

**Date: October 8, 2020**

**VIA EMAIL**

Geoffrey Spray  
Minnesota Department of Commerce Securities Division  
85 E. 7th Place, Suite 500  
St. Paul, MN 55101-2198

**Re: Bella Sole Rejuvenation Spa, LLC – MNvest Offering**

**Our File No. 25168**

Dear Mr. Spray,

On behalf of Bella Sole Rejuvenation Spa, LLC, a Minnesota limited liability company (the “Company”), we are filing herewith a notice of the Company’s intent to sell 500,000 in Gross Profit Sharing Units (the “Securities”) pursuant to exemption from registration requirements provided under §80A.461 of the Minnesota Statutes (MNvest Registration Exemption). In connection with the requirements under Minnesota Statutes and related regulations, enclosed are the following documents related to the Company’s Confidential Investor Package:

- a. Investor Overview;
- b. Summary of Terms;
- c. Risk Factors;
- d. Articles of Organization and Gross Profit Sharing Agreement;
- e. Subscription Agreement;
- f. Compilation of Financial Statements;
- g. Escrow Agreement;
- h. Portal Operator Agreement;
- i. Advertisement;
- j. Cyber Security Policy; and
- k. Completed MNvest Issuer Notice Form.

Sincerely,

A handwritten signature in black ink, appearing to read 'Zachary Robins', with a long horizontal flourish extending to the right.

Zachary Robins  
Attorney

ZJR:rlt

**INVESTOR PACKAGE**

**Bella Sole Rejuvenation Spa, LLC**

Minimum Offering: \$50,000

Maximum Offering: \$500,000

Gross Profit Sharing Units

Purchase Price: \$1.00 per Unit

**DO NOT REPRODUCE**

THIS INFORMATION IS CONFIDENTIAL  
DO NOT DISTRIBUTE UNDER ANY CIRCUMSTANCES  
WITHOUT THE PRIOR WRITTEN APPROVAL OF THE COMPANY

The Date of this Investor Package is September 8, 2020  
The Date of Expiration of the Offering is September 8, 2021

**Bella Sole Rejuvenation Spa, LLC**  
**UP TO \$500,000 of Gross Profit Sharing Units**

Bella Sole Rejuvenation Spa, LLC, a Minnesota limited liability company, is offering a minimum of 50,000 of its Gross Profit Sharing Units for an aggregate total of \$50,000 and maximum of 500,000 of its Gross Profit Sharing Units for an aggregate total of \$500,000, at an offering price of \$1.00 per Unit, pursuant to this Investor Package. The minimum required investment is \$500, unless waived by the Company, in its sole discretion.

All funds received from investors will be held in an escrow account at Sunrise Banks in until such time as the Company has received subscriptions for 50,000 Gross Profit Sharing Units (an aggregate amount of \$50,000) or until the earlier expiration or termination of the Offering, as provided herein. Once we have reached this minimum threshold, we may begin using proceeds received from those investors.

The offering price of the Gross Profit Sharing Units has been arbitrarily determined by the Company. Before this Offering, there was no market for our securities, and such a market may not develop in the future. The Gross Profit Sharing Units will be “restricted securities” under the Securities Act, must be held for investment purposes only and are subject to substantial limitations on resale or other transfer. You must purchase the Gross Profit Sharing Units for your own account and must assume the economic risk of investment for an indefinite period of time.

YOU ARE URGED TO SEEK INDEPENDENT ADVICE FROM YOUR LEGAL AND FINANCIAL ADVISORS RELATING TO THE SUITABILITY OF AN INVESTMENT IN OUR COMPANY AND OUR SECURITIES, IN LIGHT OF YOUR OVERALL FINANCIAL NEEDS AND WITH RESPECT TO THE LEGAL AND TAX IMPLICATIONS OF SUCH AN INVESTMENT.

THIS DISCUSSION IS NOT INTENDED AS A SUBSTITUTE FOR CAREFUL TAX PLANNING AND INDIVIDUAL TAX ADVICE, PARTICULARLY BECAUSE THE INCOME TAX CONSEQUENCES OF AN INVESTMENT IN A CORPORATION OR LIMITED LIABILITY COMPANY SUCH AS OUR COMPANY ARE UNCERTAIN AND COMPLEX AND MANY CONSEQUENCES WILL NOT BE THE SAME FOR ALL TAXPAYERS. ACCORDINGLY, YOU SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF YOUR OWN TAX ADVISOR, TAX COUNSEL OR ACCOUNTANT WITH RESPECT TO YOUR PROSPECTIVE INVESTMENT IN THE COMPANY. NOTHING IN THIS OFFERING DOCUMENT OR THE ACCOMPANYING DOCUMENTS IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE.

**INVESTOR SHALL FOLLOW ALL INSTRUCTIONS AT SPPX.IO.**

On behalf of Bella Sole Rejuvenation Spa, LLC, a Minnesota limited liability company (“Bella Sole Rejuvenation Spa, LLC,” “we” or the “Company”), we are pleased that you have expressed an interest in purchasing Gross Profit Sharing Units (the “Gross Profit Sharing Units”) in the Company. In order to streamline the subscription process, the Company has created a “Funding Portal” located at [sppx.io](http://sppx.io) to coordinate the Company’s acceptance of investor subscriptions and issuance of the Gross Profit Sharing Units to purchasers. In order to proceed with your purchase of the Gross Profit Sharing Units, please visit and refer to the instructions found on the Funding Portal.

## IMPORTANT NOTICES TO PROSPECTIVE INVESTORS

We have prepared this Investor Package for distribution to prospective investors for their use and information in evaluating an investment in the Gross Profit Sharing Units. You are urged and invited to ask questions of and obtain additional information from us concerning the terms and conditions of this offering (the "Offering"), the Company, our business, and any other relevant matters (including, but not limited to, additional information to verify the accuracy of the information set forth herein). Such information will be provided to the extent that the CEO possesses such information or can acquire it without unreasonable effort or expense. You will be asked to acknowledge in the Subscription Agreement attached hereto as Exhibit E that you were given the opportunity to obtain such additional information and that you either did so or elected to waive such opportunity.

Prospective investors having questions or desiring additional information should contact Jessica Peterson, at bellasolespa@gmail.com or 952-686-4885.

You should not construe the contents of this Investor Package as legal, tax, or investment advice, and you should consult your own attorney, accountant, and business advisor as to legal, tax, and related matters concerning an investment in the Gross Profit Sharing Units.

**THIS INVESTOR PACKAGE DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE GROSS PROFIT SHARING UNITS. THIS INVESTOR PACKAGE DOES NOT CONSTITUTE AN OFFER TO ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. ALL INFORMATION CONTAINED HEREIN IS AS OF THE DATE OF THIS INVESTOR PACKAGE, AND NEITHER THE DELIVERY OF THIS INVESTOR PACKAGE NOR ANY SALES MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, IMPLY THAT THERE HAS BEEN NO CHANGE IN OUR AFFAIRS SINCE SUCH DATE.**

**THE GROSS PROFIT SHARING UNITS ARE HIGHLY SPECULATIVE, ILLIQUID, INVOLVE A HIGH DEGREE OF RISK AND SHOULD BE PURCHASED ONLY IF YOU CAN AFFORD TO LOSE YOUR ENTIRE INVESTMENT. SEE THE "RISK FACTORS" ATTACHED HERETO AS EXHIBIT C.**

**IN MAKING AN INVESTMENT DECISION, PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR DIVISION OR OTHER REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED BY SUBSECTION (e) OF SEC RULE 147A (CODE OF FEDERAL REGULATIONS, TITLE 17, PART 230.147A (e)) AS PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.**

**SALES WILL BE MADE ONLY TO RESIDENTS OF MINNESOTA. OFFERS AND SALES OF THESE SECURITIES ARE MADE UNDER AN EXEMPTION FROM FEDERAL REGISTRATION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. FOR A PERIOD OF SIX MONTHS FROM THE DATE OF THE SALE BY THE ISSUER OF THE SECURITIES, ANY RESALE OF THE SECURITIES (OR THE UNDERLYING SECURITIES IN THE CASE OF CONVERTIBLE SECURITIES) SHALL BE MADE ONLY TO PERSONS RESIDENT WITHIN Minnesota. ANY RESALE OF THESE SECURITIES MUST BE REGISTERED OR EXEMPT PURSUANT TO THIS CHAPTER.**

Should the Company issue a certificate or other document evidencing the security, the following legend must be displayed conspicuously:

**OFFERS AND SALES OF THESE SECURITIES WERE MADE UNDER AN EXEMPTION FROM FEDERAL REGISTRATION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. FOR A PERIOD OF SIX MONTHS FROM THE DATE OF THE SALE BY THE ISSUER OF THESE SECURITIES, ANY RESALE OF THESE SECURITIES (OR THE UNDERLYING SECURITIES IN THE CASE OF CONVERTIBLE SECURITIES) SHALL BE MADE ONLY TO PERSONS RESIDENT WITHIN MINNESOTA. ANY RESALE OF THESE SECURITIES MUST BE REGISTERED OR EXEMPT PURSUANT TO THIS CHAPTER.**

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**A PURCHASER IS PERMITTED TO CANCEL THE PURCHASER'S COMMITMENT TO INVEST AT ANY TIME BEFORE FORTY-EIGHT HOURS BEFORE EXPIRATION OF THE OFFERING DEADLINE IF NOTICE OF CANCELLATION IS DELIVERED ELECTRONICALLY OR PHYSICALLY IN WRITING TO THE COMPANY. IF A PURCHASER IS GIVEN NOTICE OF AN EARLY CLOSING, THE PURCHASER MAY CANCEL THE COMMITMENT WITHIN SEVENTY-TWO HOURS OF DELIVERY OF THE NOTICE.**

**IF WE CLOSE THE OFFERING BEFORE THE OFFERING DEADLINE, WE MUST DELIVER A NOTICE OF THE CLOSING TO EACH PURCHASER AND POTENTIAL PURCHASERS BY POSTING THE NOTICE CONSPICUOUSLY ON OUR WEBSITE, AT LEAST FIVE DAYS BEFORE THE EARLY CLOSING. IF YOU WISH TO CANCEL YOUR SUBSCRIPTION PURSUANT TO EARLY CLOSING, YOU MUST DO SO WITHIN 72 HOURS OF DELIVERY OF NOTICE.**

**IF WE FAIL TO RAISE THE MINIMUM OFFERING AMOUNT BEFORE THE OFFERING DEADLINE, THIS OFFERING WILL BE VOID AND THE ESCROW AGENT MUST RETURN ALL FUNDS HELD IN ESCROW TO THE PURCHASERS.**

## INDEX OF EXHIBITS

- Exhibit A of this package includes a copy of the Company's Investor Overview, which includes projected financial statements (the "**Investor Overview**").
- Exhibit B of this package contains a summary of the terms of this Offering (the "**Summary of Terms**").
- Exhibit C of this package describes key risk factors that may be relevant to an investment in the GPSUs (the "**Risk Factors**"). Please read them carefully.
- Exhibit D of this package includes a copy of the Company's Articles of Organization ("**Articles of Organization**") and Gross Profit Sharing Agreement ("**Gross Profit Sharing Agreement**").
- Exhibit E of this package contains the subscription agreement to be completed by investors in order to purchase GPSUs (the "**Subscription Agreement**").
- Exhibit F of this package contains certain financial statements of the Company (the "**Financial Statements**").
- Exhibit G of this package contains the escrow agreement with Sunrise Banks (the "**Escrow Agreement**").
- Exhibit H of this package contains the agreement with Silicon Prairie Portal & Exchange, LLC to provide MNvest portal services to the Company for this Offering (the "**Portal Operator Agreement**").
- Exhibit I of this package contains an example Company advertisement (the "**Advertisement**").
- Exhibit J of this package contains the Notice Filing Form (the "**Notice Filing Form**").
- Exhibit K of this package contains the Cyberpolicy (the "**Cyberpolicy**").

**EXHIBIT A**  
**Investor Overview**  
(See attached)



*Bella Sole Rejuvenation Spa*



**Relax & Revive, Inside & Out**



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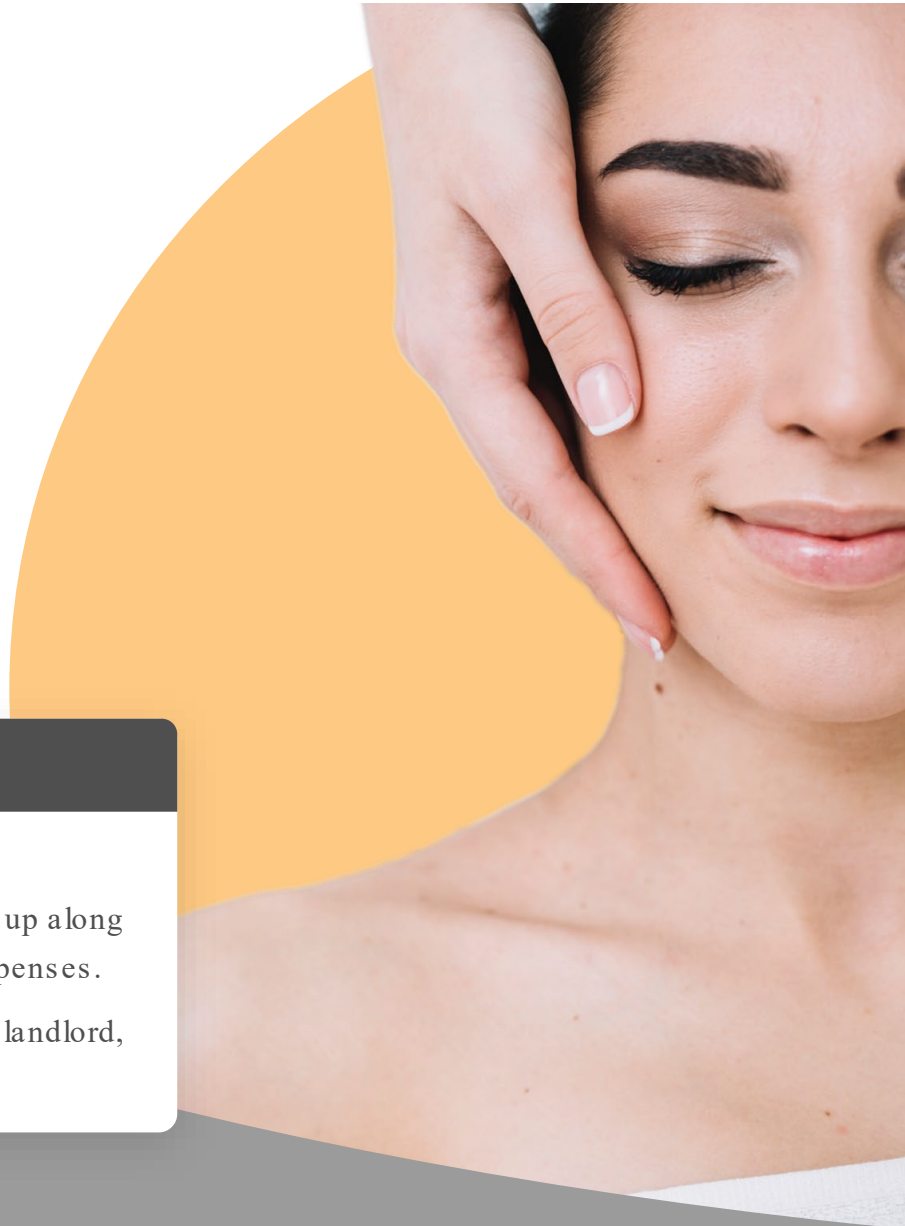
# Bella Sole Rejuvenation: Fast Facts

RELAX & REVIVE, INSIDE & OUT

Bella Sole is a self-use wellness spa dedicated to offering hypoallergenic spa therapies at an affordable price and short session time for those who need relaxing and reviving inside and out.

## KEY HIGHLIGHTS

- has all of the structure ready
- location and floor plan and lease are set up along with General Contractor and buildout expenses.
- everything is ready to go (legal, location, landlord, marketing, etc.) except funding



**KEY  
INDUSTRY**

Health and  
Wellness Industry

**MARKET  
SIZE**

18.3 Billion  
increasing by 800  
Million last year

**TARGET  
CUSTOMER**

Men & Women age  
18-70 who need  
some assistance in  
triggering their own  
bodies healing and  
regeneration process.





## Waiting on a Solution

RELAX & REVIVE, INSIDE & OUT

Currently, skin disorders and joint therapies require the use of oral and/or topical treatment aids which can be either medicinal or non-medicinal. The medicinal (mostly steroidal) types are known to be damaging to the internal organs with prolonged use.

Both are expensive and require a rigid application or ingestion routine and medicinal groups always require a costly clinic visit and prescription. Your self care has always been in the hands of others.

**Not anymore.**

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# Book It

RELAX & REVIVE, INSIDE & OUT

At Bella Sole we offer medication and topical free therapies. These therapies target change at a cellular level strengthening the body's natural immune system to promote healing from within.

We have state-of-the-art self-use touch screen equipment offering privacy for those customers who prefer a hands-off approach to their therapies.

By eliminating the need for oral and topical treatments along with costly medical professionals, we are able to offer these incredible services at very cost-effective pricing.

We also offer aromatherapy and skin care options to continue promoting healing at-home.



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# What Can You Expect?

RELAX & REVIVE, INSIDE & OUT

Redlight Therapy works at a cellular level to stimulate red cell production and also increases the heart rate. By doing this, the blood can retain more oxygen and distribute that oxygen more quickly throughout the body which in turn helps the body to heal itself from the inside out.



**Infrared Saunas** create sweating which increases blood flow and removes toxins and impurities. The "mini fever" effect from the raised temp helps to produce more white blood cells creating a stronger immune system. Use of these services relieves joint, arthritic and muscle pain.

**All-liquid facial systems** clear pores of daily build up of oils and daily debris using a suction based hypoallergenic serum solution that gently cleanses the tissue. It has immediate results that you can see and can be done in as little as 30 min. **There is no painful physical extractions or tissue manipulations.**



**Hydromassage Therapy** is a trackless water massage bed that uses movable jets of water stream under a soft "waterbed like" topper. The use of a touch screen allows the customer to control their own massage session or use one of the 15 preset sessions.

There is a redlight therapy hood that is optional for use during the massage session.



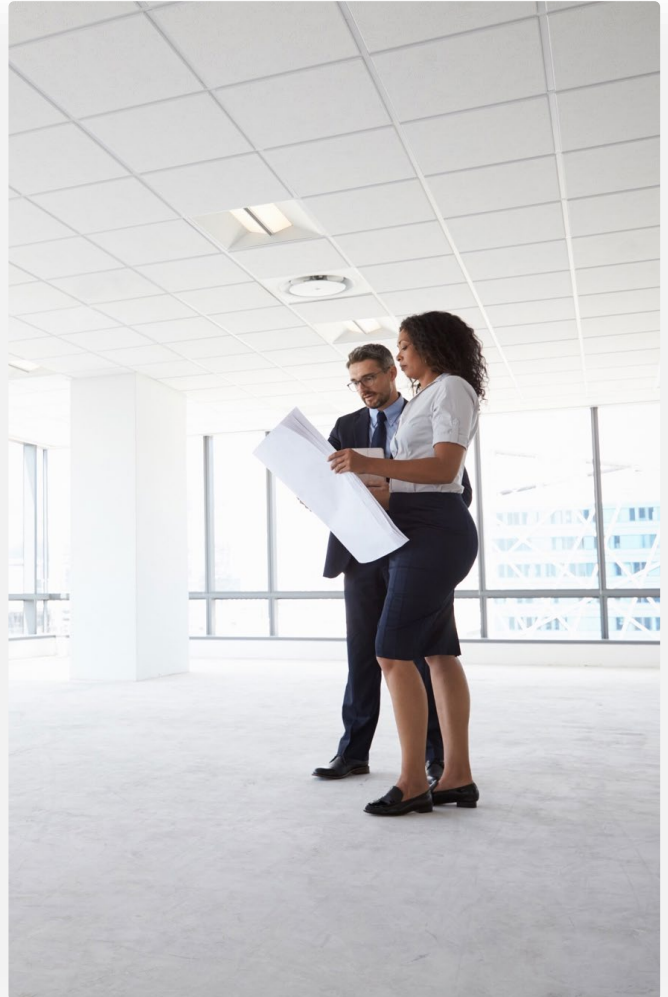
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# We're Almost There

RELAX & REVIVE, INSIDE & OUT

While our product is still in the early stages of development, we have had NOTHING but positive feedback from our word-of-mouth and social media presence.

We have all of the structure ready, our location, floor plan and lease are set up along with General Contractor and buildout expenses. Everything is ready to go (legal, location, landlord, marketing, ect). The only thing holding us back is the ability to access adequate funding.



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# Meet The Team

RELAX & REVIVE, INSIDE & OUT



**Jessica Peterson** - Owner/Manager

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Bringing twelve years experience as a manager she heads the day team which includes accounts r/p, employee onboarding, training, etc. She has over fourteen years experience in the medtech field. Her past experiences include designing and implementing a nationwide logistics and training program for surgeons and their staff with use on a robotic assisted med device.



**Denise Kukovec** – Asst Manager

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Over 20 years experience owning/operating her own successful small business. She will head the evening team along with payroll and HR duties.

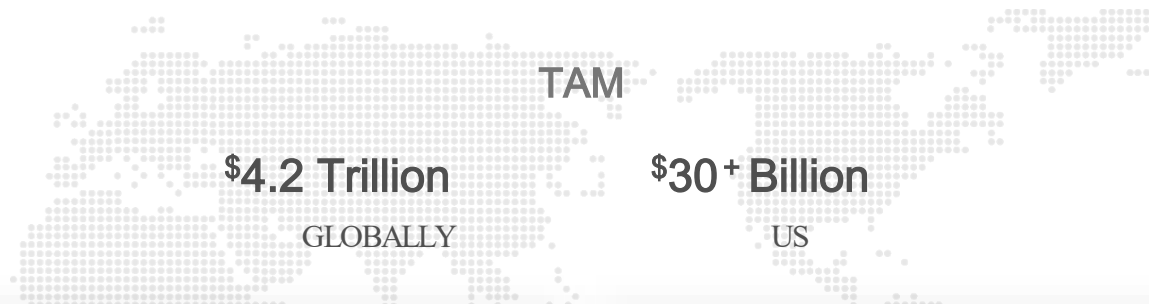


# Market Opportunity

RELAX & REVIVE, INSIDE & OUT

The current health and beauty market for our targeted customer ages 18 to 70+ is over 18.3 Billion opportunities.

We have already started spreading the word via social media and word of mouth efforts. Our future marketing plans include a general mailer sent out to promote our grand opening along with promotions and local market saturation.



## SERVICEABLE

**285,059**

potential customers potential value of \$15,068,218.74 (calculated with nominal price point for 1 service per customer.)

## TARGET

**2,880**

potential customers potential value of \$152,236.80 (calculated with nominal price point for 1 service per customer.)

# Business Model & Revenue Streams

RELAX & REVIVE, INSIDE & OUT

Our equipment and products will be supplied by ProSun. I have set my prices at the midpoint of my competitors. I feel this gives my customers a better price point without my revenue to expenses ratio suffering.

## SERVICE PRICING

**\$20**

RLT

**\$30**

sauna

**\$25**

Hydromassage

**\$30**

Hydro with RLT

**\$149**

Facials #1

**\$170**

Facials #2

**\$193**

Facials #3

Facials are 30-60 min

**\$35**

Cocoons

Each session is 15-30 min  
depending on the unit.



There will be availability of session packages and unlimited monthly programs. We will offer a full line of skin care by Ceuticals. Pricing varies on product.

Year 1  
projection of revenue  
**\$591,595**

Year 2  
projection of revenue  
**\$941,380**

Year 3  
projection of revenue  
**\$941,890**



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# Competitive

RELAX & REVIVE, INSIDE & OUT

# Overview



## TOTALLY TAN

### Benefits:

They offer a vast current clientele with name-to-market saturation

### Weakness:

They only offer Redlight therapy as a follow up or an add on to tanning sessions. And most only associate their company with tanning due to the name.



## LUKA SPA

### Benefits:

Located within a hotel, mentioned on Trip Advisor

### Weakness:

They offer traditional hands-on massage and painful mainstream skin therapies with long wait times and expensive costs.



## WAYZATA COSMETIC SURGERY & SPA

### Benefits:

Wider potential customer base, licensed M.D.

### Weakness:

Offers medical procedures with high medical costs. All hands-on procedures all with downtime and pain associated. No use of wellness driven therapies.

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# Unique Advantages

RELAX & REVIVE, INSIDE & OUT

Our services are all self-use machines with the exception of the facial. The use of touch screens and semi-automated programs give the customer control over their therapy without the difficulty or embarrassment of trying to convey direction to another person.

These systems are setup to induce relaxation and customers may even take a nap during their session. We offer a more secluded and private therapy session by removing the other human from the equation.



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# Growth Roadmap/ Development

RELAX & REVIVE, INSIDE & OUT

I have been researching the "blue light" therapy and multi-spectral therapies to add in the near future(2 years). I am also keeping my eye on new and expanding wellness options.

With the additional \$450,000 We will be able to complete the build-out of our location, purchase equipment, product, office items, marketing materials, insurance, payroll,etc.

50%

build-out

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10%

equipment purchase

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10%

interior finish and office supplies

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20%

Key hires, payroll, insurance

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10%

marketing

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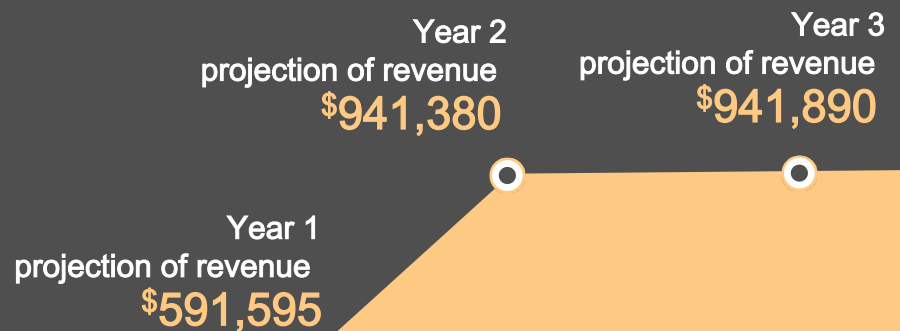
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# Investment Opportunity

RELAX & REVIVE, INSIDE & OUT

The wellness and health industry is a booming 18.3 billion people and growing. The cumulative population has taken a strong stance asking for a more wellness forward approach to our self care. Creating this customizable and affordable program, Bella Sole Rejuvenation Spa LLC is providing the whole industry, not just the affluent, access to comfortable and affordable self care.

Our annual projects show a continuous opportunity for maximum growth year over year:



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# Why Invest?

RELAX & REVIVE, INSIDE & OUT

The planning and construction is moments away from completion. With the additional \$450,000 We will be able to complete the build-out of our location, purchase equipment, product, office items, marketing materials, insurance, payroll, etc.

## WHY INVEST NOW?

Because the industry is just beginning to explore the intricacies of hands on wellness apps and services. To get in on the ground floor only provides you the cutting-edge opportunity to learn the ins and outs from the start. We are encompassing 18.3 billion opportunity and we are asking you to come along for the ride.



**Jessica Peterson**

[bellasolespa@gmail.com](mailto:bellasolespa@gmail.com)

952-686-4885

[BellaSoleSpa.com](http://BellaSoleSpa.com)



Relax & Revive, Inside & Out



**EXHIBIT B**  
**Summary of Terms**  
**Capitalization Table**  
(See attached)

## SUMMARY OF THE OFFERING

<b>Company</b>	Bella Sole Rejuvenation Spa, LLC
<b>Securities Offered</b>	Minimum of 50,000 Gross Profit Sharing Units (an aggregate amount of \$50,000) Maximum Up to 500,000 Gross Profit Sharing Units (an aggregate amount of \$500,000)
<b>Offering Price</b>	\$1.00 per Gross Profit Sharing Unit
<b>Minimum Investment</b>	\$500 for 500 Gross Profit Sharing Units.
<b>Capital Structure</b>	The Company has one Series of Membership Units, which are owned entirely by Company Founder Jessy Peterson.

The Gross Profit Sharing Units are being offered to all Minnesota investors. The Gross Profit Sharing Units are units in the sense that they will receive payments based upon the Company's gross profit, however they do not represent an equity interest in the Company. Consequently, the investors in this offering shall be treated as creditors to the Company rather than equity owners.

Following the completion of this Offering, and assuming we receive subscriptions for all 500,000 Gross Profit Sharing Units (which we do not guarantee), the capital structure of the Company will be as follows:

<b>Member</b>	<b>Gross Profit Sharing Units</b>	<b>Membership Units</b>
Gross Profit Sharing Members	500,000	
Jessica Peterson	0	100

**Corporate Governance** The Company will be managed by Jessy Peterson, its founder.

### **Gross Profit Sharing Units**

#### *Capital Interest*

Each Gross Profit Sharing Member will have an initial capital account balance equal to such Gross Profit Sharing Member's initial capital contribution.

#### *Profits*

The Gross Profit Sharing Members, as a group, will be entitled to ~100.00% of all gross profits, until such time as their Units have been redeemed by the Company. Each Gross Profit Sharing Member's pro rata percentage of these cash distributions will be calculated by dividing such Gross Profit Sharing Member's capital

contributions by the total capital contributions of all Gross Profit Sharing Members. For example, assuming all 500,000 Gross Profit Sharing Units are sold, an investor who makes a \$50,000 investment in the Company will be entitled to 10.00% of the aggregate cash distributions until the full Investment Amount of the Gross Profit Sharing Member has been redeemed in full.

From time to time, and *solely* at the Company's election, Investors 1) may reinvest the profits received into additional Units, and/or 2) may exchange profits in consideration for services.

*Voting Interest*

The Gross Profit Sharing Units have no voting or governance rights whatsoever.

*Investor Perks*

See attached table. Certain exclusions apply.

**Use of Proceeds**

The Company intends to use the proceeds from the offering to open a new facility and for general working capital purposes, all as further described in greater detail in the Business Plan and in the Use of Proceeds Table attached hereto.

**Terms of the Offering**

All funds received from investors will be held in a segregated account at Sunrise Banks, Minnesota until such time as we have received subscriptions for 50,000 Gross Profit Sharing Units or until the earlier expiration or termination of the Offering. Once we have reached this minimum threshold, we may begin using proceeds received from those investors. We may terminate the Offering at any time. If not terminated by the Company on an earlier date, the Offering will terminate on September 8, 2021.

**Other Compensation to Founder**

The Company may use the proceeds of this Offering to pay an annual salary to the Founder.

**Exit Strategy**

The Company has the election to, and intends to pay back investors their full Investment Amount.

**Real Estate**

For the avoidance of doubt, this Offering does not include any interest in real estate. The Company plans to lease the real estate for which the Company will reside.

**Profit Sharing Agreement**

Prior to the closing of any sale of any Gross Profit Sharing Units for which we have received a signed Subscription Agreement, the Company will provide prospective investors with a copy of the Gross Profit Sharing Agreement, which will incorporate the terms described herein in all material respects. In order to invest in the Offering, you will be required to sign the Gross Profit Sharing Agreement. If you object to the Gross Profit Sharing Agreement for any reason, you may revoke your Subscription Agreement and we will return your subscription amount.

### **Restrictions on Transfer**

We are offering the Gross Profit Sharing Units pursuant to certain exemptions from the registration requirements to the Securities Act and state law, and registration under applicable state securities laws. Therefore, the Gross Profit Sharing Units will not be registered with the SEC and will be deemed “restricted securities” under the Securities Act.

### **Units except as permitted under the Securities Act and applicable state securities laws, pursuant to registration or exemption therefrom.**

In addition, any transfer of Gross Profit Sharing Units must comply with the transfer restrictions that are contained in the Gross Profit Sharing Agreement.

### **Tax Considerations**

The Company will be treated as a partnership for federal income tax purposes and, thus, each member will be taxed on its share of Company income even though the amount of cash distributed to such member may be less than the resulting tax liability. Company profits and losses will be allocated as set forth in the LLC Agreement. A member may be limited in its ability to deduct our losses if the member has insufficient basis, the member is limited by the passive loss rules or if any expenses are “syndication expenses.” Furthermore, it is possible that a member may be subject to alternative minimum tax on our income.

Distributions may be taxed as capital gains or ordinary income. **Due to the complexity of an investment in Gross Profit Sharing Units, prospective Members are advised to contact their respective tax advisors with regard to tax consequences arising from investing in the Company.**

### **Subscription Process**

If you are interested in purchasing the Gross Profit Sharing Units, you must complete and execute a Subscription Agreement and include a check or money order payable to “Bella Sole Rejuvenation Spa, LLC” for the total purchase price of the Gross Profit Sharing Units you wish to purchase.

Use of Proceeds

<b>USE OF PROCEEDS</b>	<b>AMOUNT</b>
Service Equipment	\$ 86,551.28
Office Supplies	\$ 469.00
1-Time Purchases	\$ 13,001.00
Husbandry/Disposables	\$ 862.35
Advertising	\$ 2,319.00
Build-out	\$ 250,000.00
Utilities	\$ 3,350.00
Wages	\$ 16,380.00
Rent	\$ 5,104.00
Insurance	\$ 821.61
Products/Add-ins	<u>\$ 1,593.70</u>
	\$ 380,451.94

Investment Perks

Amount of Investment	% Based Perks	
	Gift Card Amount	# of services covered
\$ 500.00	\$ 100.00	4
\$ 1,000.00	\$ 200.00	8
\$ 3,000.00	\$ 600.00	24
\$ 5,000.00	\$ 1,000.00	40
\$ 10,000.00	\$ 2,000.00	80
\$ 25,000.00	\$ 5,000.00	200
\$ 50,000.00	\$ 10,000.00	400

**EXHIBIT C**  
**Risk Factors**  
(See attached)

## **RISK FACTORS**

*An investment in the Series A Units (the "Units") of Bella Sole Rejuvenation Spa, LLC (the "Company") involves a high degree of risk and is not an appropriate investment for persons who cannot afford the loss of their entire investment. You should be aware of the following risk factors and utilize access to obtain additional information about the Company.*

### **RISK FACTORS RELATED TO THE COMPANY**

#### **Limited Operating History; Start Up Business; Uncertainty of Profitable Operations**

Bella Sole is a concept, owned and operated by Bella Sole Rejuvenation Spa LLC, a Minnesota limited liability company, formed for the purpose of developing and owning service establishments under the Bella Sole brand name.

The Company's prospects must be considered in light of the risks, expenses and difficulties frequently encountered in the development and establishment of a business in the highly competitive spa industry that is characterized by a high failure rate. There can be no assurance that the Company will generate positive cash flows or achieve sustained profitable operations.

Poor operating results at the Company's future location to be developed would materially adversely affect the Company's business, financial condition, operating results or cash flows. Furthermore, the Company's business, once operational, will be highly dependent on its first location. Negative results from this first location could materially adversely affect the Company's business, financial condition, operating results and cash flows.

#### **Entering New Market; Risk of Market Acceptance**

There are presently no locations. Challenges in establishing a new market, may include consumers' lack of awareness of the concept, difficulties in hiring personnel, and problems due to the Company's unfamiliarity with local real estate and demographics. As we hope to enter new markets, we may also have different competitive conditions, consumer tastes and discretionary spending patterns, and therefore, it may take time to establish brand recognition and market acceptance in this new market and other markets. The Company's expansion into this new market may present additional risks that could adversely affect its success and operating results.

#### **Leased Properties; Development Affected by Factors Beyond the Company's Control**

The Company's success will depend in part on the Company's ability to open an establishment in Wayzata, MN. A number of factors related to this property are beyond the Company's control, including: construction, certain permits, and the availability of adequate capital to finance the extensive build-outs necessary to create and maintain the overall property. The Company and the landlord may not be successful in addressing these or other risks, which could adversely effect its ability to develop and open its planned new establishment on a timely basis, or at all.



## **Operations Will Depend on Good Management**

The Company's ability to successfully develop and open the establishment and to deliver good operating results will depend on the effectiveness of the Company's management. There can be no assurance that the Company will successfully obtain, integrate, and utilize the employees and management, operational and financial resources necessary to develop and manage the location in an increasingly competitive industry. Any failure in these areas and to implement and improve operations in an efficient manner at a pace consistent with the growth of the business could have a material adverse effect on the business, financial condition, and results of operations of the Company.

## **Dependence on Key Personnel**

The success of the Company depends to a large extent on the abilities of its executive officer and founder Jessy Peterson. The loss of her services would materially and adversely affect the Company's business. The Company does not have an employment agreement with her. As the largest owner, they collectively will continue to control the Company following completion of this placement. Through his voting power and position as the Company's executive officers, they may make decisions regarding the Company with which you may disagree.

## **Need for Additional Capital**

The net proceeds from this Offering, assuming the sale of all Units offered hereby, are expected to satisfy the Company's capital requirements for construction and opening of the Company's first location. There can be no assurance that operation of the Company's business will not require additional capital. If the Company is unable to raise additional financing when needed or on satisfactory terms, its future profitability could be adversely affected.

## **Use of Projections**

The projections included within the materials provided to potential investors were developed by the management of the Company and are based upon assumptions that the Company believes to be reasonable. The assumptions reflect management's judgment as of the date hereof of expected conditions and management's expected course of action. The assumptions may be incomplete or incorrect, and unanticipated events and circumstances are likely to occur. Actual results achieved during any future period may vary because events and circumstances frequently do not occur as expected and the variations may be material and adverse.

## **Government Regulations**

The Company is subject to various federal, state and local laws and regulations, including those relating to the spa services. While the Company does not expect to encounter difficulties in obtaining or maintaining any necessary governmental licenses, permits or approvals, the failure to licenses could have a material adverse affect on the Company's operating results. Difficulties or failure in obtaining required licenses and approvals could result in delays in, or cancellation of, the opening of the Company's planned location. Licenses are also subject to suspension or non-renewal if the granting authority determines that the conduct of the holder does not meet the standards for initial grant or renewal. No assurance can be given that the Company will be able to maintain or obtain such approvals at the location.

Additionally, the failure or inability of the Company to obtain and maintain insurance coverage, could materially and adversely affect the Company.

Various federal and state labor laws govern the Company's relationship with its employees and affect operating costs, including minimum wage requirements, overtime, unemployment tax rates,

workers' compensation rates and sales taxes. Significant additional government-imposed increases in wages, paid leaves of absence and mandated health benefits, or increased tax reporting and tax payment requirements for employees who receive gratuities, could have an adverse effect on the Company.

### **Uninsured Losses**

The Company will obtain comprehensive insurance, including general liability, fire, extended coverage and employee practices liability coverage. However, there are certain types of losses that may be uninsurable or that the Company believes are not economically insurable, such as natural disasters. In the event of natural disaster affecting the Company's business, the Company could suffer a loss of the capital invested in, as well as anticipated earnings from, the damaged or destroyed property. In addition, the Company does not intend to maintain any insurance coverage for the effects of adverse publicity, and any adverse publicity could have a material adverse effect on the Company's business, financial condition, results of operations, and cash flows.

### **Trademark Protection**

We have not applied for a mark with the U.S. Patent and Trademark Office. Although obtaining a registration improves our legal position, there can be no assurance that our use of these marks will not infringe upon the rights of other companies using similar marks, or that other companies will not infringe upon our rights. There can be no assurance that we would be successful in any suit challenging our use of our trademarks or preventing any other business from using similar trade names and trademarks. Enforcing and protecting intellectual property rights can be expensive and time consuming, even if the outcome is in our favor.

## **RISK FACTORS RELATED TO THE SPA INDUSTRY**

### **Changes in Consumer Preferences/Discretionary Consumer Spending**

The Company's success will depend, in part, upon the continued popularity of our services. To the extent that consumer preferences shift away from Company's model, the Company's future profitability could be adversely affected. The success of the Company's location will depend to a significant extent on a number of factors relating to discretionary consumer spending, including economic conditions affecting disposable consumer income. Changes in economic conditions affecting the Company's guests could reduce guest traffic or impose practical limits on pricing, either of which could have a material adverse effect on the results of operations of the Company.

### **Cost Sensitivity and Pricing**

Since many of the Company's personnel will be paid at rates based on the federal minimum wage, increases in the minimum wage will result in an increase in the Company's labor costs. In addition, various factors beyond the Company's control, including adverse government regulations, may affect the Company's costs. Sustained and/or significant increases in general costs or labor costs could have a material adverse effect on the results of operations of the Company.

### **Potential Labor Shortages**

The Company's success depends in part upon its ability to attract, motivate and retain a sufficient number of qualified employees, including managers and staff. Qualified individuals needed to fill these positions may be in short supply, and the inability to recruit and retain such individuals may delay the planned opening of the Company's location or result in high employee turnover which could have a

material adverse effect on the Company's business, financial condition, operating results and cash flows. Additionally, competition for qualified employees could require the Company to pay higher wages to attract sufficient employees, which could result in higher labor costs.

### **Employee Claims**

Employee claims against the Company based on, among other things, discrimination, harassment or wrongful termination may divert the Company's financial and management resources that would otherwise be used to benefit the future performance of the Company. These employee claims could have a material adverse effect on the Company's financial condition, results of operations and cash flows.

### **Litigation or Negative Publicity**

Service businesses can be adversely affected by litigation and complaints from customers or government authorities resulting from quality, illness, injury or other health concerns or operating issues. Adverse publicity about these allegations may negatively affect the Company, regardless of whether the allegations are true, by discouraging customers from visiting the Company's location. The Company could also incur significant liabilities if a lawsuit or claim results in a decision against it, or litigation costs regardless of the result.

### **Competition**

The spa industry is highly competitive. The Company will compete on the basis of service quality, ambiance and overall experience. The Company's competitors include a large and diverse group of spa chains and individual locations. These competitors range from independent local operators that have opened locations in various markets, to well capitalized national companies.

## **RISK FACTORS RELATED TO INVESTMENT**

### **Illiquidity of Investment**

The Units are not being registered under the 1933 Act or the securities laws of any other appropriate jurisdiction in reliance on exemptions from such registration requirements. There is no public market for Units. The Units may not be resold or otherwise transferred unless they are registered under the 1933 Act and the securities laws of any appropriate jurisdiction, or unless exemptions from such registration requirements are available. Accordingly, you may be unable to liquidate an investment in the Units and should be prepared to bear the economic risk of an investment in the Units for an indefinite period.

In addition, the Gross Profit Sharing Agreement, which must be signed by all unitholders, includes certain right of first refusal in favor of the Company in the event any unitholder voluntarily intends to transfer any or all of the Units owned by such unitholder.

### **Arbitrary Offering Price**

The offering price of the Units offered hereby has been arbitrarily determined by the Company. The offering price should not be considered an indication of the actual value of the Company, as it bears no relationship to the Company's assets, current earnings, book value, net worth or other financial statement criteria of value. No assurance can be given with respect to the value of the Units.

### **Discretionary Use of Proceeds**

The Company intends to use the proceeds of this Offering to fund development and opening of the Company's Wayzata location. However, the Company reserves the right to use the proceeds for other or additional purposes which are consistent with the Company's plan of operation.

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**EXHIBIT D**

**Articles of Organization**

(See attached)

**Gross Profit Sharing Agreement**

(See attached)

## Office of the Minnesota Secretary of State Certificate of Organization

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: Bella Sole Rejuvenation Spa LLC

File Number: 1063391800028

Minnesota Statutes, Chapter: 322C

This certificate has been issued on: 01/17/2019



A handwritten signature in black ink that reads "Steve Simon".

Steve Simon  
Secretary of State  
State of Minnesota

**Office of the Minnesota Secretary of State**  
**Minnesota Limited Liability Company/Articles of Organization**  
*Minnesota Statutes, Chapter 322C*



**The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Organization:**

**ARTICLE 1 - LIMITED LIABILITY COMPANY NAME:**

**Bella Sole Rejuvenation Spa LLC**

**ARTICLE 2 - REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:**

Name

Address:

**14410 12th Ave N Plymouth MN 55447 USA**

**ARTICLE 3 - DURATION: PERPETUAL**

**ARTICLE 4 - ORGANIZERS:**

Name:

Address:

**Jessica Peterson**

**14410 12th Ave N Plymouth MN 55447 USA**

**Joseph Peterson**

**14410 12th Ave N Plymouth MN 55447 USA**

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

***By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.***

**SIGNED BY: Jessica J Peterson**

**MAILING ADDRESS: None Provided**

**EMAIL FOR OFFICIAL NOTICES: kukupeterson@gmail.com**



**Work Item 1063391800028**  
**Original File Number 1063391800028**

STATE OF MINNESOTA  
OFFICE OF THE SECRETARY OF STATE  
FILED  
**01/17/2019 11:59 PM**

*Steve Simon*

Steve Simon  
Secretary of State



THE INVESTOR UNDERSTANDS THAT THE INVESTMENT CONTEMPLATED BY THIS AGREEMENT HAS NOT BEEN REVIEWED, APPROVED, OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF ANY INFORMATION GIVEN TO THE INVESTOR OR ANY OTHER INVESTOR IN ASSOCIATION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE GPSUS HAVE NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT SET FORTH IN SECTION 4(A)(6) THEREOF AND IN SEC RULE 227 PROMULGATED THEREUNDER, AS WELL AS OTHER EXEMPTIONS FROM REGISTRATION REQUIREMENTS. THE INVESTOR UNDERSTANDS THAT THE GPSU MUST BE HELD INDEFINITELY UNLESS THE SALE OR OTHER TRANSFER THEREOF IS SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE. DURING THE PERIOD IN WHICH THE GPSUS ARE BEING OFFERED AND SOLD BY THE COMPANY, AND FOR A PERIOD OF TWELVE MONTHS FROM THE DATE OF THE LAST SALE BY THE COMPANY OF AN GPSU IN THE OFFERING, ALL PERMITTED REALES OF ALL OR ANY PART OF THIS GPSU, BY ANY PERSON, SHALL BE MADE ONLY AS OUTLINED IN SECTION 227.501 OF THE SECURITIES ACT.

THE INVESTOR ACKNOWLEDGES AND AGREES THAT IN MAKING AN INVESTMENT DECISION, IT MUST RELY ON ITS OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THERE IS NO GUARANTEE OF RETURNS. INVESTOR FURTHER ACKNOWLEDGES AND AGREES THAT IT MAY LOSE ITS ENTIRE INVESTMENT.

### **GROSS PROFIT SHARING AGREEMENT**

THIS GROSS PROFIT SHARING AGREEMENT (this "Agreement") is entered into by and between Bella Sole Rejuvenation Spa LLC, a Minnesota limited liability company (the "Company") and {investor\_name} ("Investor"). This Agreement is one in a series of Gross Profit Sharing Units (collectively, "GPSUs") being issued by the Company to investors pursuant to the terms of those certain MNvest crowdfunding offering materials (as supplemented or amended from time to time) (the "Offering Materials") available on the company offering profile at <https://sppx.io> (the "Company Offering Profile") pursuant to which the Company will raise a minimum of \$50,000 up to an aggregate amount of \$500,000 from such investors (the "Offering").

#### **Section 1. Investment Amount.**

Investor agrees to invest the following amount: \${investment\_amount} (the "Investment Amount").

#### **Section 2. Certain Defined Terms.**

For the purposes of this Agreement, certain capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them on Exhibit A attached hereto and incorporated herein by reference.

#### **Section 3. Administrative Agent.**

The Investor hereby irrevocably appoints, designates and authorizes the Administrative Agent as its administrative agent under this Agreement and irrevocably authorizes the Administrative Agent to act as its agent and to take such actions as the

Investor is obligated or entitled to take under the provisions of this Agreement, including, without limitation, to (a) process payments of Monthly Gross Profit Share Amounts, any late payment charges and any payments made in compliance with Sections 5, 6, or 7 of this Agreement and (b) to exercise such powers as are otherwise set forth herein, together with such other powers as are reasonably incidental thereto.

When acting as an agent for the Investor within the scope of its authority, the Administrative Agent may execute any of its duties under this Agreement by or through agents, employees or attorneys-in-fact, including a third-party payment processor, and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Notwithstanding any provision to the contrary contained elsewhere in this Agreement, the Administrative Agent, in its capacity as administrative agent, shall not have any duties or responsibilities, except those expressly set forth herein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with Investor, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Administrative Agent. The Administrative Agent, when acting within the scope of its authority, shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, statement or other document or conversation reasonably believed by it to be genuine and to have been signed, sent or made by the Investor or its agents.

#### **Section 4. Payments of Monthly Gross Profit Share Amount; Late Payments.**

Commencing with the first full calendar month immediately following the Closing applicable to the Investor and until such time as the Investor's respective GPSU has been redeemed by the Company pursuant to this Agreement, the Investor shall be entitled to receive a payment from the Company for each calendar month in an amount equal to the Monthly Gross Profit Share Amount and an unaudited statement of Monthly Gross Profits applicable to the payment being made prepared by the Company. All payments of the Monthly Gross Profit Share Amount shall be paid by electronic ACH transfer to an account in the name of the Company designated by the Administrative Agent prior to the first Closing of the GPSUs (the "Holding Account") (with an accompanying attachment of the unaudited statement of Monthly Gross Profits applicable to the payment), for further distribution to the Investor within thirty (30) calendar days after the last day of any calendar month during which any Monthly Gross Profits attributable to the Monthly Gross Profit Share Amount are collected by the Company until the Investor has been redeemed by the Company pursuant to this Agreement totaling the Investment Amount. For the avoidance of doubt, a payment will be considered paid by the Company when the Company has completed payment into the Holding Account by electronic means for further distribution to the Investor. The Administrative Agent shall cause its third-party payment processor to further distribute the Monthly Gross Profit Share Amount, or any other payment to be further distributed to the Investor under this Agreement, and shall distribute relevant information provided by the Company for distribution to the Investor within two (2) business days of receipt.

The Investor agrees to maintain an account with Silicon Prairie with current payment information necessary for payments to the Investor to be completed. All such payments to the Investor shall be deposited into the Investor's linked account, as established on the Silicon Prairie Marketplace Platform, or any successor account thereto which may be established by the Investor on the Silicon Prairie Marketplace Platform from time to time, or through any other payment method agreed upon by the Administrative Agent and the Investor, and shall be accompanied, to the extent received by the Administrative Agent from the Company, by the unaudited statement of Monthly Gross Profits applicable to the payment being made to the Investor prepared by the Company.

All payments to the Investor pursuant to this Agreement shall be reduced by any cash refunds paid (or properly accrued as payable under the Company's financial reporting policies) with respect to amounts previously reported to the Investor as Monthly Gross Profits.

No payment of the Monthly Gross Profit Share Amount made to an Investor by the Company shall be allowed to have an interest payment that exceeds any statutory maximum interest rate imposed by Federal or state law. To the extent that a payment of the Monthly Gross Profit Share Amount has an estimated interest rate that exceeds a statutory maximum interest rate imposed by Federal or state law, the Company will reduce the payment of the Monthly Gross Profit Share Amount to the maximum payment allowable under Federal or state laws. The immediate future payments of the Monthly Gross Profit Share Amount will include any unpaid amounts until there is no balance of any unpaid amounts.

To the extent that any payment of the Monthly Gross Profit Share Amount is not paid within five (5) business days of such payment becoming due to the Investor, and the delay is not excused, the Company shall be assessed a late payment charge at an annual rate equal to five percent (5%) based on the number of days elapsed out of a 365 day calendar year. A delay shall be excused under this paragraph to the extent it is due to events outside of the Company's control, including without limitation an act of God or the actions or inactions of a third-party payment processor, the Administrative Agent, or the Investor, provided that the Company will take all reasonable efforts to make the payment as soon as practicable. This late payment charge shall be cumulative and assessed once per month against the unpaid amounts due to the Investor from the Company from the due date until the date of payment thereof and shall accrue and be added to any balance of unpaid amounts subject to late payment.

#### **Section 5. Payment Upon Change of Control.**

Upon a Change of Control at any time prior to the payment in full of the Investment Amount to the Investor, the Company shall pay into the Holding Account for further distribution to the Investor, prior to or simultaneously with the closing of such Change in Control, an amount equal to the Investment Amount less the sum of all previous payments of principal made by the Company to the Investor pursuant to this Agreement (the "Outstanding Debt"). For the avoidance of doubt, calculation of the Outstanding Debt is exclusive of Monthly Gross Profit payments. As a direct result of the foregoing, there is no additional economic risk to the Investor associated with a Change of Control.

#### **Section 6. Buy-Out Right of the Company.**

The Company may, in its sole discretion, at any time prior to the payment in full of the Investment Amount to the Investor, buy out the Company's obligations to the Investor under this Agreement and terminate this Agreement by paying the Investor an amount equal to the Investment Amount. As a direct result of the foregoing, there is no additional economic risk to the Investor associated with a buy out of the Company's obligations herein.

#### **Section 7. Information Rights.**

The Company will provide the Administrative Agent for further distribution to the Investor with the following information as to any period during which such investor's GPSU is outstanding: (a) unaudited quarterly financial statements of the Company within thirty (30) days after the end of each calendar quarter; (b) management commentary on the Company's operations, sales and financial condition within thirty (30) days after the end of each calendar quarter; (c) annual financial statements of the Company within ninety (90) days after the end of each fiscal year, which may or may not be audited, as determined in the sole discretion of the Manager of the Company; and (d) as soon as reasonably practicable, but in any event within thirty (30) days after its filed, a copy of the Company's federal tax return filed with the Internal

Revenue Service for each fiscal year of the Company.

## **Section 8. Inspection Rights.**

The Company shall maintain books, records, documents and other written evidence, consistent with its normal accounting procedures and practices, sufficient to reasonably and accurately reflect the performance of its obligations under this Agreement and the determination of the Monthly Gross Profit Share Amount (collectively, the "Records"). Prior to the payment in full of the Investment Amount to the Investor, the Investor, at the Investor's expense, shall have access, no more than once annually, upon reasonable prior notice, during regular business hours and in such a reasonable manner determined by the Company so as to not interfere with the regular business activities of the Company (including providing access simultaneously to other Investors), to the Records for the sole purpose of confirming, checking, reviewing, examining or verifying the accuracy of the amounts paid to the Investor under this Agreement, to the extent reasonably necessary for such purpose.

## **Section 9. Events of Default; Remedies.**

Each of the following events constitutes an "Event of Default" for purposes of this Agreement:

(a) if three (3) consecutive payments of the Monthly Gross Profit Share Amount due to the Investor are not paid by the Company into the Holding Account for further distribution to the Investor on or prior to the due date, to the extent the delay is not excused, as defined in this Agreement, and each such non-payment continues for a period of five (5) business days thereafter, regardless of whether any previous payments remain outstanding;

(b) if any one (1) payment of the Monthly Gross Profit Share Amount due to the Investor is not paid by the Company into the Holding Account for further distribution to the Investor on or prior to the due date, to the extent the delay is not excused, as defined in this Agreement, and the non-payment continues for a period of sixty (60) days thereafter;

(c) an involuntary proceeding has been commenced or an involuntary petition has been filed seeking (i) liquidation, reorganization or other relief in respect of the Company or any of its debts, or of a substantial part of its assets, under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or for a substantial part of its assets, and, in any such case, such proceeding or petition has continued undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing has been entered;

(d) the Company has (i) voluntarily commenced any proceeding or filed any petition seeking liquidation, reorganization or other relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (c) immediately above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Company or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(e) if (i) the Company breaches any other covenant of the Company contained in this Agreement, and such breach continues for a period of five (5) business days after the Investor, or the Administrative Agent on the Investor's behalf, delivers written notice of the breach to the Company, or (ii) any representation or warranty made in this Agreement by the Company shall be materially incorrect when made or deemed made.

If an Event of Default occurs under Section 9(a), Section 9(b), or Section 9(e) and is

continuing, then an amount equal to the Outstanding Debt shall, at the option of the Investor (as communicated by the Investor or the Administrative Agent on its behalf) and, in the case of an Event of Default pursuant to [Section 9\(c\)](#) or [Section 9\(d\)](#), automatically, become immediately due and payable by the Company to the Investor.

#### **Section 10. Unsecured Obligations of the Company; Subordination.**

Notwithstanding anything contained herein to the contrary, the obligations of the Company to the Investor under this Agreement shall be unsecured obligations of the Company, which carry no voting rights as it relates to the operations of the Company. The obligations in this Agreement are the corporate obligation of the Company only and no recourse shall be had against any past, present or future member or owner of the Company directly. The rights and indebtedness evidenced by this Agreement are subordinated in right of payment, to the extent and in the manner set forth in the paragraph below, to all other indebtedness of the Company created prior to the date of this Agreement, exclusive of any indebtedness to existing Members of the Company (such indebtedness, the "[Prior Debt](#)").

Upon request by the Company, and provided that no unexcused default shall have occurred under this Agreement, the Investor agrees to enter into a mutually-acceptable and commercially reasonable subordination agreement with a commercial bank or other lending institution subordinating the Company's obligations to the extent and in the manner set forth in the paragraph below to up to the lesser of (a) the principal amount of the indebtedness to such bank or institution, or (b) the Investment Amount outstanding under this Agreement.

If there shall occur any receivership, insolvency, assignment for the benefit of creditors, bankruptcy, reorganization, or arrangements with creditors (whether or not pursuant to bankruptcy or other insolvency laws), sale of all or substantially all of the assets, dissolution, liquidation, or any other marshaling of the assets and liabilities of Company, (i) no amount shall be paid by the Company to the Investor under this Agreement unless and until the principal of and interest on the Prior Debt then outstanding shall be paid in full, and (ii) no claim or proof of claim shall be filed with the Company by or on behalf of the Investor which shall assert any right to receive any payments under this Agreement except subject to the payment in full of the principal of and interest on all of the Prior Debt then outstanding.

Subject to the foregoing paragraphs, nothing contained in this [Section 10](#) shall impair, as between the Company and the Investor, the obligation of the Company, subject to the terms and conditions hereof, to pay to the Investor the Monthly Gross Profit Share Amount as and when the same become due and payable, or shall prevent the Investor and the Administrative Agent, upon default hereunder, from exercising all rights, powers and remedies otherwise provided herein or by applicable law.

If at any point in the future, non-senior, non-secured debt financing is secured by the Company, the Gross Profit Share Agreement shall be senior in its position among all unsecured creditors.

#### **Section 11. Termination.**

Subject to the conditions set forth in Section 4, 5, and 6, this Agreement and the Company's obligation to pay the Monthly Gross Profit Share Amount shall automatically terminate upon the receipt by the Investor of the Investment Amount.

#### **Section 12. Use and Ownership of Confidential Information.**

The Investor agrees (a) to use all Confidential Information only to the extent necessary to enable the Investor to assess the Investor's investment in the Company and the Company's determination of the Monthly Gross Profit Share Amount; (b) not to disclose or provide any Confidential Information to any person or entity without the Company's prior written consent;

and (c) not to copy or reproduce any of the Confidential Information. Ownership of all right, title and interest in the Confidential Information shall remain at all times with the Company, and nothing in this Agreement shall give any right, title or interest in, or license to, any such Confidential Information to the Investor (or any other person or entity). The Investor's obligations set forth in this Section 12 shall indefinitely survive the termination of this Agreement.

### **Section 13. Notices.**

All notices and other communications hereunder shall be in writing and shall be deemed duly delivered if delivered personally (upon receipt), or one (1) business day after being delivered by a recognized overnight delivery service, or upon transmission, if sent via electronic mail (with confirmation of receipt). Notices to each party shall be addressed as follows:

if to the Company, to:

Bella Sole  
Rejuvenation Spa  
LLC Attn: Jessy  
Peterson  
  
14410 12<sup>th</sup> Ave. N  
Plymouth, MN, 55447

If to the Administrative Agent, to:

Silicon Prairie Portal and Exchange LLC  
Attn: David Duccini  
475 Cleveland Ave.  
St. Paul, MN 55104

if to the Investor, to: the address set forth on the signature page hereto or the Investor's registered email address with the Silicon Prairie Marketplace Platform

Either party may specify a different address for notices to be sent by providing at least five (5) days' prior written notice of such change in address to the other party.

### **Section 14. Consent to Electronic Delivery.**

The Investor hereby agrees that the Company and Administrative Agent may deliver all GPSUs, notices, financial statements, tax reports, valuations, reports, reviews, analyses or other materials, and any and all other documents, information and communications concerning the affairs of the Company, including, without limitation, information about the investment, required or permitted to be provided to the Investor under the GPSU or hereunder by means of e-mail or by posting on an electronic message board or by other means of electronic communication. Because the Administrative Agent operates principally on the Internet, the Investor will need to consent to transact business with the Administrative Agent online and electronically. As part of doing business with the Administrative Agent, therefore, the Company also needs the Investor to consent to the Company giving the Investor certain disclosures electronically, either via the Company Offering Profile or to the email address the Investor provides to the Company. By entering into this Agreement, the Investor consents to receive electronically all GPSUs, documents, communications, notices, contracts, and agreements arising from or relating in any way to the Investor's or the Company's rights, obligations or services under this Agreement.

### **Section 15. Entire Agreement and Amendments.**

This Agreement may not be modified or amended except pursuant to a written instrument signed by the Company, the Administrative Agent and the holders of a majority of the then outstanding principal amount of the GPSUs. Except as otherwise expressly provided

herein, this Agreement with respect to the Company the Administrative Agent and the Investor, and this Agreement and the Subscription Agreement with respect only to the Company and the Investor represent(s) the entire agreement between the relevant parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises, and proposals, whether oral, written, or electronic, between them.

**Section 16. Severability.**

In case any provision contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**Section 17. Successors and Assigns.**

The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by, the parties' successors and assigns. The rights and obligations of the Investor under this Agreement may only be assigned with the prior written consent of the Company and the Administrative Agent. This Agreement may be sold, assigned, or otherwise transferred only pursuant to an effective registration under the federal securities laws and qualification under applicable state securities laws, or an exemption from the registration and qualification requirements of the applicable state and federal laws, and the Company shall have received evidence of such exemption. This Agreement is transferable only on the books of the Company.

**Section 18. Governing Law.**

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without giving effect to the principles of conflicts of law.

**Section 19. Counterparts.**

This Agreement may be executed in three or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party.

**Section 20. Liability of Administrative Agent.**

Neither the Administrative Agent nor any person to whom the Administrative Agent has delegated authority to act within the scope of the Administrative Agent's authority as Administrative Agent shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement (except for its own gross negligence or willful misconduct), or (ii) be responsible in any manner to the Company or the Investor for any statement, representation or warranty made by the Company to the Investor or by the Investor to the Company, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement, or for any failure of the Investor or the Company to perform its respective obligations hereunder.

**Section 21. Indemnification.**

The Investor agrees to indemnify and reimburse the Administrative Agent, ratably (based on the Investor's pro rata share of the outstanding principal amount of the GPSUs) from and against any and all actual liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than those expenses and costs to be borne by the Administrative Agent in the ordinary course

of its or its agents' fulfillment of administrative agent services under this Agreement), which may be imposed on, incurred by, or asserted against the Administrative Agent in any way relating to or arising out of this Agreement or any action taken or omitted under this Agreement, provided that the Investor shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or willful misconduct.

**Section 22. Mandatory Binding Arbitration.**

Each party hereto hereby mutually agrees that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 22 (this "Arbitration Provision"). The arbitration shall be conducted in Minneapolis, MN. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving the Investor (or persons claiming through or connected with the Investor), on the one hand, and the Company (or persons claiming through or connected with the Company), on the other hand, relating to or arising out of this Agreement, any GPSU and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include (without limitation) matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

**Section 23. Waiver of Court Rights.**

The parties acknowledge that they will not have a right to litigate claims through a trial pursuant to the Arbitration Provision. The parties hereby knowingly and voluntarily waive their rights to litigate such claims in a court.

[Signatures Begin on Following Page]



IN WITNESS WHEREOF, this Agreement has been duly executed as of the effective date below.

Effective Date:

**"COMPANY"**

BELLA SOLE REJUVENATION SPA LLC

By:

Printed: Jessy Peterson

Title: Manager

INVESTOR ACKNOWLEDGES THAT THIS AGREEMENT INCLUDES A MANDATORY BINDING ARBITRATION CLAUSE.

**"INVESTOR"**

Signature of Investor:

Printed Name of Investor: {investor\_name}

Officer Title (if an entity):

Street Address of Investor: {investor\_street\_address}

City, State and Zip Code: {investor\_city\_state\_zip}

## EXHIBIT A

### DEFINITIONS

"Change in Control" means (a) the Company's consummation of a merger, consolidation, reorganization or similar business transaction, unless immediately after such transaction more than 50% of the outstanding voting power of the surviving or resulting entity is held by persons or entities who or that were members of the Company immediately before the transaction; or (b) the Company's consummation of a sale of all or substantially all of its assets.

"Confidential Information" means, whether or not such information is designated or marked by the Company as confidential, proprietary or secret, (a) any and all financial, technical and other information regarding the Company and its business, products, assets or properties; and (b) any and all proprietary information, materials, know-how and trade secrets of the Company with regard to the ideas, technology, products, business or business methods (whether or not in written, electronic, machine readable or other tangible form) of the Company, any parent, subsidiary or affiliate of the Company, or any of their respective officers, directors, members, managers, employees or agents.

"Closing" means the point at which the earlier of the expiration or termination of the Offering or the aggregate amount of \$50,000 has been invested and the transfer of subscriber funds (net of the placement fee to be paid to Silicon Prairie on such amounts) to a deposit account maintained by the Company has been initiated, which funds shall constitute net Offering proceeds usable by the Company for the purposes outlined in the Offering Materials.

"Gross Profit Percentage" shall be 100%.

"Monthly Gross Profit" means all gross revenues collected by the Company during the Monthly Gross Profit Sharing Period less expenses. For purposes of this definition, the term "Company" shall include the Company and any existing or future affiliated entity whose primary purpose encompasses the operations of the brewery.

"Monthly Gross Profit Share Amount" means an amount determined pursuant to the following formula:  $((\text{Investment Amount} / \text{Total Investment Amount}) \times \text{Gross Profit Percentage})$ .

"Monthly Gross Profit Sharing Period" means the period commencing with the first full calendar month immediately following the Closing of the Offering and ending upon the termination of this Agreement.

"Subscription Agreement" means the Subscription Agreement delivered by the Investor to the Company in connection with this Agreement.

"Total Investment Amount" shall mean the total original amount of investment actually received by the Company from all investors subscribing for GPSUs in connection with the Offering.

**EXHIBIT E**  
**Subscription Agreement**  
(See attached)

**BELLA SOLE REJUVENATION SPA, LLC  
SUBSCRIPTION AGREEMENT  
(Including investment representations)**

**IMPORTANT: This document contains significant representations.  
Please read carefully before signing.**

Bella Sole Rejuvenation Spa, LLC  
Attn: Jessica Peterson  
14410 12th Ave. N  
Plymouth, MN 55447

Ladies and Gentlemen:

I desire to purchase the principal amount in “GPSUs” set forth below in BELLA SOLE REJUVENATION SPA, LLC, a Minnesota limited liability company (the “Company”).

I understand that this Subscription Agreement is conditioned upon Company’s acceptance of subscriptions. If this Subscription Agreement has been accepted, the GPSUs subscribed to hereby shall be issued to me in the form of GPSUs.

With respect to such purchase, I hereby represent and warrant to you that:

**Residence.**

I am a bona fide resident of (or, if an entity, the entity is domiciled in) the state set forth on my signature page.

**Subscription.**

a. I hereby subscribe to purchase the number of GPSUs set forth below, and to make capital contributions to the Company in the amounts set forth below, representing the purchase price for the GPSUs subscribed.

Principal Amount of GPSUs ..... (1)

(1) A minimum purchase of \$500, is required for individual investors, which may be waived by the Company on a case by case basis. Amounts may be subscribed for in \$500 increments.

b. I have funded my purchase via ACH, wire transfer or I am enclosing a check made payable to “**BELLA SOLE REJUVENATION SPA, LLC**” in an amount equal to 100% of my total subscription amount.

c. I acknowledge that this subscription is contingent upon acceptance by the Company, and that the Company has the right to accept or reject subscriptions in whole or in part.

**Representations of Investor.**

In connection with the sale of the GPSUs to me, I hereby acknowledge and represent to the Company as follows: I hereby acknowledge receipt of a copy of the Confidential Private Placement Memorandum of the Company, dated on or about September 8, 2020, (the “Memorandum”), relating to the offering of the GPSUs.

- a. I have carefully read the Memorandum, including the section entitled “Risks Factors”, and have relied solely upon the Memorandum and investigations made by me or my representatives in making the decision to invest in the Company. I have not relied on any other statement or printed material given or made by any person associated with the offering of the GPSUs.
- b. I have been given access to full and complete information regarding the Company (including the opportunity to meet with the Chief Executive Officer of the Company and review all the documents described in the Memorandum and such other documents as I may have requested in writing) and have utilized such access to my satisfaction for the purpose of obtaining information in addition to, or verifying information included in, the Memorandum.
- c. I am experienced and knowledgeable in financial and business matters, capable of evaluating the merits and risks of investing in the GPSUs, and do not need or desire the assistance of a knowledgeable representative to aid in the evaluation of such risks (or, in the alternative, I have used a knowledgeable representative in connection with my decision to purchase the GPSUs).
- d. I understand that an investment in the GPSUs is highly speculative and involves a high degree of risk. I believe the investment is suitable for me based on my investment objectives and financial needs. I have adequate means for providing for my current financial needs and personal contingencies and have no need for liquidity of investment with respect to the GPSUs. I can bear the economic risk of an investment in the GPSUs for an indefinite period of time and can afford a complete loss of such investment.
- e. I understand that there may be no market for the GPSUs, that there are significant restrictions on the transferability of the GPSUs and that for these and other reasons, I may not be able to liquidate an investment in the GPSUs for an indefinite period of time.
- f. I have been advised that the GPSUs have not been registered under the Securities Act of 1933, as amended (“Securities Act”), or under applicable state securities laws (“State Laws”), and are offered pursuant to exemptions from registration under the Securities Act and the State Laws. I understand that the Company’s reliance on such exemptions is predicated in part on my representations to the Company contained herein.
- g. I understand that I am not entitled to cancel, terminate or revoke this subscription, my capital commitment or any agreements hereunder and that the subscription and agreements shall survive my death, incapacity, bankruptcy, dissolution or termination.
- h. I understand that capital contributions to the Company may not be returned after they are paid.

## **Investment Intent; Restrictions on Transfer of Securities.**

- a. I understand that (i) there may be no market for the GPSUs, (ii) the purchase of the GPSUs is a long-term investment, (iii) the transferability of the GPSUs is restricted, (iv) the GPSUs may be sold by me only pursuant to registration under the Securities Act and State Laws, or an opinion of counsel that such registration is not required, and (v) the Company does not have any obligation to register the GPSUs.
- b. I represent and warrant that I am purchasing the GPSUs for my own account, for long term investment, and without the intention of reselling or redistributing the GPSUs. The GPSUs are being purchased by me in my name solely for my own beneficial interest and not as nominee for, on behalf of, for the beneficial interest of, or with the intention to transfer to, any other person, trust, or organization, and I have made no agreement with others regarding any of the GPSUs. My financial condition is such that it is not likely that it will be necessary for me to dispose of any of the GPSUs in the foreseeable future.
- c. I am aware that, in the view of the Securities and Exchange Commission, a purchase of securities with an intent to resell by reason of any foreseeable specific contingency or anticipated change in market values, or any change in the condition of the Company or its business, or in connection with a contemplated liquidation or settlement of any loan obtained for the acquisition of any of the GPSUs and for which the GPSUs were or may be pledged as security would represent an intent inconsistent with the investment representations set forth above.
- d. I understand that any sale, transfer, pledge or other disposition of the GPSUs by me (i) may require the consent of the Chief Executive Officer of the Company, (ii) will require conformity with the restrictions contained in this Section 4, and (iii) may be further restricted by a legend placed on the instruments or certificate(s) representing the securities containing substantially the following language:

“The securities represented by this certificate have not been registered under the Securities Act of 1933, as amended, or applicable state securities laws and may not be sold, offered for sale, or transferred except pursuant to either an effective registration statement under the Securities Act of 1933, as amended, and under the applicable state securities laws, or an opinion of counsel for the Company that such transaction is exempt from registration under the Securities Act of 1933, as amended, and under the applicable state securities laws. The transfer or encumbrance of the securities represented by this certificate is subject to substantial restrictions.”

## Investor Qualifications.

I represent and warrant as follows (Answer Part a, b or c, as applicable. Please check all applicable items):

**a. Accredited Investor – Individuals.** I am an INDIVIDUAL and:

- i. I have a net worth, or a joint net worth together with my spouse, in excess of \$1,000,000, excluding the value of my primary residence.
- ii. I had an individual income in excess of \$200,000 in each of the prior two years and reasonably expect an income in excess of \$200,000 in the current year.
- iii. I had joint income with my spouse in excess of \$300,000 in each of the prior two years and reasonably expect joint income in excess of \$300,000 in the current year.
- iv. I am a director or executive officer of BELLA SOLE REJUVENATION SPA, LLC

**b. Accredited Investor – Entities.** The undersigned is an ENTITY and:

- i. The undersigned hereby certifies that all of the beneficial equity owners of the undersigned qualify as accredited individual investors by meeting one of the tests under items (a)(i) through (a)(iv) above. Please indicate the name of each equity owner and the applicable test:
- ii. The undersigned is a bank or savings and loan association as defined in Sections 3(a)(2) and 3(a)(5)(A), respectively, of the Securities Act either in its individual or fiduciary capacity.
- iii. The undersigned is an insurance company as defined in Section 2(13) of the Securities Act.
- iv. The undersigned is an investment company registered under the Investment Company Act of 1940 or a business development company as defined therein, in Section 2(a)(48).
- v. The undersigned is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- vi. The undersigned is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 and one or more of the following is true (check one or more, as applicable):
  - (1) the investment decision is made by a plan fiduciary, as defined therein, in Section 3(21), which is either a bank, savings and loan association, insurance company, or registered investment adviser;
  - (2) the employee benefit plan has total assets in excess of \$5,000,000; or
  - (3) the plan is a self-directed plan with investment decisions made solely by persons who are “accredited investors” as defined under therein.
- vii. The undersigned is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- viii. The undersigned has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring GPSUs and one or more of the following is true (check one or more, as applicable):
  - (1) an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
  - (2) a corporation;
  - (3) a Massachusetts or similar business trust;
  - (4) a partnership; or
  - (4) a limited liability company.
- ix. The undersigned is a trust with total assets exceeding \$5,000,000, which is not formed for the specific purpose of acquiring GPSUs and whose purpose is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment in the GPSUs.

**c. Non-Accredited Investors.**

- The undersigned cannot make any of the foregoing representations and is therefore not an accredited investor.

## **Miscellaneous.**

- a. I agree to furnish any additional information that the Company or its counsel deem necessary in order to verify the responses set forth above.
- b. I understand the meaning and legal consequences of the agreements, representations and warranties contained herein. I agree that such agreements, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment for the GPSUs. I further agree to indemnify and hold harmless the Company, and each current and future member of the Company from and against any and all loss, damage or liability due to, or arising out of, a breach of any of my agreements, representations or warranties contained herein.
- c. This Subscription Agreement shall be construed and interpreted in accordance with Minnesota law without regard to the principles regarding conflicts of law.



**SIGNATURE PAGE FOR INDIVIDUALS**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Second Individual, if applicable

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Residence Street Address

\_\_\_\_\_  
Residence Street Address

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
Mailing Address  
(Only if different from residence address)

\_\_\_\_\_  
Mailing Address  
(Only if different from residence address)

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Email address

**Individual Subscriber Type of Ownership:**

The GPSUs subscribed for are to be registered in the following form of ownership:

- Individual Ownership
- Joint Tenants with Right of Survivorship (both parties must sign). Briefly describe the relationship between the parties (e.g., married).
- Tenants in Common (both parties must sign). Briefly describe the relationship between the parties (e.g., married).

**SIGNATURE PAGE FOR TRUSTS AND ENTITIES**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Entity (Typed or Printed)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Entity's Tax Identification Number

\_\_\_\_\_  
Name & Title (Typed or Printed) of Signatory

\_\_\_\_\_  
Contact Person (if different from Signatory)

\_\_\_\_\_  
Principal Executive Office Address

\_\_\_\_\_  
Mailing Address  
(If different from principal executive office)

\_\_\_\_\_  
City, State & Zip Code  
(Must be same state as in Section 1)

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Email address

**Entity Subscriber Type of Ownership:**

The GPSUs subscribed for are to be registered in the following form of ownership (check one):

- Partnership
- Limited Liability Company
- Corporation
- Trust or Estate (Describe, and enclose evidence of authority)
  
- IRA Trust Account
- Other (Describe)

**ACCEPTANCE**

This Subscription Agreement is accepted by BELLA SOLE REJUVENATION SPA, LLC on

As to: the principal amount in GPSUs set forth in Item 2.a.; or GPSUs.

**BELLA SOLE REJUVENATION SPA, LLC**

By:.....  
Name: Jessica Peterson  
Its: Chief Executive Officer

**Counterpart Signature Page to Gross Profit Sharing Agreement of Bella Sole Rejuvenation Spa, LLC**

IN WITNESS WHEREOF, the undersigned hereby executes this counterpart signature page to the Gross Profit Sharing Agreement of Bella Sole Rejuvenation Spa, LLC, as the same may be amended from time to time, and hereby authorizes Bella Sole Rejuvenation Spa, LLC to attach this counterpart signature page to the Gross Profit Sharing Agreement as executed by the other parties thereto.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Second Individual, if applicable

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Name (Typed or Printed)

**EXHIBIT F**  
**Financial Statements**

(See attached)

**SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS**

Some of the statements included in the Memorandum and the exhibits thereto constitute forward looking statements. Forward looking statements are identifiable by terminology such as may, will, should, could, expects, plans, anticipates, believes, estimates, predicts, potential, continue, the negative of any of such terms or other comparable terminology. These statements involve known and unknown risks, uncertainties and other factors that may cause the Company's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance, or achievements expressed or implied by such forward looking statements. Although we believe that the expectations expressed in our forward looking statements are reasonable, we cannot guarantee future results, levels of activity, performance, or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of such statements. We are under no duty to update any of the forward looking statements after the date of the Memorandum. **THESE STATEMENTS HAVE BEEN INTERNALLY PREPARED - NO ASSURANCE CAN BE GIVEN.**



| Belita Sole Rejuvenation Spa | 12-month Budget & Cash Flow

Table with columns for months (Jul-20 to Jun-22) and Total Year 1/2. Rows include Hours (Monday-Sunday), REVENUES (Individual Sessions, Multi-Session Packs & Facials), EXPENSES (Lotion Cost of Sales, Rent, Electric, Water, Garbage, Insurance, Marketing, etc.), and CASH FLOWS (Beginning Cash Balance, Plus: Net Income, Less: Principal paid on Notes, = Ending Cash Balance).





| Bella Sole

	May-24	Jun-24	Total Year 4	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Total Year 5
<b>Hours</b>																
Monday	48	48		60	48	60	48	48	60	48	60	48	60	48	48	60
Tuesday	48	48		60	48	60	48	48	60	48	60	48	60	48	48	60
Wednesday	60	48		60	48	60	48	60	48	60	48	60	48	60	48	60
Thursday	60	48		48	60	48	60	48	60	48	60	48	48	60	48	60
Friday	60	48		48	60	48	60	48	60	48	60	48	48	60	48	60
Saturday	48	60		48	60	48	48	60	48	60	48	60	48	60	48	60
Sunday	48	60		48	60	48	48	60	48	60	48	60	48	60	48	60
Total Hours per Month	372	360		372	372	360	372	360	372	372	336	372	360	372	360	
<b>REVENUES</b>																
<b>Individual Sessions</b>																
AquaFrxio w/FSR (Use AquaFrxio Part # & FSR)	\$30	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
AquaFrxio	\$25	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Cocoon Aqua IR (Wet Pod)	\$25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Cocoon (Dry Pod)	\$35	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
TheraSauna - 2 Person Straight Bench (Natural Finish)	\$30	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Renovaskin L320 w/ T-Max	\$20	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
OxyOasis - Oxygen Machine	\$50	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
Total Individual Session Membership		\$4,475	\$4,475	\$53,700	\$4,475	\$4,475	\$4,475	\$4,475	\$4,475	\$4,475	\$4,475	\$4,475	\$4,475	\$4,475	\$4,475	\$53,700
<b>Multi-Session Packs &amp; Facials</b>																
AquaFrxio Unlimited month	\$195	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
AquaFrxio w/FSR Unlimited month	\$295	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25
6 Pack Cocoon Session	\$180	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
6 Pack Cocoon Aqua (Wet Pod)	\$180	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
6 Pack TheraSauna	\$150	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
12 Session Red Light Therapy	\$275	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
Charm Package	\$88	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
Lavish Package	\$99	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
Allure Package	\$132	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
Push Package	\$149	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
Godess Package	\$299	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60
Cleane Facial	\$149	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Glow Facial	\$170	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Energy Facial	\$193	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Multi-Session Packs & Facials		\$71,480	\$71,480	\$857,760	\$71,480	\$71,480	\$71,480	\$71,480	\$71,480	\$71,480	\$71,480	\$71,480	\$71,480	\$71,480	\$71,480	\$857,760
Lotion Sales - \$ / month -->		\$2,500	\$2,500	\$30,000	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000
<b>TOTAL REVENUES</b>		<b>\$78,455</b>	<b>\$78,455</b>	<b>\$941,460</b>	<b>\$78,455</b>	<b>\$78,455</b>	<b>\$78,455</b>	<b>\$78,455</b>	<b>\$78,455</b>	<b>\$78,455</b>	<b>\$78,455</b>	<b>\$78,455</b>	<b>\$78,455</b>	<b>\$78,455</b>	<b>\$78,455</b>	<b>\$941,460</b>
<b>EXPENSES</b>																
Lotion Cost of Sales	40%	\$1,000	\$1,000	\$12,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$12,000
Rent	\$5,700	\$5,700	\$5,700	\$68,400	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$68,400
Electric (cost per room estimate)	\$2,500	\$2,500	\$2,500	\$30,000	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000
Water	\$100	\$100	\$100	\$1,200	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Garbage	\$75	\$75	\$75	\$900	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$900
Insurance	\$300	\$300	\$300	\$3,600	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$3,600
Telephone / Internet	\$100	\$100	\$100	\$1,200	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Manager - 25% Base Salary	\$4,000	\$4,000	\$4,000	\$48,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
Manager - Commission % of Revenue	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Staff - Wage 5/yr	\$15	\$5,580	\$5,400	\$65,880	\$5,580	\$5,580	\$5,580	\$5,580	\$5,580	\$5,580	\$5,580	\$5,580	\$5,580	\$5,580	\$5,580	\$65,700
Staff Lotion Commission	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Associated Payroll Costs	20%	\$1,916	\$1,880	\$22,776	\$1,916	\$1,916	\$1,880	\$1,916	\$1,880	\$1,916	\$1,880	\$1,916	\$1,880	\$1,916	\$1,880	\$22,740
Supplies	\$100	\$100	\$100	\$1,200	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Marketing	\$800	\$800	\$800	\$9,600	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$9,600
Salon Support Program	\$50	\$50	\$50	\$600	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
Salon Touch	\$99	\$99	\$99	\$1,188	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$1,188
Radio System Service	\$160	\$160	\$160	\$1,920	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$160	\$1,920
Licenses & Certification	\$100	\$100	\$100	\$1,200	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Maintenance	\$100	\$100	\$100	\$1,200	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Interest	\$1,343	\$1,353	\$15,592	\$1,364	\$1,374	\$1,384	\$1,394	\$1,405	\$1,415	\$1,426	\$1,437	\$1,448	\$1,458	\$1,469	\$1,480	\$17,054
<b>TOTAL EXPENSES</b>		<b>\$21,680</b>	<b>\$21,464</b>	<b>\$256,944</b>	<b>\$21,680</b>	<b>\$21,680</b>	<b>\$21,464</b>	<b>\$21,680</b>	<b>\$21,464</b>	<b>\$21,680</b>	<b>\$21,680</b>	<b>\$21,464</b>	<b>\$21,680</b>	<b>\$21,464</b>	<b>\$21,680</b>	<b>\$256,938</b>
<b>NET INCOME</b>		<b>\$56,775</b>	<b>\$56,991</b>	<b>\$684,516</b>	<b>\$56,775</b>	<b>\$56,775</b>	<b>\$56,991</b>	<b>\$56,775</b>	<b>\$56,991</b>	<b>\$56,775</b>	<b>\$56,775</b>	<b>\$56,991</b>	<b>\$56,775</b>	<b>\$56,991</b>	<b>\$56,775</b>	<b>\$684,522</b>
<b>Cash Flows</b>																
Beginning Cash Balance	\$2,217,903	\$2,273,335		\$2,338,973	\$2,384,384	\$2,430,785	\$2,495,302	\$2,550,773	\$2,606,359	\$2,661,719	\$2,717,068	\$2,773,054	\$2,828,381	\$2,883,914	\$2,930,230	
Plus: Net Income	\$56,775	\$56,991		\$56,775	\$56,775	\$56,991	\$56,775	\$56,991	\$56,775	\$57,423	\$56,775	\$56,991	\$56,775	\$56,991	\$56,775	
Less: Principal paid on Notes	\$1,343	\$1,353		\$1,364	\$1,374	\$1,384	\$1,394	\$1,405	\$1,415	\$1,426	\$1,437	\$1,448	\$1,458	\$1,469	\$1,480	
= Ending Cash Balance	\$2,273,335	\$2,328,973		\$2,384,384	\$2,430,785	\$2,495,392	\$2,550,773	\$2,606,359	\$2,661,719	\$2,717,068	\$2,773,054	\$2,828,381	\$2,883,914	\$2,930,220	\$2,994,730	



**EXHIBIT G**  
**Escrow Agreement**  
(actual and projected)  
(See attached)

## SUBSCRIPTION ESCROW AGREEMENT

**THIS ESCROW AGREEMENT**, dated as of date.today (this "Agreement"), is entered into by and between Bella Sole Rejuvenation Spa, LLC, a Minnesota<sup>1</sup> limited liability company (the "Company") and Sunrise Banks, National Association as Escrow Agent hereunder ("Escrow Agent").

### RECITALS

- A. The Company is offering a minimum of \$50,000 (the "Minimum Amount") of Gross Profit Sharing Units ("Securities") and a maximum (the "Maximum Amount") of \$500,000 to subscribers (the "Subscriber(s)") at a minimum purchase price of \$1.00 (the "Offering");
- B. The Offering is intended to be exempt from registration under the Securities Act of 1933, as amended, by virtue of Section 3(a)(11) and Rule 147 promulgated thereunder and by virtue of the MNvest registration exemption, Section 80A.461 of the Minnesota Statutes (collectively, the "Offering Exemptions"); and
- C. In compliance with the requirements of the Offering Exemptions, the Company has engaged David V Duccini as a portal operator (the "Portal Operator") in connection with the Offering to provide an Internet website meeting the requirements of the Offering Exemptions (the "Portal") and the Company is providing for the escrow of subscription payments (the "Subscription Payments") received through the Portal in an escrow account (the "Escrow Account") until certain conditions have been met and the Company and Escrow Agent desire to enter into an agreement with respect thereto.

**NOW THEREFORE**, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their respective successors and assigns, hereby agree as follows:

### Definitions.

The following terms shall have the following meanings when used herein:

"Escrow Funds" shall mean the funds deposited in escrow with Escrow Agent pursuant to this Agreement.

"Final Escrow Closing Date" shall mean no earlier than September 8, 2021, unless prior to such date, the Company provides written notice to Escrow Agent of the extension of the Final Escrow Closing Date in accordance with the Offering Documents and applicable federal and state laws to a date no later than September 8, 2021<sup>2</sup>, in which case the Final Escrow Closing Date shall mean the extended date established by such extension. In the case of each such extension, the Company shall provide Escrow Agent with a written certification of the duly approved extended Final Escrow Closing Date that is signed on behalf of the Company by a duly authorized person so designated on Exhibit B hereto.

"Notice of Escrow Closing" shall mean a written certification in the form of Exhibit C hereto that is signed on behalf of the Company by a duly authorized person so designated on Exhibit B hereto, stating that the following conditions to closing on the Escrow Funds have been satisfied on or before the Final Escrow Closing Date:

- (i) the Company shall have received and accepted subscriptions for the Minimum Number of Securities in the Offering; and
- (ii) the Company is not subject to any stop order or other legal order prohibiting the Offering or the acceptance of the Subscription Payments.

"Notice of Failure of Escrow Closing" shall mean a written certification in the form of Exhibit D attached hereto that is signed on behalf of the Company by a duly authorized person so designated on Exhibit B hereto, stating that:

<sup>1</sup> Issuer must be organized under the laws of the state of Minnesota.

<sup>2</sup> Under MN Stat 80A.461, subd. 4(2).

- (i) the conditions to closing on the Subscription Payments being held in escrow have not been satisfied on or before the Final Escrow Closing Date;
- (ii) there has not been and will not be an escrow closing on the Subscription Payments; and
- (iii) directing Escrow Agent to return all Subscription Payments being held in the Escrow Account to the Subscribers.

“Offering Documents” shall mean the offering documents that have or will be provided to the Subscribers by the Company or the Portal Operator as required by the Offering Exemptions.

“Subscription Accounting” shall mean an accounting in spreadsheet format, prepared by the Company, indicating as of a particular date: (1) the unique identification number assigned to a Subscriber as part of the process of registration with the Portal, (2) the amount of the Subscription Payment(s) for the subscribed Securities, (3) the method of payment and date of deposit into the Escrow Account of the Subscription Payment relating thereto, including ACH information, and notations of any ACH return claims, (4) any withdrawal of any such subscription and by the Subscriber (if permitted), and (5) any rejection, cancellation or termination of any such subscription.

## **Appointment of and Acceptance by Escrow Agent; Effectiveness of Agreement.**

The Company hereby appoints Escrow Agent to serve as escrow agent hereunder, and Escrow Agent hereby accepts such appointment and agrees to act as Escrow Agent in accordance with the terms of this Agreement. Notwithstanding the earlier execution and delivery of this Agreement or anything in this Agreement to the contrary, this Agreement shall only become effective and binding on the parties as of the date that (a) the Company pays the fees of Escrow Agent under Section 11 hereunder; and (b) the effective period of the Offering shall have begun under the Offering Exemption and the Company shall have confirmed in writing the first day of such effective period to Escrow Agent.

## **Deposits into Escrow.**

- a. The Offering shall be conducted exclusively through the Portal. The Company shall at all times comply with the requirements of the Offering Exemptions in the conduct of the Offering, including the offer and sale of Securities, the provision of the Offering Documents to Subscribers, the collection of Subscription Payments, and the timing, form and content of instructions to Escrow Agent hereunder. The Company, and not Escrow Agent, shall be responsible for determining whether the Company has received subscriptions for the Minimum Number of Securities in the Offering, whether the aggregate amount of Securities purchased by a Subscriber will cause such Subscriber to exceed the investment limits of the Offering Exemptions, the residency or any other qualification of any Subscriber, and all other matters relating to the conduct of the Offering in compliance with the Offering Exemptions.
- b. The Company shall direct and shall ensure that the Portal shall direct all Subscribers to deliver all Subscription Payments directly to Escrow Agent for deposit into the Escrow Account. From time to time and upon request by Escrow Agent, the Company shall provide a Subscription Accounting to Escrow Agent.

Unless otherwise agreed to by Escrow Agent, in no event shall any Subscriber be permitted to make any Subscription Payment by credit card payment and Escrow Agent shall only accept ACH credits or such other forms of electronic payment as may be permitted by Escrow Agent in its sole discretion.

Subscription Payments shall be delivered to the Escrow Account in accordance with the instructions provided by Escrow Agent on or about the date of this Agreement. The Company shall ensure that the Portal functionality includes the ACH payment processing solution designated by Escrow Agent.

ALL FUNDS SO DEPOSITED SHALL REMAIN THE PROPERTY OF THE SUBSCRIBERS ACCORDING TO THEIR RESPECTIVE INTERESTS AND SHALL NOT BE SUBJECT TO ANY LIEN OR CHARGE BY ESCROW AGENT OR BY JUDGMENT OR CREDITOR'S CLAIMS AGAINST THE COMPANY OR THE PLATFORM OPERATOR UNTIL RELEASED TO THE COMPANY IN ACCORDANCE WITH SECTION 4 HEREOF. IN NO EVENT SHALL ANY OF THE ESCROW FUNDS BE COMMINGLED WITH DEPOSIT ACCOUNTS OF ESCROW AGENT OR OTHERWISE TREATED AS A DEPOSIT ACCOUNT OF ESCROW AGENT OR REFLECTED ON THE FINANCIAL STATEMENTS OF ESCROW AGENT.

- c. Notwithstanding anything to the contrary contained in this Agreement, the Company understands and agrees that all Subscription Payments received by Escrow Agent hereunder are subject to collection requirements of presentment and final

payment, and that the funds represented thereby cannot be drawn upon or disbursed until such time as final payment has been made and is no longer subject to dishonor. Upon receipt, Escrow Agent shall process each Subscription Payment it receives for collection, and the proceeds thereof shall be held as part of the Escrow Funds and disbursed in accordance with Sections 4 and 5 hereof. If, upon presentment for payment, any Subscription Payment is dishonored, Escrow Agent shall notify the Company of such dishonor.

d. Escrow Agent shall provide the Company with online access to view information relating to the Escrow Account.

## **Disbursement of Funds to the Company.**

- a. Escrow Closing. Upon or within five (5) business days of the receipt of a Notice of Escrow Closing from the Company, a Subscription Accounting and such other certificates, notices or other documents as Escrow Agent shall reasonably require, Escrow Agent shall disburse to the Company the Escrow Funds then held by Escrow Agent (after deducting amounts paid or payable to Escrow Agent pursuant to Section 10 and Section 11 hereof and deducting amounts under Section 4(c) hereof).
- b. Notwithstanding anything to the contrary herein provided, Escrow Agent shall be entitled to rely conclusively and without inquiry on any documents furnished to Escrow Agent by the Company which purport to be those documents contemplated by Section 4(a). Without limiting the foregoing, Escrow Agent shall have no duty or responsibility to review or seek to determine the truth, accuracy or sufficiency of any such documents. Escrow Agent shall have no duty to review any subscription agreement or Subscription Accounting, it being the understanding and agreement of the parties hereto that Escrow Agent shall disburse the Escrow Funds upon receipt of documents Escrow Agent believes, without any duty of further inquiry, to conform to the requirements set forth in Section 4(a).
- c. All disbursements to the Company pursuant to Section 4 shall be by wire transfer pursuant to wire instructions provided by the Company on or about the date hereof. All disbursements of Escrow Funds to the Company under Section 4 shall be made in U.S. Dollars and subject to the fees and claims of Escrow Agent and the Indemnified Parties (as defined below) pursuant to Section 10 and Section 11. In furtherance and not in limitation of the foregoing, from the disbursement to the Company under Section 4(a) hereof, Escrow Agent shall not disburse and shall hold in the Escrow Account all funds credited to the Escrow Account in the 60 days immediately prior to the delivery of the Notice of Escrow Closing and not otherwise returned to satisfy claims (including under Section 10(b) hereof) until the first business day following 61 days after delivery of the Notice of Escrow Closing.
- d. Notwithstanding the foregoing, Escrow Agent shall not disburse any Escrow Funds to the Company pursuant to Section 4(a) if Escrow Agent shall have received from the Company a Notice of Failure of Escrow Closing.

## **Return of Funds to Subscribers.**

- a. Failure to Reach Escrow Closing. If, by the date that is five (5) business days after the Final Escrow Closing Date, Escrow Agent shall not have received a Notice of Escrow Closing, then Escrow Agent shall (i) notify the Company in writing that the conditions set forth in Section 4(a) have not been satisfied, and (ii) as soon as practicable but no later than five (5) days following the Final Escrow Closing Date, return the Escrow Funds then held by Escrow Agent to the Subscribers in the same manner and to the same account from which the Escrow Funds originated or in a manner otherwise as determined by Escrow Agent, with each Subscriber receiving the amount of the Subscription Payment received from such Subscriber then held in the Escrow Account, without interest or deduction. If Escrow Agent shall at any time have received a Notice of Failure of Escrow Closing, Escrow Agent shall likewise return the Escrow Funds as described in Section 5(a)(ii). The Subscription Payment returned to each Subscriber shall be made in U.S. Dollars and be free and clear of any and all claims of the Company, the Portal Operator, or any of its respective creditors, including but not limited to, any and all fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 10 and Section 11.
- b. Rejection or Cancellation of Any Subscription. As soon as practicable but no later than five (5) business days after receipt by Escrow Agent of written notice from the Company that the Company has rejected or intends to reject a Subscriber's subscription (which shall be rejected in whole and not in part) or written notice from the Company that a Subscriber has cancelled or that the Company has cancelled such Subscriber's subscription (which may be cancelled in whole and not in part), Escrow Agent shall return to the applicable Subscriber the amount of the Subscription Payment received from such Subscriber then held in the Escrow Account or which thereafter clears the banking system.

- c. Abandonment or Termination of Offering; Insolvency of the Company or the Portal Operator. As soon as practicable but no later than five (5) business days after receipt by Escrow Agent of (i) notice from the Company that the Offering is being abandoned or terminated, or (ii) notice of the Company's or the Portal Operator's insolvency or bankruptcy, or the institution of bankruptcy, reorganization, insolvency, foreclosure, receivership, or liquidation proceedings by or against the Company or the Portal Operator and, if against the Company or the Portal Operator, such proceedings have, in the case of bankruptcy, reorganization, insolvency or liquidation, continued without termination for at least thirty (30) days and, in the case of foreclosure or receivership, continued without termination for at least thirty (30) days, then Escrow Agent shall, subject to applicable court orders, if any, return the Escrow Funds then held by Escrow Agent to the Subscribers the amount of the Subscription Payments received from such Subscribers then held in the Escrow Account, without interest or deduction. The Subscription Payment returned to each Subscriber shall be made in U.S. Dollars and be free and clear of any and all claims of the Company, the Portal Operator or any of their respective creditors, including but not limited to, any and all fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 10 and Section 11.
- d. In connection with a return of Subscription Payments to Subscribers pursuant to this Section 5, the Company shall provide Escrow Agent with a Subscription Accounting and such other certificates, notices or other documents as Escrow Agent shall reasonably require. Under no circumstances in connection with Escrow Agent's return of funds to Subscribers pursuant to this Section 5 shall a Subscriber receive from Escrow Agent less than the amount of all Subscription Payments made by the Subscriber.

## **Suspension of Performance or Disbursement Into Court.**

If, at any time, there shall exist any dispute between or among the Company, the Portal Operator, Escrow Agent, any Subscriber or any other person with respect to the holding or disposition of any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, or if at any time Escrow Agent is unable to determine, to Escrow Agent's reasonable satisfaction, the proper disposition of any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or if the Company has not within thirty (30) days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 8 hereof appointed a successor escrow agent to act hereunder, then Escrow Agent may, in its sole discretion, consult legal counsel selected by it and take either or both of the following actions:

- a. suspend the performance of any of its obligations under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor escrow agent shall have been appointed (as the case may be); or
- b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in Ramsey County, Minnesota or in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court all Escrow Funds without deduction for holding and disposition in accordance with the instructions of such court and Escrow Agent shall thereupon be discharged from all further duties under this Agreement.

Escrow Agent shall have no liability to the Company, the Portal Operator, any Subscriber or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of funds held in the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent.

## **Investment of Funds.**

Escrow Agent shall hold the Escrow Funds in a non-interest bearing demand deposit account maintained by Escrow Agent. The Escrow Funds shall not be invested in any other securities or accounts, including, without limitation, corporate equity or debt securities, repurchase agreements, bankers' acceptances, commercial papers, or municipal securities. Notwithstanding anything to the contrary herein provided, Escrow Agent shall have no duty by reason of this Agreement to prepare or file any Federal or state tax report or return with respect to the Escrow Account.

## **Resignation of Escrow Agent.**

Escrow Agent may resign from the performance of its duties hereunder at any time by giving thirty (30) days' prior notice to the Company. If, as of the effective date of such resignation, the Company has not appointed a successor escrow agent that has agreed in writing to such appointment, Escrow Agent shall return all Escrow Funds to Subscribers in accordance with Section 5(a)(ii). If, as of the effective date of such resignation, the Company has appointed a successor escrow agent that has agreed in writing to such appointment, Escrow Agent shall deliver to the Company and such successor escrow agent a full accounting of all Escrow Funds received, held and disbursed by Escrow Agent hereunder and shall deliver all Escrow Funds to the successor escrow agent. Upon the effectiveness of Escrow Agent's resignation, Escrow Agent shall be discharged from its duties and obligations under this Agreement, but shall not be discharged from any liability hereunder for actions taken as Escrow Agent hereunder prior to such resignation. After any Escrow Agent's resignation, the provisions of this Agreement shall continue to apply as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement, provided that any and all claims of Escrow Agent and the Indemnified Parties pursuant to Section 10 shall survive the termination of this Agreement or Escrow Agent's resignation. Any corporation or association into which Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of Escrow Agent's corporate trust line of business may be transferred, shall be Escrow Agent under this Agreement without further act.

## **Duty and Liability of Escrow Agent.**

Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The sole duty of Escrow Agent, other than as herein specified, shall be to receive the Escrow Funds and hold them subject to release, in accordance herewith. Escrow Agent shall have no duty to inquire or determine as to whether any person is complying with requirements of this Agreement or any applicable laws or regulations, including but not limited to federal or state securities laws, in connection with the Offering, including the depositing in the Escrow Account the Subscription Payments or the release of Escrow Funds pursuant to Section 4 or Section 5. Escrow Agent may conclusively rely upon and shall be protected in acting upon any statement, certificate, notice, request, consent, order or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, not only as to its due execution and the validity (including the authority of the person signing or presenting the same) and effectiveness of its provisions, but also as to the truth, sufficiency and acceptability of any information therein contained. Escrow Agent shall have no duty or liability to verify any such statement, certificate, notice, request, consent, order or other document, and its sole responsibility shall be to act only as expressly set forth in this Agreement and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein or provided to it pursuant to the express provisions hereof. Escrow Agent shall not be responsible for the sufficiency or accuracy of the form of, or the execution, validity, value or genuineness of, any document or property received, held or delivered by it hereunder, or of any signature or endorsement thereon, or for any lack of endorsement thereon, or for any description therein; nor shall Escrow Agent be responsible or liable to the other parties hereto or to anyone else in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any document or property or this Agreement. Escrow Agent shall have no responsibility with respect to the use or application of any Escrow Funds released by Escrow Agent pursuant to the provisions hereof. Escrow Agent shall have no duty to solicit any Subscription Payment which may be due to be paid into the Escrow Account or to confirm or verify the accuracy or correctness of any amounts delivered into the Escrow Account or the calculation of the Minimum Number or the Maximum Number. Escrow Agent shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement, provided that, if it does so institute or defend any such action, suit or proceeding, it shall first be indemnified to its satisfaction. Escrow Agent shall have no duty to enforce any obligation of any person to make any payment or delivery, or to direct or cause any payment or delivery to be made, or to enforce any obligation of any person to perform any other act. Escrow Agent shall be under no liability to the other parties hereto or to anyone else by reason of any failure on the part of any party hereto or any maker, guarantor, endorser or other signatory of any document or any other person to perform such person's obligations under any such document. Escrow Agent shall have no liability with respect to the transfer or distribution of any funds by Escrow Agent pursuant to wiring or transfer instructions provided to Escrow Agent by the Company or the Portal Operator or set forth in any Subscription Agreement. Except for this Agreement (including any instructions given to Escrow Agent pursuant to this Agreement), Escrow Agent shall not be obligated to recognize any agreement between, among or with any or all of the persons referred to herein, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof. Escrow Agent may consult counsel selected by it in respect of any question arising under this Agreement and Escrow Agent shall not be liable for any action taken or omitted in good faith upon advice of such counsel. The Company shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God,

strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Escrow Agent is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to the Escrow Funds, without determination by Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated unless such compliance is commenced following any appeal, order, injunction or other proceeding which stays the requirement of compliance with any such order, writ, judgment or decree. Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines in a final non-appealable decision that Escrow Agent's gross negligence or willful misconduct was the direct cause of any loss to the Company.

## **Indemnification of Escrow Agent; Limitation on Liability of the Company.**

- a. From and at all times after the date of this Agreement, the Company shall indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent, parent, subsidiary and affiliate, and any director, officer, employee, attorney or agent of any such parent or subsidiary or affiliate of Escrow Agent (collectively, the "Indemnified Parties") from and against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever, including without limitation reasonable attorneys' fees, costs and expenses, incurred by or asserted against any of the Indemnified Parties, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation the Company and the Portal Operator, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person (whether or not an Indemnified Party) under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such suit, action or proceeding or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the gross negligence or willful misconduct of such Indemnified Party. The Company further agrees to indemnify each of the Indemnified Parties for all costs, including without limitation reasonable attorney's fees, incurred by such Indemnified Parties in connection with the enforcement of the Company's indemnification obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the Company. The obligations of the Company under this Section 10 shall survive any termination of this Agreement and the resignation of Escrow Agent.
- b. In the event that Escrow Agent distributes Escrow Funds to the Company pursuant to this Agreement, and any Subscriber later has a claim to the return of funds which were distributed (including any ACH return claim), then, in addition to any other indemnification obligation of this Section 10, the Company shall indemnify Escrow Agent for any and all funds that Escrow Agent returns to the Subscribers in connection with such claim and any and all costs associated with returning those funds.

## **Fees and Expenses of Escrow Agent.**

Escrow Agent shall be entitled to compensation as described in Exhibit A attached hereto, at such time or times as set forth therein, for the services provided by Escrow Agent hereunder. The obligations of the Company under this Section 11 shall survive any termination of this Agreement and the resignation of Escrow Agent. The fees agreed upon for services rendered hereunder are intended as full compensation for Escrow Agent's services as contemplated by this Agreement; provided, however, that in the event Escrow Agent renders any material service not contemplated in this Agreement or there is any assignment of interest in the subject matter of this Agreement, or any material modification hereof, or if any material controversy arises hereunder, or Escrow Agent is made a party to any litigation pertaining to this Agreement, or the subject matter hereof, then Escrow Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable

attorney's fees, occasioned by any delay, controversy, litigation or event, and the same shall be recoverable from the Company. No fees and costs and expenses payable to Escrow Agent or an Indemnified Party under this Agreement shall be deducted, withheld or set off against the Escrow Funds, except upon disbursement of Escrow Funds to the Company pursuant to Section 4(a).

## **Representations and Warranties.**

The Company makes the following representations and warranties to Escrow Agent:

- a. It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- b. This Agreement has been duly approved by all necessary action required for its part, has been executed by its duly authorized persons, and constitutes its valid and binding agreement, enforceable in accordance with its terms.
- c. The execution, delivery, and performance by it of this Agreement will not violate, conflict with, or cause a default under its governing instruments, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture or other binding arrangement, including without limitation with respect to the Offering, to which it is a party or any of its property is subject.
- d. It hereby acknowledges that the status of Escrow Agent is that of agent only for the limited purposes set forth herein, and hereby represents and covenants that no representations or implications shall be made that Escrow Agent has investigated the desirability or advisability of investment in the Securities or has approved, endorsed or passed upon the merits of the investments therein (and the Offering Documents shall contain a statement to that effect) and that the name of Escrow Agent has not and shall not be used in any manner in connection with the offer or sale of the Securities other than to state that Escrow Agent has agreed to serve as agent for the limited purposes set forth herein.
- e. Each of the persons designated on Exhibit B hereto have been duly appointed to act as its respective authorized representatives hereunder and, individually and as authorized representatives, have full power and authority to execute and deliver any written notice, instruction or direction to amend, modify or waive any provision of this Agreement and to take any and all other actions including giving or confirming funds transfer instructions under this Agreement, all without further consent or direction from, or notice to, it or any other party provided that any change in designation of such authorized representatives shall be provided by written notice delivered to each party to this Agreement.
- f. Other than the Subscribers, no party other than the parties hereto has, or shall have, any lien, claim or security interest in the Escrow Funds or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof.
- g. It possesses such valid and current licenses, certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct its business, to enter into and perform this Agreement, and in respect of the Offering; it has not received any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such license, certificate, authorization or permit.
- h. All of its representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of Escrow Funds.

## **Security Advice Waiver.**

The Company acknowledges that to the extent regulations of the Office of the Comptroller of the Currency or other applicable regulatory entity grant it the right to receive brokerage confirmations for certain security transactions as they occur, the Company specifically waives receipt of such confirmations to the extent permitted by law. Escrow Agent will furnish the Company periodic cash transaction statements that include detail for all transactions made by Escrow Agent.



## **Identifying Information.**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Company acknowledges that a portion of the identifying information set forth herein is being requested by Escrow Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and the Company agrees to provide any additional information requested by Escrow Agent in connection with the Act or any similar legislation or regulation to which Escrow Agent is subject, in a timely manner. The Company represents and warrants that all identifying information provided to Escrow Agent, including any federal or state taxpayer identification number, is true and complete on the date hereof and will be true and complete at the time of any disbursement of Escrow Funds. The Company shall provide to Escrow Agent as requested such information relating to the Subscribers as may reasonably be required by Escrow Agent in connection with the Act or any similar legislation or regulation to which Escrow Agent is subject, in a timely manner.

## **Tax Reporting.**

Escrow Agent shall have no responsibility for the tax consequences of this Agreement and hereby advises each party to consult with independent counsel concerning any tax ramifications. The Company shall prepare and file all required tax filings with the IRS and any other applicable taxing authority. Further, the Company agrees to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement, (ii) request information from Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, all of which shall be the responsibility of the Company, and advise Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations, and (iii) indemnify and hold Escrow Agent harmless pursuant to Section 10 hereof from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Escrow Agent.

## **Consent to Jurisdiction and Venue.**

In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Agreement, the parties hereto agree that the courts in Ramsey County, Minnesota courts shall have sole and exclusive jurisdiction and shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of the courts specified herein and agree to accept service or process to vest personal jurisdiction over them in any of these courts.

## **Notice.**

Any notice and other communications hereunder shall be in writing and shall be deemed to have been validly served, given or delivered five (5) days after deposit in the United States mails, by certified mail with return receipt requested and postage prepaid, when delivered personally, one (1) day after delivery to any overnight courier, or when transmitted by facsimile transmission facilities, and addressed to the party to be notified as follows:

If to the Company at:

Bella Sole Rejuvenation Spa, LLC  
14410 12th Ave. N  
Plymouth, MN 55447  
Phone: 952-686-4885  
Fax:  
Attention: Jessica Peterson

If to Escrow Agent:

Sunrise Banks, National Association  
2300 Como Avenue  
Saint Paul, MN 55108  
Fax: (651) 259-6808  
Attention: Crowdfunding Escrow Services

or to such other address as a party may designate for itself by like notice.

## **Amendment or Waiver.**

This Agreement may be amended, changed, waived, discharged or terminated only by a writing signed by the Company and Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. This Agreement may not be assigned by any party without the prior written consent of the other parties.

## **Severability.**

To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## **Governing Law.**

This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Minnesota without giving effect to the conflict of laws principles thereof.

## **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties relating to the acceptance, collection, holding, investment and disbursement of the Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to

the Escrow Funds. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

## **Binding Effect.**

All of the terms of this Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of the Company and Escrow Agent.

## **Execution in Counterparts.**

This Agreement and any written notice may be executed in two or more counterparts, which, when so executed, shall constitute one and the same agreement or notice.

## **Termination.**

Upon the first to occur of the disbursement of all amounts in the Escrow Account pursuant to Section 4 or 5 hereof or deposit of all amounts in the Escrow Account into court pursuant to Section 6 hereof, this Agreement shall terminate and Escrow Agent shall have no further responsibilities whatsoever with respect to this Agreement or the Escrow Funds.

## **Publicity.**

No party will (a) use any other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify any other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of such other party.

## **WAIVER OF TRIAL BY JURY.**

EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR (2) IN ANY WAY IN CONNECTION WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES TO THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY SUCH PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES TO THIS AGREEMENT, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. EACH OF THE PARTIES HERETO HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT EACH HAS REVIEWED OR HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH ITS RESPECTIVE LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A CONSENT BY ALL PARTIES TO A TRIAL BY THE COURT.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and effective as of the date first above written.

**COMPANY:**

Bella Sole Rejuvenation Spa, LLC  
By: /s/ Jessica Peterson  
Name: Jessica Peterson  
Its: Chief Executive Officer

**ESCROW AGENT:**

**Sunrise Banks, National Association**  
By: /s/ Jason Scott  
Name: Jason Scott  
Its: VP – Regional Market Manager

**EXHIBIT A**  
**Compensation of Escrow Agent**  
**Schedule of Fees for Services as Escrow Agent**

**EXHIBIT B**

**Representatives:**

The following person(s) are hereby designated and appointed as Company representative under the Escrow Agreement (only one signature shall be required for any direction). No single Company representative may both give and confirm funds transfer instructions.

_____	_____	_____
Name	Specimen Signature	Telephone Number
_____	_____	_____
Name	Specimen Signature	Telephone Number

**EXHIBIT C**  
**Notice of Escrow Closing**

Date: [\_\_\_\_\_]

**VIA FACSIMILE AND U.S. MAIL**

Sunrise Banks, National Association  
2300 Como Avenue  
Saint Paul, MN 55108  
Fax: (651)259-6808  
Attention: Crowdfunding Escrow Services

Re: Bella Sole Rejuvenation Spa, LLC (the "Company") Notice of Escrow Closing

Dear Sir/Madam:

Reference is made to the Subscription Escrow Agreement dated as of \_\_\_\_\_ between the Company and Sunrise Banks, National Association, as escrow agent ("Escrow Agent"). Capitalized terms used herein shall have the meaning ascribed to such terms in the Subscription Escrow Agreement unless otherwise defined herein.

Please be advised that the following conditions have been satisfied:

- (i) the Company shall have received and accepted subscriptions for the Minimum Number of Securities in the Offering; and
- (ii) the Company is not subject to any stop order or other legal order prohibiting the Offering or the acceptance of Subscription Payments.

**ACCEPTED SUBSCRIPTIONS**

Attached hereto is a Subscription Accounting setting forth the Subscriptions Payments and subscriptions accepted by the Company as of the date of this notice.

In accordance with the Escrow Agreement, the Company hereby instruct you to disburse the Escrow Funds.

**WITHDRAWN, REJECTED OR CANCELLED SUBSCRIPTIONS**

You are hereby notified that all Subscriptions Agreements identified on the Subscription Accounting that were not accepted were withdrawn, rejected or canceled. The rejected, withdrawn and canceled subscriptions are shown with a \$0 in the "Accepted Amount Total" column on the Subscription Accounting. You are hereby instructed to return to the applicable Subscriber the amount of the Subscription Payment from such Subscriber being held in Escrow Account, without interest or deduction, as soon as practicable.

Please do not hesitate to call the undersigned with any questions or concerns you have regarding this notice of escrow closing.

Very Truly Yours,

/s/ Jessica Peterson

By: Jessica Peterson

Its: Chief Executive Officer



**EXHIBIT D**  
**Notice of Failure of Escrow Closing**

Date [\_\_\_\_\_]

**VIA FACSIMILE AND U.S. MAIL**

Sunrise Banks, National Association  
2300 Como Avenue  
Saint Paul, MN 55108  
Fax: (651)259-6808  
Attention: Crowdfunding Escrow Services

Re: Bella Sole Rejuvenation Spa, LLC (the "Company") Notice of Failure of Escrow Closing

Dear Sir/Madam:

Reference is made to the Subscription Escrow Agreement dated as of date.today between the Company and Sunrise Banks, National Association, as escrow agent ("Escrow Agent"). Capitalized terms used herein shall have the meaning ascribed to such terms in the Subscription Escrow Agreement unless otherwise defined herein.

Please be advised that:

- (1) the Offering was terminated on \_\_\_\_\_ (the "Final Escrow Closing Date"); and
- (2) the conditions to closing on the Subscription Payments being held in escrow have not been satisfied on or before the Final Escrow Closing Date; and
- (3) there has not been and will not be an escrow closing.

Please return all Subscription Payments being held in the Escrow Account to the Subscribers.

Please do not hesitate to call the undersigned with any questions or concerns you have regarding this Notice of Failure of Escrow Closing.

Very Truly Yours,

/s/ Jessica Peterson

By: Jessica Peterson

Its: Chief Executive Officer

**EXHIBIT H**  
**Portal Agreement**  
(actual and projected)  
(See attached)

## INTRASTATE INVESTMENT CROWDFUNDING PORTAL AGREEMENT

This Portal Agreement (the "Agreement"), is made and entered into on October 8, 2020 (the "Effective Date"), by and between Silicon Prairie Portal & Exchange LLC ("SPPX" or "Vendor") and Bella Sole Rejuvenation Spa, LLC ("Customer"). Each party to this Agreement may be referred to individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, SPPX provides an investment crowdfunding software platform which Customer will access under authorization from Vendor; and

WHEREAS, the Parties desire that SPPX make such platform and related services available to Customer under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

## Definitions

As used in this Agreement, the following terms shall have the following meaning:

- a. "**Content**" means the visual information, documents, software, products, and services contained or made available to Customer in the course of using the Service (as defined hereinafter).
- b. "**Customer User Account**" means the account maintained by Customer's users which includes any related login credentials and certain Customer Data provided or submitted by Customer's users in the course of using the Service.
- c. "**Customer Data**" means any data, information, or material provided or submitted by Customer or by third-party users in the course of using the Service.
- d. "**Intellectual Property Rights**" means any unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- e. "**SPPX Technology**" means all of SPPX's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by SPPX in providing the Service.
- f. "**Service(s)**" means SPPX's crowdfunding investment platform (the "Software Platform"), developed, operated, hosted, and maintained by SPPX, or ancillary online or offline products and services provided to Customer by SPPX, to which Customer is being granted access under this Agreement, including the SPPX Technology and the Content. The Services are further described in the documentation set forth in Appendix B.
- g. "**User(s)**" means Customer employees, representatives, consultants, contractors, agents, or prospective investors who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by SPPX at Customer's request).

## Provision of Services

- a. Subject to the terms and conditions set forth in this Agreement (including any appendices), during the term of this Agreement, SPPX agrees to provide the Services and provide authorization to Customer and its Users with access and rights to use the Services subject to the fees set forth on Appendix A, attached hereto.

- b. Appendix A may be modified by the mutual written consent of the parties, in a form expressly amending such Appendices, to expand, limit or otherwise modify the scope the Services provided hereunder.
- c. SPPX will not provide any front-end web hosting services on the Customer's website, but shall provide installation, maintenance, support, and other related hosting services to Customer as part of the Services and to be hosted on a subdomain of the Customer's website.
- d. Neither the execution of this Agreement nor anything in it shall obligate SPPX to furnish any services beyond those described within this Agreement.

## **Access to Software Platform and Restrictions**

- a. SPPX hereby authorizes Customer to access and use the Service, solely for Customer's own business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by SPPX.
- b. Customer may not access the Service for purposes of obtaining competitive advantages, including, but not limited to, monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

## **Customer Responsibilities**

- a. Customer is responsible for all activity occurring under Customer's User Accounts and shall abide by all applicable local, state, national, and foreign, laws, treaties and regulations in connection with Customer's use of the Service, including those related to data security and privacy, international communications, and the transmission of technical or personal data.
- b. Customer shall: (i) notify SPPX immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to SPPX immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer or Customer Users; and (iii) not impersonate another SPPX user or provide false identity information to gain access to or use the Service.
- c. Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.
- d. Customer shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.
- e. In connection with Customer's use of the Services on Customer's own front-end website, Customer's front-end materials, web pages, media, and graphics used in connection with the Services shall prominently indicate that Vendor is providing the back-end Services by using the phrasing "POWERED BY SILICON PRAIRIE ONLINE" alongside the SPPX logo, in a manner to be approved by Vendor prior to Customer's use of the Services with any third parties.

## **Account Information and Customer Data**

- a. Customer, not SPPX, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and SPPX shall not be responsible or liable for the deletion, correction, corruption, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of Customer's breach), SPPX will make available to Customer a file of the Customer Data within thirty (30) days of termination if Customer so requests at the time of termination.

- b. SPPX reserves the right to withhold, remove, and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for cause, Customer's right to access or use Customer Data immediately ceases, and SPPX shall have no obligation to maintain or forward any Customer Data.

## **Intellectual Property Ownership**

- a. SPPX (and its affiliated entities, where applicable) shall retain all right, title, and interest, including all related Intellectual Property Rights, in and to the SPPX Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or any other party relating to the Service.
- b. This Agreement is not a sale or license and does not convey to Customer any rights of ownership in or related to the Service, the SPPX Technology or the Intellectual Property Rights owned by SPPX. SPPX's name, SPPX's logo, and the product names associated with the Service are trademarks of SPPX or third parties, and no right or license is granted to use them.

## **Third Party Goods and Services**

- a. Customer may enter into correspondence with, and utilize the services from, third party service providers whose services are embedded into, or linked from, our Service offering. Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between Customer and the applicable third party. SPPX shall have no liability, obligation, or responsibility for any such correspondence, purchase, or utilization between Customer and any such third party. SPPX does not endorse any sites on the Internet that are linked through the Service. In no event shall SPPX be responsible for any content, products, or other materials on or available from such sites.
- b. Customer acknowledges that certain third party providers of ancillary software, hardware, or services may require Customer's agreement to additional or different license or other terms prior to Customer's use of or access to such software, hardware or services.

## **Term and Termination**

- a. This Agreement is effective as of the Effective Date and will remain in effect until terminated by SPPX or Customer within 30 days' notice.
- b. SPPX may terminate Customer's access to all or any part of the Services at any time, with or without cause, with or without notice, with immediate effect.
- c. Any breach of Customer's payment obligations or unauthorized use of the SPPX Technology or Service will be deemed a material breach of this Agreement. SPPX, in its sole discretion, may terminate Customer's password, account or use of the Service if Customer breaches or otherwise fails to comply with this Agreement.

## **Payment of Fees**

- a. Customer shall make payment to SPPX for the Services at the rates and terms agreed to in Appendix A of this Agreement.
- b. All payment obligations are non-cancelable and all amounts paid are nonrefundable. Customer shall provide SPPX with valid credit card, cash, check, crypto-currency or other approved payment information as a condition to signing up for the Service.
- c. SPPX will issue an invoice to Customer as set forth in Appendix A. SPPX's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only U.S. (federal or state) taxes based solely on SPPX's income.

- d. Customer agrees to provide SPPX with complete and accurate billing and contact information. This information includes Customer's legal company name, street address, email address, and name and telephone number of an authorized billing contact. Customer agrees to update this information within thirty (30) days of any change to it. If the contact information Customer has provided is false or fraudulent, SPPX reserves the right to terminate or suspend Customer's access to the Service in addition to any other legal remedies.
- e. If Customer believes its invoice is incorrect, Customer must contact SPPX in writing within sixty (60) days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

## **Nonpayment and Suspension**

- a. In addition to any other rights granted to SPPX herein, SPPX reserves the right to suspend or terminate this Agreement and Customer's access to the Service if Customer fails to timely pay Vendor as set forth in this Agreement. Customer will continue to be charged during any period of suspension. If Customer or SPPX terminates this Agreement, Customer will be obligated to pay all remaining amounts owed to SPPX in accordance with Sections 8 and 9 above.
- b. SPPX reserves the right to impose additional fees in the event Customer is suspended and thereafter requests reinstated access to the Service.

## **Representations and Warranties, Indemnification, and Disclaimers**

- a. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. SPPX represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with Appendix B under normal use and circumstances.
- b. Customer represents and warrants that Customer has not falsely identified Customer nor provided any false information to gain access to the Service and that Customer's billing information is correct.
- c. Customer shall indemnify, defend, and hold SPPX and its parent organizations, subsidiaries, affiliates, officers, governors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by Customer of Customer's representations and warranties; or (iii) a claim arising from the breach by Customer or Customer Users of this Agreement, provided in any such case that SPPX (a) gives written notice of the claim promptly to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally releases SPPX of all liability and such settlement does not affect SPPX's business or Service); (c) provides to Customer all available information and assistance; and (d) has not compromised or settled such claim.
- d. SPPX shall indemnify, defend, and hold Customer and Customer's parent organizations, subsidiaries, affiliates, officers, directors, governors, managers, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by SPPX of its representations or warranties; or (iii) a claim arising from breach of this Agreement by SPPX; provided that Customer (a) promptly gives written notice of the claim to SPPX; (b) gives SPPX sole control of the defense and settlement of the claim (provided that SPPX may not settle or defend any claim unless it unconditionally releases Customer of all liability); (c) provides to SPPX all available information and assistance; and (d) has not compromised or settled such claim. SPPX shall have no indemnification obligation, and Customer shall indemnify SPPX pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Customer products, service, hardware or business process(s).
- e. SPPX MAKES NO OTHER REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. SPPX DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY

STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY SPPX.

- f. SPPX'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SPPX IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## **Limitation of Liability**

- a. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth above may not apply to Customer.

## **Local Laws and Export Control; Securities Compliance**

SPPX makes no representation that the Service is appropriate or available for use in other locations. Customer is solely responsible for compliance with all applicable laws, including all securities state and federal securities laws, and without limitation export and import regulations of other countries.

## **Notice**

SPPX may give notice by means of a general notice on the Service, email to Customer address on record in SPPX's account information, or by written communication sent by first class mail or pre-paid post to Customer address on record in SPPX's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Customer may give notice to SPPX (such notice shall be deemed given when received by SPPX) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to SPPX at the following address:

Silicon Prairie Portal & Exchange LLC  
Attn: David V Duccini  
475 Cleveland Ave Suite 315  
St. Paul, MN 55104



## Modification to Terms

SPPX reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon the posting of an updated version of this Agreement on the Service. Customer is responsible for regularly reviewing this Agreement. Continued use of the Service following a period of thirty (30) days after any such changes shall constitute Customer's consent to such changes.

## Assignment; Change in Control

This Agreement may not be assigned by Customer without the prior written approval of SPPX, which shall not be unreasonably withheld, but may be assigned without Customer's consent by SPPX to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a direct competitor of SPPX directly or indirectly owning or controlling 50 percent or more of Customer shall entitle SPPX to terminate this Agreement for cause immediately upon written notice.

## General

1. This Agreement shall be governed by Minnesota law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Hennepin County, State of Minnesota.
2. No text or information set forth on any other purchase order, preprinted form, or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and SPPX as a result of this agreement or use of the Service. The failure of SPPX to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by SPPX in writing. This Agreement comprises the entire agreement between Customer and SPPX and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

**IN WITNESS WHEREOF**, the parties have executed this Portal Agreement as of the Effective Date.

**SILICON PRAIRIE PORTAL & EXCHANGE ("SPPX"):**

**BY:** /s/ David V Duccini

Name: David V Duccini  
Title: Founder and CEO

**CUSTOMER:** Bella Sole Rejuvenation Spa, LLC

**By:** /s/ Jessica Peterson

Name: Jessica Peterson  
Title: Chief Executive Officer

**APPENDIX A**  
**Schedule of Fees\***

**CUSTOMER SETUP AND USE OF THE PORTAL**

**Setup Fee: \$2,500 (includes up to 10 hours of on-boarding consulting)**

<b><u>RAISE</u></b>	<b><u>FIXED FEE</u></b>
<b><u>UP TO 12 MONTHS</u></b>	<b><u>RANGE</u></b>

\$0 - \$100K	\$5,000
\$100K - \$200K	\$10,000
\$200K - \$300K	\$15,000
\$300K - \$400K	\$20,000
\$400K - \$500K	\$25,000
\$500K - \$600K	\$30,000
\$600K - \$700K	\$35,000
\$700K - \$800K	\$40,000
\$800K - \$900K	\$45,000
\$900K - \$1.0M	\$50,000
\$1.0M - \$1.1M	\$55,000
\$1.1M - \$1.2M	\$60,000
\$1.2M - \$1.3M	\$65,000
\$1.3M - \$1.4M	\$70,000
\$1.4M - \$1.5M	\$75,000
\$1.5M - \$1.6M	\$80,000
\$1.6M - \$1.7M	\$85,000
\$1.7M - \$1.8M	\$90,000
\$1.8M - \$1.9M	\$95,000
\$1.9M - \$2.0M	\$100,000

\* SPPX reserves the right to discount fee based on the length of time that the securities are offered on the portal (pursuant to Minn 80A.461).

**APPENDIX B**  
**Description / Documentation of Services**

Investment Crowdfunding Portal Hosting Package, Investor Residency Verification, Investment Tracking, and all other services as may be necessary.

**APPENDIX C**  
**FBO Account Authorization Letter**

Bella Sole Rejuvenation Spa, LLC (“Customer”) hereby Authorizes Silicon Prairie Holdings, Inc. (“SPPX”) to initiate the creation of a bank account (the “FBO Account”) for the benefit of Customer at Sunrise Banks (“Bank”), pursuant to that certain Third Party Sender ACH Agreement between SPPX and Bank dated July 21, 2017, in order to collect amounts contributed from investors to Customer to be held in escrow for the benefit of Customer. This authorization shall remain in full force and effect until SPPX has received written notification from Customer of its termination in such time and in such manner as to afford SPPX a reasonable opportunity to act on such notification.

ASSIGNMENT. Customer hereby assigns to SPPX its rights and management of the FBO Account during the term of the engagement, which is defined as commencing from the effective date of the Offering with the Minnesota Department of Commerce and concluding at the final close of its Offering. Customer expressly authorizes SPPX to add its name to such agreement as an FBO.

DISBURSEMENT. Customer understands that no funds can be disbursed until two conditions have been satisfied:

- 1 The Customer raises its stated minimum amount as documented in its filing with Commerce, and
- 2 The Customer has accepted signed subscription agreements, including via e-signature, from each of its investors.

SPPX will aid in the collection of signed subscription agreements and verify receipt prior to the disbursements of any funds from the escrow account. Signed subscription agreements can be obtained through the portal using e-signatures. Customer will be responsible for placing a digital signature on file with SPPX to be used for the sole and express purpose of countersigning subscription agreements on Customer’s behalf.

Customer understands that all funds disbursed will be subject to transfer via an approved payment method, including but not limited to ACH, bank draft or wire transfer and will be subject to any fees required per method, to be deducted from funds held in escrow.

RECESSION. Customer understands that investors have the right to rescind their investment pledges up to 48 hours prior to the close of the offering and receive a full refund of all funds without fee.

CHARGEBACKS. Customer understands that investors who fund their escrow pledges via ACH can refute such transactions (“CHARGEBACK”) for up to 60 days. In the event an investor initiates an ACH chargeback, Customer understands funds in the equivalent amount may be held back until the matter is cured at Customer’s expense.

RELEASE. Customer hereby further agrees to release, indemnify and hold harmless SPPX as administrator of the FBO Account from any claim or demand arising out of the administration of the FBO Account.

## COMPLIANCE AND RECORD-KEEPING

Customer agrees:

- (i) To be bound by the Rules of the National Automated Clearing House Association (“Rules”);
- (ii) To assume the obligations and make the representation and warranties of an “Originator,” a “Third Party Service Provider” and/or a “Third Party Sender,” as the case may be and as such terms are defined under the Rules;
- (iii) To receive and maintain proper authorization from the “Receiver” for each “Entry” initiated on behalf of the Customer, as such terms are defined under the Rules;
- (iv) To be exposed to a limit and be subject to procedures for Third Party Sender to review and adjust the exposure limit periodically; and
- (v) To allow Third Party Sender to conduct regular audits of the Customer.

**EXHIBIT I**  
**Advertisement**  
(actual and projected)  
(See attached)

# Bella Sole Rejuvenation Spa

Bella Sole , a start-up rejuvenation spa in the western suburbs, is excited to offer gross profit units to ALL Minnesotan's (accredited and non-accredited) through Silicon Prairie Portal.



If you are a resident of MN, this is your chance to join us and our community with a unique profit sharing opportunity in our new business!

Visit [sppx.io](http://sppx.io) today to see if this investment is right for you.

*This advertisement is for informational purposes only. This offering is being made under the amendment to the Minnesota Securities Act (Minnesota Statutes, section 80A.461) and is directed at Minnesota residents only. All actual offers and sales will be made through the MNvest portal Silicon Prairie at [sppx.io](http://sppx.io). The Department of Commerce is the securities regulator in Minnesota. This advertisement is not the offer.*

**EXHIBIT J**  
**Notice Filing Form**  
(See attached)



## MNvest Issuer Notice Form

This form is for use by MNvest issuers to file notice of a MNvest offering with the Minnesota Department of Commerce. MNvest issuers completing this form must carefully review and comply with Minnesota Statute 80A.461 and Minnesota Rules 2876.3050 – 2876.3060.

### Issuer Information

Name of Issuer: Bella Sole Rejuvenation Spa, LLC

Address: 14410 12th Ave. N

Plymouth, MN 55447

Telephone: 952-686-4885

Email: bellasolespa@gmail.com

Issuer's website: bellasolespa.com

### Contact to whom communications regarding this Notice should be directed:

Name: Zachary J. Robins

Address: 100 South 5th Street, Suite 1400

Minneapolis, MN 55402

Telephone: (612) 672-3709

Email: zrobins@MesserliKramer.com

### Offering Information<sup>1</sup>

Identify the broker-dealer or MNvest portal that will be used to offer the issuer's securities:

David V Duccini

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<sup>1</sup>See Minnesota Statute 80A.461, Subd. 3 when completing this section.

Does the MNvest issuer also intend to act as portal operator?<sup>2</sup>  Yes  No  
(If yes, the issuer must register as a portal operator before commencing with the offering.)

Amount to be offered: \$500,000 in Gross Profit Sharing Units

Minimum amount to be raised: \$50,000

Explain how the stated minimum offering will be sufficient to implement the issuer's business plan (attach additional pages if necessary):

**When the investments are received by the Company, we will be able to fund our growth plans, the particulars of which are more fully elaborated in Exhibit A of the Investor Package**

Offering Commencement Date: September 8, 2020

Offering Expiration Date: September 8, 2021

Name and contact information of Bank or Depository Institution (Escrow Agent) in which investor funds shall be deposited<sup>3</sup>:

Sunrise Banks

200 University Avenue West Suite 200, Saint Paul, MN 55103

ATTN: Nate Koenig neate.koenig@sunrisebanks.com 651-259-2275

## Disqualifications

The MNvest issuer affirms that it has:

1. reviewed the disqualification provisions of Minn. Stat. 80A.461 Subd. 9(a); and
2. undertaken the inquiries needed to establish, under Minn. Stat. 80A.461, subd. 9(b)(4), that the issuer has no reason to know that a disqualification exists.

JP (Enter initials of person signing this form)

## Additional Information

Please include the following with your submission:

- A copy of the issuer's disclosure document including all information required under Minnesota Statute 80A.461 Subd. 4. The disclosure document filed with the Department should include, as a cover page, the MNvest Offering Disclosure Guide provided on pages 4-5 of this form.

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<sup>2</sup>See Minnesota Statute 80A.461, Subd. 1(d)

<sup>3</sup>See Minnesota Statute 80A.461, Subd. 3(8) and Minnesota Rule 2876.30515.

- A copy of a representative example of advertising that the MNvest Issuer intends to use to promote this offering or solicit prospective purchasers.
- A copy of the issuer's balance sheet and income statement as required by Minnesota Statute 80A.461 Subd. 3(4).
- A filing fee of \$300, made payable to the Minnesota Department of Commerce

The undersigned represents that the issuer understands the conditions that must be satisfied to be entitled to the MNvest Securities Registration Exemption and understands that the issuer claiming the availability of this exemption has the burden of establishing that these conditions have been satisfied. The issuer has read this Notice and knows the contents to be true and has authorized the undersigned to sign this form on the issuer's behalf.

The undersigned affirms that to the best of his or her knowledge, information, and belief the statements made on this form are true.

**Jessica Peterson**  
 Representative of Issuer (Print Name)  
/s/ Jessica Peterson  
 (Signature)

**Chief Executive Officer**  
 (Title)  
September 8, 2020  
 (Date)

**Filing Instructions:** Issuers relying on the MNvest Securities Registration Exemption must submit this form and accompanying documents to the Minnesota Department of Commerce a minimum of ten (10) days prior to any offer or sale of a security that relies on this exemption. The form and all accompanying documents should be emailed to [Securities.Commerce@state.mn.us](mailto:Securities.Commerce@state.mn.us) with "MNvest notice" in subject line, or mailed to the Minnesota Department of Commerce at the below address:

Minnesota Department of Commerce  
 Securities Section  
 85 7<sup>th</sup> Place East, Suite 500  
 Saint Paul, MN 55101

### MNvest Offering Disclosure Guide

**Pursuant to §80A.461 Subd. 4, issuers relying on the MNvest Securities Registration Exemption must create a disclosure document that contains the information and notices detailed below. A complete copy of the disclosure document must be made available through the MNvest portal to each prospective purchaser. Please list the page numbers of the disclosure document that include the information below.**

1. The MNvest issuer's type of entity, the address and telephone number of its principal office, its formation history for the previous five years, a summary of the material facts of its business plan and its capital structure, and its intended use of the offering proceeds, including any amounts to be paid from the proceeds of the MNvest offering, as compensation or otherwise, to an owner, executive officer, director, governor, manager, member, or other person occupying a similar status or performing similar functions on behalf of the MNvest issuer.

*Applicable page numbers within Disclosure Document: Exhibit A, coverage*

2. The MNvest offering must stipulate the date on which the offering will expire, which must not be longer than 12 months from the date the MNvest offering commenced.

*Applicable page numbers within Disclosure Document: Introduction to Investor Package, coverage*

3. A copy of the escrow agreement between the escrow agent, the MNvest issuer, and, if applicable, the portal operator, as described in subdivision 3, clause (8).

*Applicable page numbers within Disclosure Document: Exhibit G (all)*

4. The financial statements required under Minnesota Statute, section 80A.461 subdivision 3, clause (4).

*Applicable page numbers within Disclosure Document: Exhibit F (all)*

5. The identity of all persons owning more than ten percent of any class of equity interests in the company.

*Applicable page numbers within Disclosure Document:* **Exhibit B, Summary of Terms**

6. The identity of the executive officers, directors, governors, managers, members, and other persons occupying a similar status or performing similar functions in the name of and on the behalf of the MNvest issuer, including their titles and their relevant experience.

*Applicable page numbers within Disclosure Document:* **Exhibit A, (Corporate Governance)**

7. The terms and conditions of the securities being offered, a description of investor exit strategies, and of any outstanding securities of the MNvest issuer; the minimum and maximum amount of securities being offered; either the percentage economic ownership of the MNvest issuer represented by the offered securities, assuming the minimum and, if applicable, maximum number of securities being offered is sold, or the valuation of the MNvest issuer implied by the price of the offered securities; the price per share, unit, or interest of the securities being offered; any restrictions on transfer of the securities being offered; and a disclosure that any future issuance of securities might dilute the value of securities being offered.

*Applicable page numbers within Disclosure Document:* **Exhibit B (all)**

8. The identity of and consideration payable to a person who has been or will be retained by the MNvest issuer to assist the MNvest issuer in conducting the offering and sale of the securities, including a portal operator, but excluding (i) persons acting primarily as accountants or attorneys, and (ii) employees whose primary job responsibilities involve operating the business of the MNvest issuer rather than assisting the MNvest issuer in raising capital.

*Applicable page numbers within Disclosure Document:* **Exhibit H (Appx A)**

9. A description of any pending material litigation, legal proceedings, or regulatory action involving the MNvest issuer or any executive officers, directors, governors, managers, members, and other persons occupying a similar status or performing similar functions in the name of and on behalf of the MNvest issuer.

*Applicable page numbers within Disclosure Document:* **N/A (No Pending Legal Matters)**

10. A statement of the material risks unique to the MNvest issuer and its business plans.

*Applicable page numbers within Disclosure Document:* **Exhibit C (all)**

11. A statement that the securities have not been registered under federal or state securities law and that the securities are subject to limitations on resale.

*Applicable page numbers within Disclosure Document:* **Investor Package, Introduction**

12. The following legend must be displayed conspicuously in the disclosure document:

“IN MAKING AN INVESTMENT DECISION, PURCHASERS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR DIVISION OR OTHER REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED BY SUBSECTION (e) OF SEC RULE 147 (CODE OF FEDERAL REGULATIONS, TITLE 17, PART 230.147 (e)) AS PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. PURCHASERS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

SALES WILL BE MADE ONLY TO RESIDENTS OF MINNESOTA. OFFERS AND SALES OF THESE SECURITIES ARE MADE UNDER AN EXEMPTION FROM FEDERAL REGISTRATION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. FOR A PERIOD OF SIX MONTHS FROM THE DATE OF THE SALE BY THE ISSUER OF THE

SECURITIES, ANY RESALE OF THE SECURITIES (OR THE UNDERLYING SECURITIES IN THE CASE OF CONVERTIBLE SECURITIES) SHALL BE MADE ONLY TO PERSONS RESIDENT WITHIN MINNESOTA. ANY RESALE OF THESE SECURITIES MUST BE REGISTERED OR EXEMPT PURSUANT TO THIS CHAPTER.”

*Applicable page numbers within Disclosure Document:* **Investor Package, Introduction**


13. The following legend must be displayed conspicuously on the certificate or other document, if applicable, evidencing the security stating that:

“OFFERS AND SALES OF THESE SECURITIES WERE MADE UNDER AN EXEMPTION FROM FEDERAL REGISTRATION AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. FOR A PERIOD OF SIX MONTHS FROM THE DATE OF THE SALE BY THE ISSUER OF THESE SECURITIES, ANY RESALE OF THESE SECURITIES (OR THE UNDERLYING SECURITIES IN THE CASE OF CONVERTIBLE SECURITIES) SHALL BE MADE ONLY TO PERSONS RESIDENT WITHIN MINNESOTA. ANY RESALE OF THESE SECURITIES MUST BE REGISTERED OR EXEMPT PURSUANT TO THIS CHAPTER.”

*Applicable page numbers within Disclosure Document:* **Investor Package, Introduction**

14. Per MN Rules §2876.3055, MNvest issuers must take reasonable steps to ensure that purchasers’ financial and personal information is properly secured. Reasonable steps include, at a minimum, a written cybersecurity policy that outlines the MNvest issuer’s policies and procedures. Please carefully review the complete Rule for specific requirements.

*Applicable exhibit and webpage reference:* **[bellasolespa.com/cyber](https://bellasolespa.com/cyber)**

By:  \_\_\_\_\_

Jessica J. Peterson, Founder

**EXHIBIT K**  
**Cyberpolicy**

Can be found at [bellasolespa.com/cyber](http://bellasolespa.com/cyber)