

Form C - Uniform Franchise Consent to Service of Process

AUG 1 2 2013

UNIFORM FRANCHISE CONSENT TO SERVICE OF PROCESS

STRETCH U FRANCHISING, LLC a Limited Liability Company organized under the laws of Oklahoma (the "Franchisor"), irrevocably appoints the officers of the States designated below and their successors in those offices, its attorney in those States for service of notice, process or pleading in an action or proceeding against it arising out of or in connection with the sale of franchises, or a violation of the franchise laws of that State, and consents that an action or proceeding against it may be commenced in a court of competent jurisdiction and proper venue within that State by service of process upon this officer with the same effect as if the undersigned was organized or created under the laws of that State and had lawfully been served with process in that State We have checked below each state in which this application is or will be shortly on file, and provided a duplicate original bearing an original signature to each state

- California Commissioner of the Department North Dakota Securities Commissioner X of Business Oversight Х Hawaii Commissioner of Securities X Rhode Island Director, Department of **Business Regulation** X Illinois Attorney General South Dakota Director of the _X_ Division of Securities X Indiana Secretary of State X Virginia Clerk, Virginia State X Maryland Securities Commissioner Corporation Commission X Minnesota Commissioner of X Washington Director of Financial Commerce Institutions <u>X</u> New York Secretary of State
 - Х Wisconsin Administrator, Division of Securities, Department of **Financial Institutions**

Please mail or send a copy of any notice, process or pleading served under this consent to

LAW OFFICE OF JEROME M. KAPLAN, CHTD. 10308 METCALF AVE. #132 **OVERLAND PARK, KANSAS 66212**

Dated 7/23/13 2013

Franchisor STRETCH U FRANCHISING, LLC

eyg By:

Name Rod Mever Tıtle Manager

10.00 OFFICIAL SEAL JUSTIN PALMER NOTARY PUBLIC - OKI AHON

My Comm Expires Feb 1, 2014

STATE OF OKLAHOMA)	
COUNTY OF OKLAHOMA) ss)	
Subscribed and sworn to before	me this 230 day of 514	, 2013
		CHA

Notary Public



accuracy of any information. Use of the information n found on this website (FranchisePanda com)

My Commission expires

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FRANCHISE DISCLOSURE DOCUMENT



4

Stretch U Franchising, LLC 6403 NW Grand Blvd. Oklahoma City, OK 73118 Telephone: (855) 787-3851 Fax: (405) 286-4731 <u>meyerrod@yahoo.com</u> <u>www.stretchu.com</u>

We grant single-unit Stretch U franchises that will license directly from us the right to operate a business under the name "Stretch U" Stretch U franchises specialize in providing non-medical cutting edge techniques in stretching that assist individuals in healing, sports performance, prevention of chronic disease and injury, and relaxation, and other related products and services ("Stretch U Franchise operation(s)" or "Franchise operation(s)") We also offer a modified facility ("Modified Unit") which can be co-branded with barber and beauty salons, spas and other personal grooming businesses. The modified Stretch U unit, shall be operated in conjunction with an existing business operation as previously described heretofore. We also grant Stretch U regional developer franchises ("Regional Developer Franchise(s)") that recruit prospective Franchise operations in designated development areas, provide certain sales and support services to Franchise operations located in the development areas, and must establish and operate at least one Franchise operation as a Pilot Franchise in their development areas

The total investment necessary to begin operation of a Franchise operation business ranges from \$50,150 to \$150,500 This includes \$29,000 for the first Franchise operation (\$10,000 for each additional Franchise operation) that must be paid to the franchisor or its affiliates

The total investment necessary to begin operations of a modified unit ranges from \$21,350 to \$51,000. This includes \$15,000 for the first Modified Unit Franchise and \$7,000 for each additional Modified Unit Franchise that must be paid to the franchisor or its affiliates

The total investment necessary to begin operation of a Regional Developer Franchise ranges from \$120,150to \$455,137 This includes between \$92,000 and \$289,637 that must be paid to the franchisor or its affiliates The initial franchise fee of \$29,000 for a Franchise operation is included in the initial development fee paid by the Regional Developer to operate its Pilot Franchise

This franchise disclosure document ("Disclosure Document" or "FDD") 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 fourteen (14) calendar days before you sign a binding agreement with, or make any payment to, us or an affiliate in connection with the proposed franchise sale Note, however that no government agency has verified the information contained in this document

You may wish to receive your Disclosure Document in another format that is more convenient for you To discuss the availability of disclosures in different formats, contact Rod Meyer, Stretch U Franchising, LLC, 6403 NW Grand Blvd, Oklahoma City, OK 73118, (855) 787-3851

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



Item 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this disclosure document

Item 5

INITIAL FEES

Stretch U Franchise operations

You must pay to us an initial franchise fee upon signing your Franchise Agreement. The initial franchise fee for a Franchise operation is \$29,000 for the first Franchise operation and \$10,000 for each additional Franchise operation you purchase You must pay your initial franchise fee for all franchises being purchased in a lump sum upon signing the Franchise Agreement (if you purchase multiple franchises, you will sign the Franchise Agreements for all of the franchises at the same time) The initial franchise fee is fully earned by us when paid, and is not refundable in whole or in part under any circumstances. You may sign a promissory note to agree to finance the initial franchise fee is uniform to all Franchise Owners. However, we reserve the right to offer Franchise operations at a reduced franchise fee to large groups that become associated with Stretch U as part of an existing non-Stretch U franchise or dealership system.

We agreed to defer collection of the initial franchise fee as described herein until we have completed all of our pre-opening obligations to you and you are ready to open for business. The franchise fee, shall be paid within twenty-four (24) hours of the opening of your business.

If you fail to locate a suitable site location within 120 days of the date that you sign the Franchise Agreement, we have the right to terminate this agreement and retain one-half of the franchise fee.

Stretch U Modified Franchise operations

If you purchase a modified unit, you must pay to us an initial franchise fee upon signing your Franchise Agreement. The initial franchise fee for a modified Franchise operation is \$15,000 for the first modified Franchise operation and \$7,000 for each additional modified Franchise operation you purchase You must pay your initial franchise fee for all franchises being purchased in a lump sum upon signing the Franchise Agreement (if you purchase multiple modified Franchise operations, you will sign the Franchise Agreements for all of the modified Franchise operations at the same time). The initial franchise fee is fully earned by us when paid, and is not refundable in whole or in part under any circumstances. You may sign a promissory note to agree to finance the initial franchise fee pursuant to the terms set forth in Item 10 of this Disclosure Document The Initial Franchise Fee is uniform to all Franchise Owners However, we reserve the right to offer Franchise operations at a reduced franchise fee to large groups that become associated with Stretch U as part of an existing non-Stretch U franchise or dealership system.

Regional Developer Franchises

If you are a Regional Developer, you must pay to us a development fee ranging from \$192,000 to \$289,637 at the time of signing your Regional Developer Agreement. The amount of your fee will depend upon the population and income demographics of your Development Area, and the number of

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