dolcie Chin	Miami	FL	(305) 235-3909	<i>NR</i>
David Goldschein	Tampa	FL	(813) 534-4339	<i>Term</i>
Jason Eaglin	Johns Creek	GA	(770) 418-1771	<i>OC</i>
Jamal Duval	Lithonia	GA	(770) 482-7400	<i>Term</i>
Ifeanyi Ezunu	Norcross	GA	(770) 263-8408	<i>Term</i>
Kamita Harden	Savannah	GA	(912) 353-9993	<i>Opt-Out</i>
David Murphy	Stockbridge	GA	(770) 474-0844	<i>Opt-Out</i>
Robert Finkel	Suwanee	GA	(770) 497-9111	<i>OS</i>
Greg Jeanearly	LeMars	IA	(712) 546-4556	<i>Opt-Out</i>
Benjamin Bowen	Moscow	ID	(208) 882-6570	<i>NR</i>
William Hamel	Clarendon Hills	IL	(630) 323-0380	<i>NR</i>
Carolyn Bronke-Wind	La Grange	IL	(708) 354-1335	<i>NR</i>
Steven Esposito	Westmont	IL	(630) 969-1901	<i>R</i>
Afaq Kheiri	Fishers	IN	(317) 841-1996	<i>Opt-Out</i>
Ric Crosder	Lenexa	KS	(913) 322-2222	<i>Opt-Out</i>
Emile Schenck	Mandeville	LA	(985) 626-4807	<i>OC</i>
Emile Schenck	Metairie	LA	(504) 455-6828	<i>OC</i>
Emile Schenck	New Orleans	LA	(504) 510-3133	<i>OC</i>
Raymond Martin	Mansfield	MA	(508) 337-8555	<i>NR</i>
Kevin Murphy	Baltimore	MD	(410) 372-0202	<i>OS</i>
Todd Ester & Brad Griffin	Ann Arbor	MI	(248) 395-9800	<i>OC</i>
Jeffery Martin	Pontiac	MI	(248) 332-4240	<i>Term</i>
Aaron Johnson & Emily Varsanik	Rochester Hills	MI	(248) 805-1620	<i>Opt-Out</i>
Robert Borowiec	South Lyon	MI	(248) 437-4119	<i>OS</i>

Doctor	City	State	Phone	Status
Jay Jorgenson	Park Rapids	MN	(218) 237-7200	<i>OS</i>
Kevin Holly	Shoreview	MN	(651) 482-7565	<i>Term</i>
Heather Clark	St. Joseph	MO	(816) 232-1444	<i>Opt-Out</i>
Andrew Kelly	Greensboro	NC	(336) 766-7966	<i>Term</i>
Bruce Kuhn	Omaha	NE	(402) 330-8460	<i>Opt-Out</i>
Brenda Berkal	Derry	NH	(603) 434-4090	<i>NR</i>
Peter Thompson	Portales	NM	(575) 268-0007	<i>OS</i>
Richard Weiser	Hinckley	OH	(330) 278-1061	<i>NR</i>
Kevin Robertson	North Royalton	OH	(440) 230-2323	<i>NR</i>
Thomas Schmidt	North Royalton	OH	(440) 582-3466	<i>NR</i>
Jay F. Kiefer	Trumbull	OH	(330) 872-5771	<i>OS</i>
Jordon Smith	Broken Arrow	OK	(918) 393-0070	<i>NR</i>
David Wong	Tulsa	OK	(918) 749-1850	<i>OS</i>
Kimberly Wright	West Linn	OR	(503) 655-9300	<i>NR</i>
Gordon Bell	Hallam	PA	(717) 757-4878	<i>NR</i>
Leonard Tau	Philadelphia	PA	(215) 969-4400	<i>NR</i>
Allison Lockhart	Columbia	SC	(803) 782-9030	<i>Opt-Out</i>
Rich Constantine	Greenville	SC	(864) 607-8848	<i>Opt-Out</i>
Brian Pearson	Jackson	TN	(731) 644-5533	<i>NR</i>
James Erpenbach	Knoxville	TN	(865) 584-8630	<i>NR</i>
Ruth Bailey	Knoxville	TN	(865) 588-1294	<i>NR</i>
William Proffitt	Maryville	TN	(865) 982-2421	<i>NR</i>
Rebecca Aduddell	Canton	TX	(903) 567-2207	<i>OS</i>
Sandhya Krishan & Robert Limosne	Carrollton	TX	(972) 395-0150	<i>NR</i>
Anthony Gonzalez	Corpus Christi	TX	(361) 387-1507	<i>NR</i>
Wilma Luquis-Aponte	El Paso	TX	(915) 545-1500	<i>Term</i>
Sasha Mahabir	Friendswood	TX	(281) 482-7731	<i>Opt-Out</i>
Sharel Sly	Houston	TX	(713) 522-1717	<i>Opt-Out</i>
Steven Alexander	Houston	TX	(713) 467-7480	<i>Opt-Out</i>
Leslie Nason	Keller	TX	(817) 503-0305	<i>Term</i>
Scott Mosby	Kingwood	TX	(713) 805-0801	<i>NR</i>
Ernesto Prida	McKinney	TX	(215) 413-1500	<i>Term</i>
Steve Coulon	Midland	TX	(432) 682-0188	<i>NR</i>
Steve Coulon	Midland	TX	(432) 683-5313	<i>NR</i>
Jeremy Denman	Odessa	TX	(432) 563-5633	<i>NR</i>
Letitia Plummer	Pearland	TX	(713) 436-2522	<i>Term</i>
Nancy Duque	San Antonio	TX	(210) 494-3589	<i>NR</i>
Chris Mueller	Port Orchard	WA	(360) 895-1401	<i>Opt-Out</i>
Jeffrey Regelin	Spokane	WA	(509) 838-4137	<i>NR</i>
Mark Jensen	Spokane	WA	(509) 928-5444	<i>OS</i>
Chet Hymas	Spokane Valley	WA	(509) 922-1360	<i>NR</i>
Gregory Harvey	Waupaca	WI	(715) 258-3838	<i>NR</i>

EXHIBIT J

ADDITIONAL STATE-REQUIRED DISCLOSURES

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

INFORMATION REQUIRED BY THE STATE OF CALIFORNIA

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

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

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

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

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

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

7. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

8. YOU MUST SIGN A GENERAL RELEASE OF CLAIMS IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

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

10. OUR WEBSITE, WWW.SMILESOURCE.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 ITS WEBSITE ADDRESS WWW.DFPI.CA.GOV.

INFORMATION REQUIRED BY THE STATE OF HAWAII

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

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

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

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

INFORMATION REQUIRED BY THE STATE OF ILLINOIS

Cover Page. Additional Disclosure.

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

Item 17. Additional Disclosures.

Illinois law governs the franchise agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

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

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

INFORMATION REQUIRED BY THE STATE OF MARYLAND

Item 17. Additional Disclosures.

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

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

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

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

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

INFORMATION REQUIRED BY THE STATE OF MICHIGAN

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

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

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

require a renewal provision.

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

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

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

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

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants to a Franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the Franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

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

INFORMATION REQUIRED BY THE STATE OF MINNESOTA

Item 13. Additional Disclosure.

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

Item 17. Additional Disclosures.

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

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

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

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

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

INFORMATION REQUIRED BY THE STATE OF NEW YORK

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

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

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

Item 3. Additional Disclosures. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of

a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 4. Additional Disclosure. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

Item 5. Additional Disclosure. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

Item 17. Additional Disclosures.

A. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

B. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

C. The following is added to the end of the “Summary” section of Item 17(j), titled

“Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

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

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

INFORMATION REQUIRED BY THE STATE OF NORTH DAKOTA

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

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

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

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

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

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

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

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

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

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

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

INFORMATION REQUIRED BY THE STATE OF RHODE ISLAND

Item 17. Additional Disclosure.

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

INFORMATION REQUIRED BY THE STATE OF VIRGINIA

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

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

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

INFORMATION REQUIRED BY THE STATE OF WASHINGTON

Item 17. Additional Disclosures.

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

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

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

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

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

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

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

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
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

RECEIPT FOR SMILE SOURCE® DISCLOSURE DOCUMENT

(Your copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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

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

The franchisor is Smile Source, L.P., located at 4025 Feather Lakes Way #5858, Kingwood, Texas 77339. Its telephone number is (281) 359-2344 or (888) 890-9990.

Issuance date: March 1, 2022

The franchise seller for this offering is: _____

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

I received a disclosure document dated March 1, 2022 that included the following Exhibits:

- | | | | |
|-----|---|---|--|
| A | State Franchise Law Administrators | F | Guaranty of Franchise Agreement |
| B | Agents for Service of Process | G | Nondisclosure Agreement to Protect Release of Confidential Information |
| C | Audited Financials as of December 31, 2021, 2020 and 2019 | H | Franchisees as of December 31, 2021 |
| D | Guaranty of Performance | I | Franchisees That Left the Network During 2021 |
| E-1 | Franchise Agreement | J | Additional State-Required Information |
| E-2 | Addendum to Franchise Agreement | | |

Date: _____
(Do not leave blank)

Signed: _____

Printed Name: _____

Address: _____

City/ State/Zip Code: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

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

RECEIPT FOR SMILE SOURCE® DISCLOSURE DOCUMENT

(Our copy)

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Date: _____
(Do not leave blank)

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

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