As confidentially submitted to the Securities and Exchange Commission on July 11, 2014. This draft registration statement has not been publicly filed with the Securities and Exchange Commission and all information herein remains strictly confidential.

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

The Joint Corp.

(Exact name of Registrant as specified in its charter)

Delaware	**8093**	**90-0544160**
(State or other jurisdiction of incorporation or organization)	**(Primary Standard Industrial Classification Code Number)**	**(I.R.S. Employer Identification Number)**

16767 N. Perimeter Drive, Suite 240
Scottsdale, AZ 85260
(480) 245-5960
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

John B. Richards
Chief Executive Officer
16767 N. Perimeter Drive, Suite 240
Scottsdale, AZ 85260
(480) 245-5960
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Craig P. Colmar, Esq. **Michael Bonn, Esq.** **Johnson and Colmar** **2201 Waukegan Road, Suite 260** **Bannockburn, Illinois 60015** **(312) 922-1980**	**Ivan K. Blumenthal, Esq.** **Merav Gershtenman, Esq.** **Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.** **666 Third Avenue** **New York, New York 10017** **(212) 935-3000**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a

smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☑
Non-accelerated filer ☐ (Do not check if a smaller reporting company)	Smaller reporting company ☐

TABLE OF CONTENTS

Calculation of Registration Fee

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price[1]	Amount of Registration Fee[2]
Common Stock, $0.001 par value per share	$	$
Representative's Warrants to Purchase Common Stock[3]	—	—
Common Stock Underlying Representative's Warrants[4]	$	$
Total Registration Fee	$	$

(1) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933. Includes offering price of shares that the underwriters have the option to purchase to cover over-allotments, if any. Pursuant to Rule 416 under the Securities Act of 1933, as amended, the shares of common stock registered hereby also include an indeterminate number of additional shares of common stock as may from time to time become issuable by reason of stock splits, stock dividends, recapitalizations or other similar transactions.

(2) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate offering price of the securities registered hereunder to be sold by the registrant. The filing fee is not being submitted with this confidential submission as a result of guidance provided by the Securities and Exchange Commission on the Jumpstart Our Business Startups Act of 2012.

(3) No registration fee pursuant to Rule 457(g) under the Securities Act.

(4) Estimated solely for the purposes of calculating the registration fee pursuant to Rule 457(g) under the Securities Act. The warrants are exercisable at a per share exercise price equal to 125% of the public offering price.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall hereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

TABLE OF CONTENTS

The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS

Subject to Completion

Preliminary Prospectus dated July 11, 2014

Shares

Common Stock

This is the initial public offering of shares of our common stock. We are offering all of the shares of common stock offered by this prospectus.

We expect the public offering price to be between $ and $ per share. Currently, no public market exists for the shares. After pricing of the offering, we expect that the shares of common stock will be listed on The NASDAQ Global Market under the symbol "JYNT." No assurance can be given that our application will be approved.

We are an "emerging growth company" as defined in the Jumpstart Our Business Startups Act of 2012 and will be reporting in accordance with the reduced public company reporting requirements permitted thereby. See "Implications of Being an Emerging Growth Company" beginning on page 11.

Investing in our common stock involves a high degree of risk. See "Risk Factors" beginning on page 14 of this prospectus for a discussion of information that should be considered in connection with an investment in our common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Share	Total
Public offering price	$	$
Underwriting discounts and commissions[1]	$	$
Proceeds, before expenses, to us	$	$

(1) The underwriters will receive compensation in addition to the underwriting discounts and commissions. See "Underwriting" beginning on page 71.

We have granted a 45-day option to the underwriters to purchase up to an additional shares from us at the public offering price, less the underwriting discounts and commissions, to cover over-allotments, if any.

Delivery of the shares will be made on or about , 2014.

Feltl and Company

The date of this prospectus is , 2014.

TABLE OF CONTENTS

Neither we nor the underwriters have authorized anyone to provide you with information that is different from that contained in this prospectus or in any free writing prospectus we may authorize to be delivered or made available to you. When you make a decision about whether to invest in our common stock, you should not rely upon any information other than the information in this prospectus or in any free writing prospectus that we may authorize to be delivered or made available to you. Neither the delivery of this prospectus nor the sale of our common stock means that the information contained in this prospectus or any free writing prospectus is correct after the date of this prospectus or such free writing prospectus. This prospectus is not an offer to sell or the solicitation of an offer to buy the shares of common stock in any circumstances under which the offer or solicitation is unlawful.

TABLE OF CONTENTS

ABOUT THIS PROSPECTUS

Industry and Market Data and Forecasts

This prospectus contains industry and market data, forecasts and projections that are based on internal data and estimates, independent industry publications, reports by market research firms or other published independent sources. In particular, we have obtained information regarding the chiropractic industry, including sales and revenue growth in the chiropractic industry, from *First Research*, a national consulting market research firm and *Chiropractic Economics,* a print and online chiropractic industry news and research source. Other industry and market data included in this prospectus are from internal analyses based upon data available from known sources or other proprietary research and analysis.

We believe these data to be reliable as of the date of this prospectus, but there can be no assurance as to the accuracy or completeness of such information. We have not independently verified the market and industry data obtained from these third-party sources. Our internal data and estimates are based upon information obtained from trade and business organizations, other contacts in the markets in which we operate and our management's understanding of industry conditions. Though we believe this information to be true and accurate, such information has not been verified by any independent sources. You should carefully consider the inherent risks and uncertainties associated with the market and other industry data contained in this prospectus.

Trademarks, Trade Names and Service Marks

"The Joint… the Chiropractic Place" is our trademark, registered in February of 2011, under the registration number 3922558. We also registered the words, letters, and stylized form of service mark, "The Joint… the Chiropractic Place" in April of 2013 under registration number 4323810. Each trademark, trade name or service mark of any other company appearing in this prospectus belongs to its holder.

Other Important Introductory Information

Unless otherwise indicated by the context, references to the "company," "our," "we," "us" and similar terms refer to The Joint Corp.

In this prospectus we use various industry-specific terms. A brief explanation of some of those terms follows. An "adjustment" is the specific manual manipulation of vertebrae and extremities which have become misaligned or which evidence abnormal movement patterns or fail to function properly. "Chiropractic" is a non-invasive approach to health restoration, maintenance and disease resistance. As a natural health-care method, chiropractic does not utilize drugs or surgical procedures. "Maintenance therapy" is defined as a treatment plan that seeks to prevent disease, promote health, and prolong and enhance the quality of life, or therapy that is performed to maintain or prevent deterioration of a chronic condition that is reflected in a misalignment. "Subluxations" are misalignments of the spine that chiropractic adjustments seek to correct.

PROSPECTUS SUMMARY

This summary highlights information contained elsewhere in this prospectus. Because it is a summary, it does not contain all of the information that you should consider before investing in our common stock. You should read and carefully consider this entire prospectus before making an investment decision, especially the information presented under the headings "Risk Factors," "Cautionary Note Regarding Forward-Looking Statements," "Important Introductory Information" and our financial statements and the notes relating to the financial statements included elsewhere in this prospectus. We present EBITDA as a supplemental measure to help us describe our operating performance. EBITDA is a non-GAAP financial measure commonly used in our industry and should not be construed as an alternative to net (loss) income (as determined in accordance with generally accepted accounting principles in the United States, or GAAP) or as a better indicator of operating performance. Other companies in our industry may calculate EBITDA differently than we do. Please refer to note (1) to "Summary Financial Data" for a reconciliation of our net (loss) income to EBITDA and a more thorough discussion of our use of EBITDA in this prospectus.

Our Company

We are the largest franchisor of chiropractic clinics that operate on a non-insurance, cash-based model in the United States. We seek to be the leading provider of chiropractic care in the markets we serve and to become the most recognized brand in our industry through the rapid and focused expansion of chiropractic clinics in key markets throughout North America and abroad.

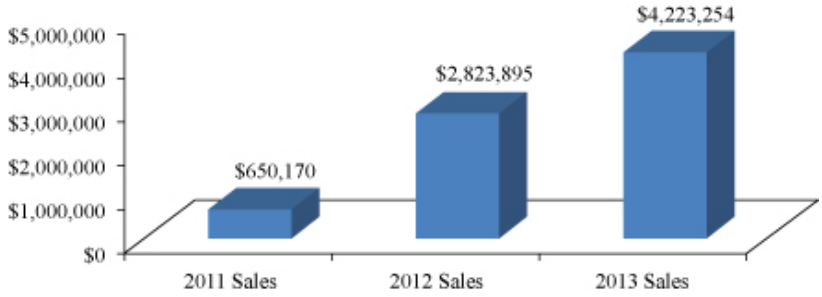
Our mission is to improve quality of life through routine chiropractic care. We seek to accomplish this by making quality care readily available and affordable. We have created a growing network of 215 modern, consumer-friendly chiropractic clinics operated by franchisees that employ only licensed chiropractors. We believe we have priced our services below industry standard pricing for similar services and below most insurance co-payment levels. We believe we can translate our demonstrated franchisee growth and our senior management's experience in developing other well-known specialty retail concepts to successfully develop and profitably operate company-owned clinics.

Our locations have been selected to be visible, accessible and convenient. We offer a welcoming, consumer-friendly experience that attempts to redefine the chiropractic doctor/patient relationship. Our clinics are open longer hours than many of our competitors and our patients do not need appointments. We operate a "cash" business. We do not accept insurance and we do not provide Medicare covered services. Our independence from third-party reimbursement and related administrative requirements makes us attractive to chiropractic doctors who desire to focus their practice principally on patient care and to minimize the administrative burdens of traditional insurance reimbursement-based practices. We believe that increasing awareness of the availability of our pricing at a significant discount to the cost of traditional chiropractic adjustments and, in most cases, below the level of insurance co-payment amounts, will aid in driving patients to our brand. In addition, we believe that our commitment to affordable pricing will not only attract existing consumers of chiropractic services, but will also appeal to the growing market of consumers who seek alternative or non-invasive wellness care.

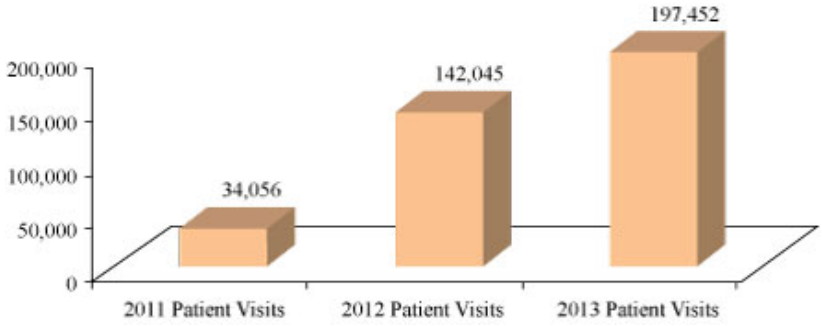
Since acquiring the predecessor to our company in March, 2010, we have grown from eight franchised clinics in operation to 215 franchised clinics in operation as of June 30, 2014, with another 250 franchises granted through a network of regional developers and independent franchise operators. In the six months ended June 30, 2014 our clinics registered 948,304 patient visits and generated system-wide revenues of $19,773,084.

Our franchisees have demonstrated sustained increases in average monthly sales and patient visits per clinic, which we believe demonstrates our ability to increase sales and our growing brand equity. For the 14 clinics that opened in 2011, we increased sales throughout our system from $650,170 in 2011 to $2,823,895 in 2012 (a 334% increase) and to $4,223,254 in 2013 (a 50% increase), and increased patient visits from 34,056 in 2011 to 142,045 in 2012 (a 317% increase) and 197,452 in 2013 (a 39% increase).

Sales — Clinics Opened in 2011

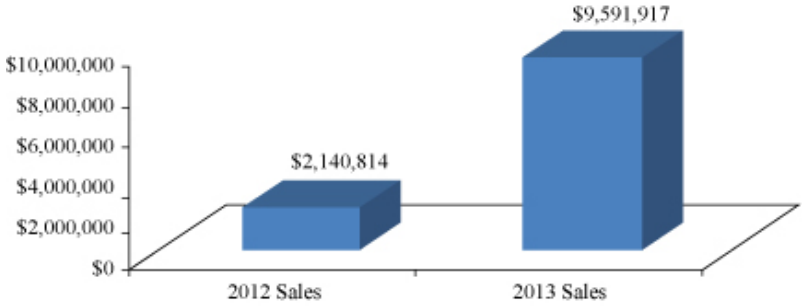


Patient Visits — Clinics Opened in 2011

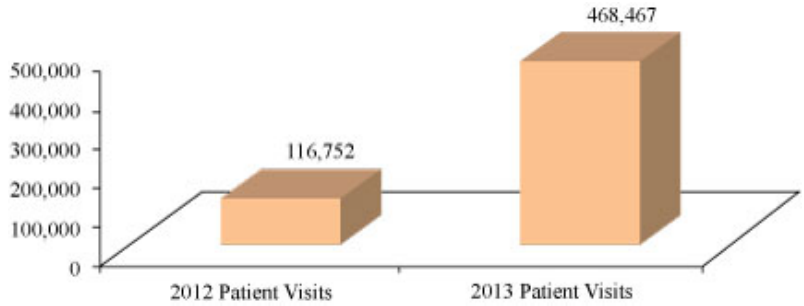


For the 53 clinics that opened in 2012, we increased sales from $2,140,814 in 2012 to $9,591,917 in 2013, and increased patient visits from 116,752 in 2012 to 468,467 in 2013.

Sales — Clinics Opened in 2012



Patient Visits — Clinics Opened in 2012



As part of our branding strategy, we deliver convenient, appointment-free chiropractic adjustments in a casual, inviting, consumer-oriented environment at prices that are between 56% and 70% lower than the average cost for comparable procedures offered by traditional chiropractors, according to *First Research*. To increase convenience and value for our patients, our clinics offer a variety of customizable membership and wellness plans which feature discounted pricing even as compared with our single-visit pricing schedules. These flexible plans are designed to attract patients and encourage repeat visits and routine usage.

Our goal is to locate our clinics in highly visible convenience-oriented retail centers. Our clinics are, on average, approximately 1,000 – 1,200 square feet, and feature an open floor plan that contains a well-appointed reception area and an average of three treatment tables. Our clinics' layout and interior design is modern, comfortable and consistent across our system. This aids in building brand awareness and patient loyalty, and provides our patients with a comfortable, upscale service experience that distinguishes us from the clinical atmosphere often encountered at traditional chiropractic clinics and medical offices.

Our consumer-focused service model targets the non-acute treatment market, which we believe to be the largest segment of the chiropractic services market. As our model does not focus on the treatment of severe, acute injury, we do not require expensive and invasive diagnostic tools such as MRIs and X-rays. Instead, we refer patients who present with acute symptoms to alternate healthcare providers, including traditional chiropractors. We seek to drive patient flow to our clinics not only by building brand awareness through conveniently located, highly visible locations but also by using traditional retail-oriented marketing and customer acquisition techniques. Many of our patients are referrals from existing patients. We intend to maximize our operational efficiencies, drive usage and grow brand awareness through the expansion of our presence into a national infrastructure that leverages our size and local market density.

All of our 215 clinics are currently operated by franchisees. Of these, 40 franchises have been awarded directly by us while 175 franchises were awarded pursuant to our regional developer program in which we sold licenses to third parties to develop franchises in particular geographic areas. Our future growth strategy will increasingly focus on opening clinics that are directly owned and operated by us, while continuing to grow through the sale of additional franchises.

Our Industry

The chiropractic industry in the United States is large, growing, and highly fragmented. According to the Centers for Medicare and Medicaid Services, or CMS, expenditures for chiropractic services in the U.S. were $11.6 billion in 2013 and are expected to grow at approximately 3% annually for the next five years. In addition, according to a January 2014 IBISWorld report, approximately $4.7 billion of the total chiropractic market comes from out-of-pocket, or cash, payments by patients. Among the factors driving this growth are healthcare cost pressures, the aging population and technological advances that are expected to shift services from inpatient facilities and hospitals to outpatient settings. We believe that the demand for chiropractic services will continue to expand as a result of growing awareness of the benefits of regular maintenance therapy.

According to *Chiropractic Care*, a United States market report by Strategy.com, between approximately 6% and 9% of the United States population regularly uses chiropractic. According to the American Chiropractic Association, 80% of Americans experience back pain on an annual basis. Most chiropractic services are provided by sole practitioners in medical-office settings. The chiropractic industry differs from the broader healthcare services industry in that it is more heavily consumer-driven, market-responsive and price sensitive, as the result of many treatment options falling outside the bounds of traditional insurance reimbursable services and fee schedules.

According to a report issued by *First Research* in March 2014, expenditures for chiropractic services in the United States were approximately $11.6 billion in 2013, which represents only 3.8% of all healthcare expenditures, and in 2013 the top 50 companies delivering chiropractic services in the United States generated less than 10% of all industry revenue. In addition, according to *Chiropractic Economics*, private sources finance 65.4% of all chiropractic expenditures, with only 17.1% of chiropractic costs financed by government programs, including Medicare and Medicaid. We believe these characteristics are evidence of an underserved market with potential consumer demand that is favorable for an efficient, low-cost, consumer-oriented provider.

Our Competitive Strengths

We believe the following competitive strengths have contributed significantly to our initial success and will position us for future growth:

Price and convenience. We believe that our strongest competitive advantages are our price and convenience. We offer a much less expensive alternative to traditional providers of chiropractic services by focusing on non-acute care and by not participating in insurance or Medicare reimbursement. We can do this because our clinics are not burdened with the operating expenses required to perform certain diagnostic procedures and to process reimbursement claims. Our model allows us to pass these savings on to our patients. According to *Chiropractic Economics*, the average price for a chiropractic adjustment involving spinal manipulation in the United States is between $50 and $75. By comparison, our average price is $22, or between 56% and 70% lower than the average price.

To underscore our focus on convenience, we also offer our patients the opportunity to visit our clinics without an appointment and receive prompt attention. Finally, we offer extended hours of operation, including weekends, which is not typical among our competitors.

Retail, consumer-driven approach. We utilize strong, recognizable brand and retail approaches to stimulate awareness and drive patients to our clinics. Our strategy is to focus our growth, both for franchised clinics and for prospective company-owned clinics within particular markets and to locate clinics in highly visible retail centers. Our model provides our patients with the flexibility to see a chiropractor when they want because we do not schedule appointments and most of our clinics maintain extended hours and offer patient care six or seven days per week.

Our chiropractors can focus on patient service. We believe the time and money our chiropractors save by not having to attend to administrative duties related to insurance reimbursement processing allows them increased opportunities to:

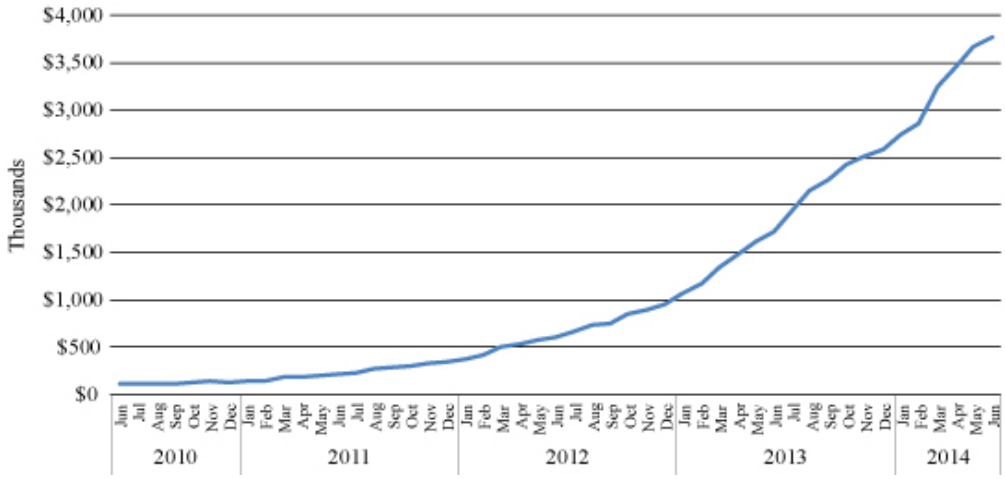
- see more patients;
- establish and reinforce chiropractor/patient relationships; and
- educate patients on the benefits of chiropractic maintenance therapy.

We believe this approach has resulted in broad acceptance, strong brand recognition and favorable patient experiences. This is evidenced by our growth in patient visits. From 2012 to 2013, our patient visits grew from 440,636 to 1,113,714, or 153%. As of June 30, 2014, our patient visits were 949,918, representing an annualized growth of over 70% from 2013.

Our approach to chiropractic practices has also made us an attractive alternative to chiropractic doctors who desire to spend more time treating patients than they are enabled to do in traditional practices with greater overhead, personnel, and administrative burdens. We believe that our model will aid us in recruiting chiropractors to work in our clinics.

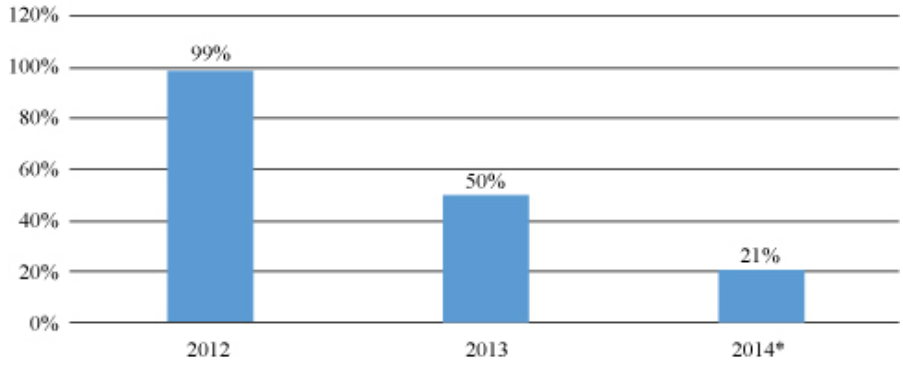
Proven track record of opening franchised clinics and growing sales. We have grown our franchised clinic revenue base every month since we acquired our predecessor company in March 2010, increasing total monthly sales from $113,198 in June 2010 to $3,850,000 in June 2014. During this period we increased the number of clinics in operation from eight to 215. During this same period, we increased average annualized sales per clinic from $137,087 to $350,771.

Monthly Sales June 2010 – June 2014



Same store sales growth is a measure commonly used in the retail industry. It is important because it excludes sales growth from new locations, thus illustrating a retailer's growth capacity from existing units. Same store sales growth measures the annual sales increase for each store that has been open for at least one year. Same store sales growth for our clinics that opened in 2011 (which we refer to as age class 2011) was 99% in 2012, 50% in 2013, and 21% through June 30, 2014. The following table presents same store sales growth data for our clinics that opened in 2011, which is the only age class for which we have at least two full years of data. Although our age class 2011 clinics consist of only 14 clinics, we believe that they are representative of the same store sales growth that we expect from new clinics as they grow to maturity.

Same Store Sales Growth %
(Stores opened in 2011)



* Through June 30, 2014

Strong and proven management team. Our strategic vision and results-oriented culture are directed by our senior management team led by our chief executive officer John B. Richards, who previously served as president of Starbucks North America when it expanded from 500 to 3,000 units. Mr. Richards was also chief executive officer of Elizabeth Arden Red Door Salons. Together with Mr. Richards, our senior management team is also guided by David Orwasher, who has served as our chief operating officer since January 2014 and who previously served as a vice president of Starbucks, working directly with Mr. Richards during the same period. John Leonesio, the founder of Massage Envy, who grew that company from inception through the opening of over 300 franchises, serves as non-executive chairman of our board of directors. Mr. Leonesio was our chief executive officer from the commencement of our operations through the opening of 160 clinics

across 22 states. Our senior management will direct a team of dedicated leaders who are focused on executing our business plan and implementing our growth strategy. Messrs. Richards, Orwasher and Leonesio have had collective responsibility for building, opening or franchising a total of over 7,000 retail units. We believe that our management team's experience in operating, franchising, developing systems and rapidly expanding retail operations will be a key driver of our growth and will position us well for achieving our long-term strategy.

Our Growth Strategy

Our goal is not only to capture a significant share of the existing market but also to expand the market for non-acute chiropractic care. We intend to accomplish this through the rapid and focused geographic expansion of our affordable service offering by the introduction of corporate clinics and the continuation of our franchising program. We propose to employ a variety of growth tactics including:

- opening company-owned clinics;
- the opportunistic acquisition of existing franchises;
- continued clinic revenue and royalty income growth;
- opening franchised clinics in development;
- the sale of additional franchises and conversion of existing chiropractic practices to our model;
- reacquiring regional developer licenses; and
- improving margins and leveraging infrastructure.

Development of company-owned clinics. We believe we can leverage the experience we have gained in supporting our demonstrated franchisee growth and our senior management's experience in rapidly and effectively growing other well-known high velocity specialty retail concepts to successfully develop and profitably operate company-owned clinics. Since commencing operations as a franchisor of chiropractic clinics, we have gained significant experience in identifying the business systems and practices that are required to profitably operate our clinics, validate our model and demonstrate proof of concept.

We believe our greater control over company owned clinics will enable us to more effectively apply these operating standards than in our franchised clinics. We intend to develop company-owned clinics in geographic clusters where we are able to increase efficiencies through a consolidated real estate penetration strategy, leverage cooperative advertisement and marketing and attain general corporate and administrative operating efficiencies. Our management has done this before, and we believe that their experience in this area readily translates to our business model.

Acquiring existing franchisees. We believe that we can accelerate the development of company-owned clinics through the selective acquisition of existing franchised clinics. Our management team has developed a template for the acquisition of existing franchised clinics, their conversion to company-owned clinics and their integration into a company-owned clinic system. We have begun the process of developing a pipeline of existing franchisees whose clinics may be available for purchase and we intend to use a portion of the proceeds of this offering for acquisitions.

Increasing revenues from existing franchisees. We have a history of increasing revenues from existing franchises. Our revenues from existing franchises have increased by an average of 26% percent for each of the past 14 calendar quarters through March 31, 2014. We believe that the experience we have gained operations, management and marketing, together with increasing awareness of our brand has contributed to revenue growth. We believe that our ability to leverage cooperative and general media advertising will continue to grow as the number and density of our clinics increases.

Opening clinics in development. In addition to the 215 clinics our franchisees are currently operating, we have sold licenses and granted franchises either directly or through our regional developers for an additional 250 clinics that are in various stages of development. We will continue to provide support to our franchisees and regional developers to open these clinics and to achieve sustainable profitability as soon as possible.

Selling additional franchises. We intend to continue to sell franchises. We believe that, to secure leadership in our industry and to maximize opportunities in identified markets, it is important to gain brand

equity and consumer awareness as rapidly as possible, consistent with a disciplined approach to opening clinics. This same strategy has been used by numerous high-velocity retail concepts, including Starbucks Coffee Company. We believe that continued sales of franchises in selected markets complements our plan to open company-owned clinics, particularly in specialized or unique operating environments, and that a growth strategy that includes both franchised and company-owned clinics has advantages over either approach by itself. These advantages include:

- increasing our availability to patients;
- accelerating our speed to market and our competitive advantages;
- enhancing our value to present franchisees who may realize benefits from clinic density and cooperative advertising;
- enhancing our desirability to potential new franchisees; and
- presenting an exit strategy to franchisees, who may view us as a potential acquirer of their franchised clinics at such time as they may choose to sell.

Reacquiring regional developer licenses. We intend to selectively pursue the reacquisition of regional developer licenses. We believe that by repurchasing regional developer licenses we can increase our profitability through capturing the regional developers' royalty stream on franchises within their region. In addition, to the extent that we reacquire a given regional developer license, we will be freed from contractual restraints that may be present in that regional developer license on our ability to open company-owned clinics in that region. We intend to use a portion of the proceeds of this offering for the reacquisition of regional developer licenses.

Continue to improve margins and leverage infrastructure. As we continue to grow, we expect to drive greater efficiencies in our development and marketing organizations and leverage our technology and existing support infrastructure. We believe we will be able control corporate costs over time to enhance margins as general and administrative expenses grow at a slower rate than our clinic base and revenues. At the clinic level, we expect to drive margins and labor efficiencies through continued revenue growth as our clinic base matures and the average number of patient visits increases. In addition, we will consider introducing selected branded products such as nutraceuticals or dietary supplements and related additional services.

Risks Associated with Our Business

An investment in our common stock involves a high degree of risk. Any of the factors set forth under "Risk Factors" may limit our ability to successfully execute our business strategy. You should carefully consider all of the information set forth in this prospectus and, in particular, should evaluate the specific factors set forth under "Risk Factors" in deciding whether to invest in our common stock. Below is a summary of some of the principal risks we face:

- we may not be able to successfully implement our growth strategy if we or our franchisees are unable to locate and secure appropriate sites for clinic locations, obtain favorable lease terms, hire and retain suitable chiropractors and staff to serve our patients, and attract patients to our clinics;
- we have limited experience operating company-owned clinics, and we may not be able to duplicate the success of some of our franchisees;
- we may not be able to acquire operating clinics from existing franchisees or acquire operating clinics on attractive terms;
- we may not be able to continue to sell franchises to qualified franchisees;
- we may not be able to identify, recruit and train enough qualified chiropractors to staff our clinics;
- new clinics may not be profitable, and we may not be able to maintain or improve revenues and franchise fees from existing franchised clinics;
- the chiropractic industry is highly competitive, with many well-established competitors;

- we may face negative publicity or damage to our reputation, which could arise from concerns expressed by opponents of chiropractic and by chiropractors operating under historically traditional service models;
- legislation and regulations, as well as new medical procedures and techniques could reduce or eliminate our competitive advantages; and
- we will face increased costs as a result of being a public company.

Corporate Information

We are a Delaware corporation. Our principal executive offices are located at 16767 N. Perimeter Drive, Suite 240, Scottsdale, Arizona, and our telephone number at that address is (480) 245-5960. Our website is *www.thejoint.com*. Information on, and which can be accessed through, our website is not incorporated in this prospectus.

THE OFFERING

Common stock offered by us in this offering	shares
Common stock to be outstanding immediately after this offering	shares
Over-allotment option	We have granted the underwriters a 45-day option to purchase up to additional shares of our common stock at the public offering price, less underwriting discounts and commissions.
Use of proceeds	We estimate that our net proceeds from this offering will be approximately $ million. We intend to use the net proceeds (i) to establish new company-owned clinics; (ii) to acquire selected existing franchised clinics and reposition them as company-owned clinics; (iii) to repurchase selected area development licenses and (iv) for general corporate purposes, including, among other things, additional working capital, financing of capital expenditures and additional marketing efforts. See "Use of Proceeds."
Risk factors	See "Risk Factors" and other information included in this prospectus for a discussion of factors you should carefully consider before deciding to invest in shares of our common stock.
Proposed NASDAQ Global symbol	We intend to apply for listing of our common stock on The NASDAQ Global Market under the symbol "JYNT."

The number of shares of common stock to be outstanding after this offering is based on 2,704,688 shares of our common stock outstanding as of June 30, 2014, and additional shares of our common stock issuable upon the conversion of 25,000 shares of preferred stock upon the completion of this offering, and excludes as of such date:

- 151,750 shares of common stock issuable upon exercise of outstanding options at a weighted-average exercise price of approximately $2.52 per share;
- shares of common stock reserved for future issuance under our 2014 stock plan; and
- shares of common stock issuable upon exercise of warrants to be issued to the representative of the underwriters in connection with this offering, at an exercise price per share equal to 125% of the public offering price, as described in the "Underwriting — Representative's Warrants" section of this prospectus.

Unless we indicate otherwise, this prospectus reflects and assumes the following:

- a dividend of shares of our common stock for each share of our common stock held as of 2014, to be effected before the commencement of this offering;
- no exercise of the representative's warrants to be issued to the representative of the underwriters described above;
- no exercise by the underwriters of their option to purchase additional shares of our common stock to cover over-allotment, if any; and
- conversion of 25,000 shares of our preferred stock into shares of common stock.

IMPLICATIONS OF BEING AN EMERGING GROWTH COMPANY

We qualify as an emerging growth company as defined in the Jumpstart our Business Startups Act of 2012 (the "JOBS Act"). An emerging growth company may take advantage of specified reduced reporting and other burdens that are otherwise applicable generally to public companies. These provisions include:

- a requirement to have only two years of audited financial statements and only two years of related selected financial data and management's discussion and analysis of financial condition and results of operations disclosure;
- an exemption from the auditor attestation requirement in the assessment of our internal control over financial reporting pursuant to the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act");
- an exemption from new or revised financial accounting standards until they would apply to private companies and from compliance with any new requirements adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotation;
- reduced disclosure about the emerging growth company's executive compensation arrangements; and
- no requirement to seek non-binding advisory votes on executive compensation or golden parachute arrangements.

The JOBS Act permits emerging growth companies to take advantage of an extended transition period to comply with new or revised accounting standards applicable to public companies. We are choosing to "opt out" of this provision, and as a result, we plan to comply with new or revised accounting standards as required when they are adopted. This decision to opt out of the extended transition period is irrevocable.

We have elected to adopt certain of the reduced disclosure requirements available to emerging growth companies. As a result of these elections, the information that we provide in this prospectus may be different than the information you may receive from other public companies in which you hold equity interests. In addition, it is possible that some investors will find our common stock less attractive as a result of our elections, which may result in a less active trading market for our common stock and more volatility in our stock price.

We may take advantage of these provisions until we are no longer an emerging growth company. We will remain an emerging growth company until the earlier of (1) the last day of the fiscal year (a) following the fifth anniversary of the completion of this offering, (b) in which we have total annual gross revenue of at least $1.0 billion or (c) in which we are deemed to be a large accelerated filer, which means the market value of our common stock that is held by non-affiliates exceeds $700 million as of the last business day of our prior second fiscal quarter, and (2) the date on which we have issued more than $1.0 billion in non-convertible debt during the prior three-year period. We may choose to take advantage of some but not all of these reduced disclosure requirements.

SUMMARY FINANCIAL DATA

The following summary pro forma combined financial data present certain data for us. Historical financial data below should be read together with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the unaudited pro forma combined financial statements and the related notes and the historical financial statements and the related notes included elsewhere in this prospectus. The summary financial data in this section is not intended to replace our financial statements and the related notes thereto. The following table does not give effect to the dividend of shares of our common stock for each share of our common stock outstanding as of , which will be effected prior to commencement of this offering. Our historical financial data may not be indicative of our future performance.

	Year Ended December 31,		Three Months Ended March 31,
	2012 (audited)	2013 (audited)	2014 (unaudited)
	(in thousands except earnings per share)		
Consolidated Statement of Operations Data			
Total revenues	$ 2,785	$ 5,958	$ 1,513
Cost of revenues	1,090	2,006	530
Selling, general and administrative expense	3,042	3,512	1,140
Income (loss) from operations	(1,347)	440	(157)
Net income (loss)	(736)	156	(128)
Basic net profit (loss) per share	(0.27)	0.06	(0.05)
Diluted net profit (loss) per share	(0.27)	0.06	(0.05)
Weighted-average shares outstanding used in computing income (loss) per share	2,700	2,700	2,700
Other Data:			
EBITDA[1]	$ (1,266)	$ 501	$ (104)

	December 31, 2012 (audited)	December 31, 2013 (audited)	March 31, 2014 (unaudited)
	(in thousands)		
Consolidated Balance Sheet Data			
Cash and cash equivalents	$ 3,566	$ 3,517	$ 3,024
Property and equipment	230	400	909
Deferred franchise costs	3,208	3,223	3,198
Other assets	2,096	2,628	2,705
Total assets	9,100	9,768	9,836
Deferred revenue	9,949	10,008	9,965
Other liabilities	288	981	1,204
Total liabilities	10,237	10,989	11,169
Stockholders' equity	(1,136)	(1,221)	(1,333)

(1) EBITDA consists of net income (loss), before interest, income taxes, depreciation and amortization. We have provided EBITDA because it is a measure of financial performance commonly used for comparing companies in our industry. EBITDA provides an alternative measure of cash flow from operations. You should not consider EBITDA as a substitute for operating profit as an indicator of our operating performance or as an alternative to cash flows from operating activities as a measure of liquidity. We may calculate EBITDA differently from other companies.

We believe that the use of EBITDA provides an additional tool for investors to use in evaluating ongoing operating results and trends and in comparing our financial measures with other outpatient medical clinics, which may present similar non-GAAP financial measures to investors. In addition, you should be aware when evaluating EBITDA that in the future we may incur expenses similar to those excluded when calculating these measures. Our presentation of these measures should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. Our computation of EBITDA may not be comparable to other similarly titled measures computed by other companies, because all companies do not calculate EBITDA in the same fashion.

Our management does not consider EBITDA in isolation or as an alternative to financial measures determined in accordance with GAAP. The principal limitation of EBITDA is that they exclude significant expenses and income that are required by GAAP to be recorded in our financial statements. Some of these limitations are:

a. EBITDA does not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments;

b. EBITDA does not reflect changes in, or cash requirements for, our working capital needs;

c. EBITDA does not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, on our debts; and

d. although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and EBITDA does not reflect any cash requirements for such replacements.

RISK FACTORS

You should carefully consider the risks described below before buying shares in this offering. If any of the following risks actually occur, our business, financial condition and results of operations could be harmed. In that case, the trading price of our common stock could decline, and you could lose all or part of your investment.

Risks Related to Our Business

Our long-term success is highly dependent on our ability to open new, primarily company-owned clinics, and is subject to many unpredictable factors.

One of the key means of achieving our growth strategy will be through opening new, primarily company-owned clinics and operating those clinics on a profitable basis. We expect this to be the case for the foreseeable future. We have opened 207 franchised clinics since April 2010, but we have opened only one company-owned clinic, which we then sold to a franchisee. We may not be able to open new company-owned clinics as quickly as planned. In the past, we have experienced delays in opening some franchised clinics, for various reasons, including the landlord's failure to turn over the premises to our franchisee on a timely basis. Such delays could happen again in future clinic openings. Delays or failures in opening new, primarily company-owned clinics could materially and adversely affect our growth strategy and our business, financial condition and results of operations. As we operate more clinics, our rate of expansion relative to the size of our clinic base will eventually decline.

In addition, one of our biggest challenges is locating and securing an adequate supply of suitable new clinic sites in our target markets. Competition for those sites is intense, and other medical and retail concepts that compete for those sites may have unit economic models that permit them to bid more aggressively for those sites than we can. There is no guarantee that a sufficient number of suitable sites will be available in desirable areas or on terms that are acceptable to us in order to achieve our growth plan. Our ability to open new clinics also depends on other factors, including:

- negotiating leases with acceptable terms;
- identifying, hiring and training qualified employees in each local market;
- timely delivery of leased premises to us from our landlords and punctual commencement of our build-out construction activities;
- managing construction and development costs of new clinics, particularly in competitive markets;
- obtaining construction materials and labor at acceptable costs, particularly in urban markets;
- unforeseen engineering or environmental problems with leased premises;
- generating sufficient funds from operations or obtaining acceptable financing to support our future development;
- securing required governmental approvals, permits and licenses (including construction permits and operating licenses) in a timely manner and responding effectively to any changes in local, state or federal laws and regulations that adversely affect our costs or ability to open new clinics; and
- avoiding the impact of inclement weather, natural disasters and other calamities.

Our progress in opening new, primarily company-owned clinics from quarter to quarter may occur at an uneven rate. If we do not open new clinics in the future according to our current plans, the delay could materially adversely affect our business, financial condition and results of operations.

We intend to develop new, primarily company-owned clinics in our existing markets, expand our footprint into adjacent markets and selectively enter into new markets. However, there are numerous factors involved in identifying and securing an appropriate site, including, but not limited to: identification and availability of suitable locations with the appropriate population demographics, psychographics, traffic patterns, local retail and business attractions and infrastructure that will drive high levels of customer traffic and sales per clinic; consumer acceptance of our chiropractic practice concept; financial conditions affecting

developers and potential landlords, such as the effects of macro-economic conditions and the credit market, which could lead to these parties delaying or canceling development projects (or renovations of existing projects), in turn reducing the number of appropriate locations available; developers and potential landlords obtaining licenses or permits for development projects on a timely basis; anticipated commercial, residential and infrastructure development near our new clinics; and availability of acceptable lease arrangements.

We may not be able to successfully develop critical market presence for our brand in new geographical markets, as we may be unable to find and secure attractive locations, build name recognition or attract new customers. If we are unable to fully implement our development plan, our business, financial condition and results of operations could be materially adversely affected.

New clinics, once opened, may not be profitable, and the increases in average clinic sales and comparable clinic sales that we have experienced in the past may not be indicative of future results.

Typically, our new clinics continue to increase sales for their first 36 months of operation. Our analysis of clinic growth leads us to believe that revenue growth will continue past 36 months. However, we cannot assure you that this will occur for future clinic openings. In new markets, the length of time before average sales for new clinics stabilize is less predictable and can be longer as a result of our limited knowledge of these markets and consumers' limited awareness of our brand. New clinics may not be profitable and their sales performance may not follow historical patterns. In addition, our average clinic sales and comparable clinic sales may not increase at the rates achieved over the past several years. Our ability to operate new clinics, especially company-owned clinics, profitably and increase average clinic sales and comparable clinic sales will depend on many factors, some of which are beyond our control, including:

- consumer awareness and understanding of our brand;
- general economic conditions, which can affect clinic traffic, local rent and labor costs and prices we pay for the supplies we use;
- changes in consumer preferences and discretionary spending;
- competition, either from our competitors in the chiropractic industry or our own clinics;
- temporary and permanent site characteristics of new clinics;
- changes in government regulation; and
- other unanticipated increases in costs, any of which could give rise to delays or cost overruns.

If our new clinics do not perform as planned, our business and future prospects could be harmed. In addition, if we are unable to achieve our expected average clinics sales, our business, financial condition and results of operations could be adversely affected.

Our failure to manage our growth effectively could harm our business and operating results.

Our growth plan includes a significant number of new clinics. Our existing clinic management systems, administrative staff, financial and management controls and information systems may be inadequate to support our planned expansion. Those demands on our infrastructure and resources may also adversely affect our ability to manage our existing clinics. Managing our growth effectively will require us to continue to enhance these systems, procedures and controls and to hire, train and retain managers and team members. We may not respond quickly enough to the changing demands that our expansion will impose on our management, clinic teams and existing infrastructure which could harm our business, financial condition and results of operations.

Our expansion into new markets may present increased risks.

We plan to open clinics in markets where we have little or no operating experience. Clinics we open in new markets may take longer to reach expected sales and profit levels on a consistent basis and may have higher construction, occupancy, marketing or operating costs than clinics we open in existing markets, thereby affecting our overall profitability. New markets may have competitive conditions, consumer tastes and discretionary spending patterns that are more difficult to predict or satisfy than our existing markets. We may need to make greater investments than we originally planned in advertising and promotional activity in new

markets to build brand awareness. We may find it more difficult in new markets to hire, motivate and keep qualified employees who share our vision and culture. We may also incur higher costs from entering new markets, particularly with company-owned clinics if, for example, we hire and assign regional managers to manage comparatively fewer clinics than in more developed markets. For these reasons, both our new franchised clinics and our new company-owned clinics may be less successful than our existing franchised clinics or may achieve target rates of patient visits at a slower rate. If we do not successfully execute our plans to enter new markets, our business, financial condition and results of operations could be materially adversely affected.

We will be subject to all of the risks associated with leasing space subject to long-term non-cancelable leases for clinics that we intend to operate.

We do not intend to own any of the real property where our company-owned clinics will operate. We expect the company-owned clinics we intend to open in the future will be leased. We anticipate that our leases generally will have an initial term of five years and generally can be extended only in five-year increments (at increased rates). We expect that all of our leases will require a fixed annual rent, although some may require the payment of additional rent if clinic sales exceed a negotiated amount. We expect that our leases will typically be net leases, which require us to pay all of the cost of insurance, taxes, maintenance and utilities, and that these leases will not be cancellable by us. If a future company-owned clinic is not profitable, resulting in its closure, we may nonetheless be committed to perform our obligations under the applicable lease including, among other things, paying the base rent for the balance of the lease term. In addition, we may fail to negotiate renewals as each of our leases expires, either on commercially acceptable terms or at all, which could cause us to pay increased occupancy costs or to close stores in desirable locations. These potential increases in occupancy costs and the cost of closing company-owned clinics could materially adversely affect our business, financial condition or results of operations.

Our intended reliance on sources of revenue other than from franchise and regional developer licenses exposes us to risks.

From the commencement of our operations until the present, we have relied exclusively on the sale of franchises and regional developer licenses as sources of revenue until the franchises we have sold begin to generate royalty revenues. We intend to place less reliance in the future on these sources of revenue as we implement our strategy of developing and operating company-owned clinics. We will not realize revenues from company-owned clinics until the opening of those clinics, and we will be required to use our working capital, including the proceeds for this offering, to operate our business and to develop company-owned clinics. If the opening of our company-owned clinics is delayed or if the cost of developing company-owned clinics exceeds our expectations, we may experience insufficient working capital to fully implement our development plans, and our business, financial condition and results of operations could be adversely affected.

We may need to raise additional capital to accomplish our objectives of expanding into new markets and opening company-owned clinics.

We intend to use a portion of the proceeds of this offering as consideration for future development and acquisitions of company-owned clinics and related businesses. If we do not have sufficient cash resources, our ability to develop and acquire clinics and related businesses could be limited unless we are able to obtain additional capital through future debt or equity financings. Using cash to finance development and acquisition of clinics and related businesses could limit our financial flexibility by reducing cash available for operating purposes. Using debt financing could result in lenders imposing financial covenants that limit our operations and financial flexibility. Using equity financing may result in dilution of ownership interests of our existing stockholders. We may also use common stock as consideration for the future acquisition of clinics and related businesses. If our common stock does not maintain a sufficient market value or if prospective acquisition candidates are unwilling to accept our common stock as part of the consideration for the sale of their clinics or businesses, we may be required to use more of our cash resources or greater debt financing to complete these acquisitions.

Changes in economic conditions and adverse weather and other unforeseen conditions could materially affect our ability to maintain or increase sales at our clinics or open new clinics.

Our services emphasize maintenance therapy, which is generally not a medical necessity, and should be viewed as discretionary medical expenditures. The United States in general or the specific markets in which we operate may suffer from depressed economic activity, recessionary economic cycles, higher fuel or energy costs, low consumer confidence, high levels of unemployment, reduced home values, increases in home foreclosures, investment losses, personal bankruptcies, reduced access to credit or other economic factors that may affect consumer discretionary spending. Traffic in our clinics could decline if consumers choose to reduce the amount they spend on non-critical medical procedures. Negative economic conditions might cause consumers to make long-term changes to their discretionary spending behavior, including reducing medical discretionary spending on a permanent basis. In addition, given our geographic concentrations in the West, South-west and mid-Atlantic regions of the United States, economic conditions in those particular areas of the country could have a disproportionate impact on our overall results of operations, and regional occurrences such as local strikes, terrorist attacks, increases in energy prices, adverse weather conditions, tornadoes, earthquakes, hurricanes, floods, droughts, fires or other natural or man-made disasters could materially adversely affect our business, financial condition and results of operations. Adverse weather conditions may also impact customer traffic at our clinics. All of our clinics depend on visibility and walk-in traffic, and the effects of adverse weather may decrease visits to malls in which our clinics are located and negatively impact our revenues. If clinic sales decrease, our profitability could decline as we spread fixed costs across a lower level of sales. Reductions in staff levels, asset impairment charges and potential clinic closures could result from prolonged negative clinic sales, which could materially adversely affect our business, financial condition and results of operations.

We depend on the success of our franchisees.

A substantial portion of our revenues comes from royalties generated by our franchised clinics. We anticipate that franchise royalties will represent a substantial part of our revenues in the future. As of June 30, 2014, we had 92 franchise owners operating 215 clinics. Accordingly, we are reliant on the performance of our franchise owners in successfully opening and operating their clinics and paying royalties to us on a timely basis. Our franchise system subjects us to a number of risks, any one of which could impact our ability to collect royalty payments from our franchise owners, may harm the goodwill associated with our brand, and may materially adversely affect our business and results of operations.

Regional Developer independence. Our regional developers are independent operators. Accordingly, their actions are outside of our control. We depend upon our regional developers to sell a minimum number of franchises within their territory and to assist the purchasers of those franchises to develop and open their clinics. The failure by regional developers to sell the specified minimum number of franchises within the time limits set forth in their regional developer license agreements would reduce the franchise fees we receive, delay the payment of royalties to us and result in a potential event of default under the regional developer license agreement. Of our total of 26 regional developers, 11 have not met their minimum franchise sales requirements within the time periods specified in their regional developer license agreements.

Franchise owner independence. Franchise owners are independent operators, and their employees are not our employees. Accordingly, their actions are outside of our control. Although we have developed criteria to evaluate and screen prospective franchise owners, we cannot be certain that our franchise owners will have the business acumen or financial resources necessary to operate successful franchises in their approved locations, and state franchise laws may limit our ability to terminate or modify these franchise agreements. Moreover, despite our training, support and monitoring, franchise owners may not successfully operate stores in a manner consistent with our standards and requirements, or may not hire and adequately train qualified managers and other store personnel. The failure of our franchise owners to operate their franchises successfully and the actions taken by their employees could have a material adverse effect on our reputation, our brand and our ability to attract prospective franchise owners, and on our business, financial condition or results of operations.

Franchise agreement termination or nonrenewal. Each franchise agreement is subject to termination by us as the franchisor in the event of a default, generally after expiration of applicable cure periods, although under certain circumstances a franchise agreement may be terminated by us upon notice without an opportunity to cure. The default provisions under the franchise agreements are drafted broadly and include, among other things, any failure to meet operating standards and actions that may threaten our intellectual property. In addition, each franchise agreement has an expiration date. Upon the expiration of the franchise agreement, we or the franchise owner may, or may not, elect to renew the franchise agreement. If the franchise agreement is renewed, the franchise owner will receive a new franchise agreement for an additional term. Such option, however, is contingent on the franchise owner's execution of the then-current form of franchise agreements (which may include increased royalty payments, advertising fees and other costs), and the payment of a renewal fee. If a franchise owner is unable or unwilling to satisfy any of the foregoing conditions, we may elect to not renew the expiring franchise agreement, in which event the franchise agreement will terminate upon expiration of its term. The termination or non-renewal of a franchise agreement could result in the reduction of royalty payments we receive.

Our franchise agreements specify a timetable for opening the clinic. Failure by our franchisees to open their clinics within the specified time limit would result in the reduction in royalty payments we receive and could result in the termination of the franchise agreement. Of our 258 franchise agreements for unopened clinics as of June 30, 2014, franchisors under 135 franchise agreements have not met the opening timetable specified in their franchise agreement.

Franchise owner bankruptcy. The bankruptcy of franchise owner could negatively impact our ability to collect payments due under such franchise owner's franchise agreement. In a franchise owner bankruptcy, the bankruptcy trustee may reject the owner's franchise agreement pursuant to Section 365 under the United States Bankruptcy Code, in which case we would no longer receive royalty payments from the franchise owner.

We present EBITDA as a supplemental measure to help us describe our operating performance. EBITDA is a non-GAAP financial measure commonly used in our industry and should not be construed as an alternative to net (loss) income or as a better indicator of operating performance.

EBITDA consists of net income (loss), before interest, income taxes, depreciation and amortization. We present EBITDA as a supplemental measure to help us describe our operating performance. EBITDA is a non-GAAP financial measure commonly used in our industry and should not be construed as an alternative to net (loss) income (as determined in accordance with generally accepted accounting principles in the United States, or GAAP) or as a better indicator of operating performance. You should not consider EBITDA as a substitute for operating profit, as an indicator of our operating performance or as an alternative to cash flows from operating activities as a measure of liquidity. We may calculate EBITDA differently from other companies.

In addition, in the future we may incur expenses similar to those excluded when calculating EBITDA. Our presentation of these measures should not be construed as an inference that our future results will be unaffected by unusual or non-recurring items. Our computation of EBITDA may not be comparable to other similarly titled measures computed by other companies, because all companies do not calculate EBITDA in the same fashion.

Our management does not consider EBITDA in isolation or as an alternative to financial measures determined in accordance with GAAP. The principal limitation of EBITDA is that it excludes significant expenses and income that are required by GAAP to be recorded in our financial statements. Some of these limitations are: (i) EBITDA does not reflect our cash expenditures, or future requirements, for capital expenditures or contractual commitments; (ii) EBITDA does not reflect changes in, or cash requirements for, our working capital needs; (iii) EBITDA does not reflect the interest expense, or the cash requirements necessary to service interest or principal payments, on our debts, and although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future; and (iv) EBITDA does not reflect any cash requirements for such replacements.

Our ability to operate effectively could be impaired if we fail to attract and retain our executive officers.

Our success depends, in part, upon the continuing contributions of our executive officers and key employees at the management level. Although we have employment agreements with certain our key executive officers, there is no guarantee that they will not leave. The loss of the services of any of our executive officers or the failure to attract other executive officers could have a material adverse effect on our business or our business prospects. If we lose the services of any of our key employees at the operating or regional level, we may not be able to replace them with similarly qualified personnel, which could harm our business.

We are planning on rapidly growing our operations after the closing of this offering. A lack of qualified employees will significantly hinder our growth plans and adversely affect our results of operations.

As we grow, our ability to increase productivity and profitability will be limited by our ability to employ, train and retain skilled personnel. There can be no assurance that we will be able to maintain an adequate skilled labor force necessary to operate efficiently, that our labor expenses will not increase as a result of a shortage in the supply of skilled personnel or that we will not have to curtail our planned internal growth as a result of labor shortages.

Our clinics and chiropractors compete for patients in a highly competitive environment that may make it more difficult to increase patient volumes and revenues.

The business of providing chiropractic services is highly competitive in each of the markets in which our clinics operate. The primary bases of such competition are quality of care and reputation, price of services, marketing and advertising strategy and implementation, convenience, traffic flow and visibility of office locations and hours of operation. Our clinics compete with all other chiropractors in their local market. Many of those chiropractors have established practices and reputations in their markets. Some of these competitors and potential competitors may have financial resources, affiliation models, reputations or management expertise that provides them competitive advantages against us, which may make it difficult to compete against them. Our two largest multi-unit competitors are HealthSource Chiropractic, which currently operates 442 units and ChiroOne, which operates 42 units. In addition, a number of other chiropractic franchises and chiropractic practices that are attempting to duplicate or follow our business model are currently operating in our markets and in other parts of the country and may enter our existing markets in the future.

Our success is dependent on the chiropractors who control the professional corporations, or PC owners, with whom we enter into management services agreements, and we may have difficulty locating qualified chiropractors to replace PC owners.

With the exception of franchisees that are owned by chiropractors, or franchisees that are owned by non-chiropractors in states that do not regulate the corporate practice of chiropractic, our chiropractic services are provided by legal entities organized under state laws as professional corporations, or PCs. Each PC employs or contracts with chiropractors in one or more offices. Each of the PCs is wholly owned by one or more licensed chiropractors, the PC owner, and we do not own any capital stock of any PC. We and our franchisees that are not owned by chiropractors enter into management services agreements with PCs to provide on an exclusive basis all non-clinical services of the chiropractic practice. The PC owner is critical to the success of a clinic because he or she has control of all clinical aspects of the practice of chiropractic and the provision of chiropractic services. Under our arrangements with the PC owners, the PC owners are prohibited from selling, transferring, pledging or assigning the stock of the PC to a third party without our consent. In addition, we can require the PC owner to sell his or her interest in the PC to any person designated by us that is permitted to hold an ownership interest in the PC. However, upon the departure of a PC owner, we may not be able to locate one or more suitably qualified licensed chiropractors to hold the ownership interest in the PC and maintain the success of the departing PC owner. Also, a court may decide not to enforce these transfer restrictions in a given situation.

Our management services agreements with our affiliated PCs could be challenged by a state or chiropractor under laws regulating the practice of chiropractic.

The laws of every state in which we operate contain restrictions on the practice of chiropractic and control over the provision of chiropractic services. The laws of many states where we operate permit a

chiropractor to conduct a chiropractic practice only as an individual, a member of a partnership or an employee of a PC, limited liability company or limited liability partnership. These laws typically prohibit chiropractors from splitting fees with non-chiropractors and prohibit non-chiropractic entities, such as chiropractic management services organizations, from engaging in the practice of chiropractic and from employing chiropractors. The specific restrictions against the corporate practice of chiropractic, as well as the interpretation of those restrictions by state regulatory authorities, vary from state to state. However, the restrictions are generally designed to prohibit a non-chiropractic entity from controlling or directing clinical care decision-making, engaging chiropractors to practice chiropractic or sharing professional fees. The form of management agreement that we recommend to our franchisees that are management service organizations explicitly prohibits the management service organization from controlling or directing clinical care decisions. However, there can be no assurance that all of our franchisees that are management service organizations will strictly follow the provisions in our recommended form of management agreement. The laws of many states also prohibit chiropractic practitioners from paying any portion of fees received for chiropractic services in consideration for the referral of a patient. Any challenge to our contractual relationships with our affiliated PCs by chiropractors or regulatory authorities could result in a finding that could have a material adverse effect on our operations, such as voiding one or more management services agreements. Moreover, the laws and regulatory environment may change to restrict or limit the enforceability of our management services agreements. We could be prevented from affiliating with chiropractor-owned PCs or providing comprehensive business services to them in one or more states.

We and our affiliated chiropractor-owned PCs are subject to complex laws, rules and regulations, compliance with which may be costly and burdensome.

We, and the chiropractor-owned PCs we provide management services for, are subject to extensive federal, state and local laws, rules and regulations, including:

- state regulations on the practice of chiropractic;
- the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations, or HIPAA, and other federal and state laws governing the collection, dissemination, use, security and confidentiality of patient-identifiable health and financial information;
- federal and state laws and regulations which contain anti-kickback and fee-splitting provisions and restrictions on referrals;
- the federal Fair Debt Collection Practices Act and similar state laws that restrict the methods that we and third party collection companies may use to contact and seek payment from patients regarding past due accounts;
- state and federal labor laws, including wage and hour laws.

Many of the above laws, rules and regulations applicable to us and our affiliated PCs are ambiguous, have not been definitively interpreted by courts or regulatory authorities and vary from jurisdiction to jurisdiction. Accordingly, we may not be able to predict how these laws and regulations will be interpreted or applied by courts and regulatory authorities, and some of our activities could be challenged. In addition, we must consistently monitor changes in the laws and regulatory schemes that govern our operations. Although we have tried to structure our business and contractual relationships in compliance with these laws, rules and regulations in all material respects, if any aspect of our operations was found to violate applicable laws, rules or regulations, we could be subject to significant fines or other penalties, required to cease operations in a particular jurisdiction, prevented from commencing operations in a particular state or otherwise be required to revise the structure of our business or legal arrangements. Our efforts to comply with these laws, rules and regulations may impose significant costs and burdens, and failure to comply with these laws, rules and regulations may result in fines or other charges being imposed on us.

Our facilities are subject to extensive federal and state laws and regulations relating to the privacy and security of individually identifiable information.

HIPAA required the United States Department of Health and Human Service to adopt standards to protect the privacy and security of individually identifiable health-related information, or PHI. The department

released final regulations containing privacy standards in December 2000 and published revisions to the final regulations in August 2002. The privacy regulations extensively regulate the use and disclosure of PHI. The regulations also provide patients with significant rights related to understanding and controlling how their health information is used or disclosed. The security regulations require healthcare providers to implement administrative, physical and technical practices to protect the security of individually identifiable health information that is maintained or transmitted electronically. HITECH, which was signed into law in February of 2009, enhanced the privacy, security and enforcement provisions of HIPAA by, among other things, extending HIPAA's privacy and security standards directly applicable to "business associates," which, like us, are independent contractors or agents of covered entities (such as the chiropractic PCs and other healthcare providers) that create, receive, maintain, or transmit PHI in connection with providing a service for or on behalf of a covered entity. HITECH also established security breach notification requirements, created a mechanism for enforcement of HIPAA by state attorneys general, and increased penalties for HIPAA violations. Violations of HIPAA or HITECH could result in civil or criminal penalties. In addition to HIPAA, there are numerous federal and state laws and regulations addressing patient and consumer privacy concerns, including unauthorized access or theft of personal information. State statutes and regulations vary from state to state. Lawsuits, including class actions and action by state attorneys general, directed at companies that have experienced a privacy or security breach also can occur. We have established policies and procedures in an effort to ensure compliance with these privacy related requirements. However, if there is a breach, we may be subject to various penalties and damages and may be required to incur costs to mitigate the impact of the breach on affected individuals.

Our business model depends on proprietary and third party management information systems that we use to, among other things, track financial and operating performance of our clinics, and any failure to successfully design and maintain these systems or implement new systems could materially harm our operations.

We depend on integrated management information systems, some of which are provided by third parties, and standardized procedures for operational and financial information, as well as for patient records and our billing operations. We may experience unanticipated delays, complications, data breaches or expenses in implementing, integrating, and operating our systems. Our management information systems regularly require modifications, improvements or replacements that may require both substantial expenditures as well as interruptions in operations. Our ability to implement these systems is subject to the availability of skilled information technology specialists to assist us in creating, implementing and supporting these systems. Our failure to successfully design, implement and maintain all of our systems could have a material adverse effect on our business, financial condition and results of operations.

If we fail to properly maintain the integrity of our data or to strategically implement, upgrade or consolidate existing information systems, our reputation and business could be materially adversely affected.

We increasingly use electronic means to interact with our customers and collect, maintain and store individually identifiable information, including, but not limited to, personal financial information and health-related information. Despite the security measures we have in place to ensure compliance with applicable laws and rules, our facilities and systems, and those of our third-party service providers, may be vulnerable to security breaches, acts of cyber terrorism, vandalism or theft, computer viruses, misplaced or lost data, programming and/or human errors or other similar events. Additionally, the collection, maintenance, use, disclosure and disposal of individually identifiable data by our businesses are regulated at the federal and state levels as well as by certain financial industry groups, such as the Payment Card Industry organization. Federal, state and financial industry groups may also consider from time to time new privacy and security requirements that may apply to our businesses. Compliance with evolving privacy and security laws, requirements, and regulations may result in cost increases due to necessary systems changes, new limitations or constraints on our business models and the development of new administrative processes. They also may impose further restrictions on our collection, disclosure and use of individually identifiable information that are housed in one or more of our databases. Noncompliance with privacy laws, financial industry group requirements or a security breach involving the misappropriation, loss or other unauthorized disclosure of personal, sensitive and/or confidential information, whether by us or by one of our vendors, could have material adverse effects on our business, operations, reputation and financial condition, including decreased

revenue; material fines and penalties; increased financial processing fees; compensatory, statutory, punitive or other damages; adverse actions against our licenses to do business; and injunctive relief whether by court or consent order.

We along with our affiliated PCs and their chiropractors may be subject to malpractice and other similar claims and may be unable to obtain or maintain adequate insurance against these claims.

The provision of chiropractic services by chiropractors entails an inherent risk of potential malpractice and other similar claims. While we do not have responsibility for compliance by affiliated PCs and their chiropractors with regulatory and other requirements directly applicable to chiropractors, claims, suits or complaints relating to services provided at the offices of our franchisees or affiliated PCs may be asserted against us. We have experienced one malpractice claim since our founding in April, 2010, which we are vigorously defending and do not expect its outcome to have a material adverse effect on our business, financial condition or results of operations. The assertion or outcome of these claims could result in higher administrative and legal expenses, including settlement costs or litigation damages. Our current minimum professional liability insurance coverage required for our franchisees or their affiliated PCs is $1 million per occurrence and $3 million in annual aggregate, with a self-insured retention of $0 per claim and $0 annual aggregate. Our inability to obtain adequate insurance or an increase in the future cost of insurance to us and the chiropractors who provide chiropractic services or an increase in the amount we have to self-insure may have a material adverse effect on our business and financial results.

We could be party to litigation that could adversely affect us by distracting management, increasing our expenses or subjecting us to material money damages and other remedies.

In addition to potential malpractice claims, we are also subject to a variety of other claims arising in the ordinary course of our business, including personal injury claims, contract claims and claims alleging violations of federal and state law regarding workplace and employment matters, equal opportunity, harassment, discrimination and similar matters, and we could become subject to class action or other lawsuits related to these or different matters in the future. Regardless of whether any claims against us are valid, or whether we are ultimately held liable, claims may be expensive to defend and may divert time and money away from our operations and hurt our performance. A judgment in excess of our insurance coverage for any claims could materially and adversely affect our financial condition and results of operations. Any adverse publicity resulting from these allegations may also materially and adversely affect our reputation or prospects, which in turn could materially adversely affect our business, financial condition and results of operations.

Our current insurance may not provide adequate levels of coverage against claims.

Our current insurance policies may not be adequate to protect us from liabilities that we incur in our business. Additionally, in the future, our insurance premiums may increase, and we may not be able to obtain similar levels of insurance on reasonable terms, or at all. Any substantial inadequacy of, or inability to obtain insurance coverage could materially adversely affect our business, financial condition and results of operations.

Furthermore, there are types of losses we may incur that cannot be insured against or that we believe are not economically reasonable to insure. Such losses could have a material adverse effect on our business and results of operations. As a public company, we intend to enhance our existing directors' and officers' insurance. While we expect to obtain such coverage, we may not be able to obtain such coverage at all or at a reasonable cost now or in the future. Failure to obtain and maintain adequate directors' and officers' insurance would likely adversely affect our ability to attract and retain qualified officers and directors.

Events or rumors relating to our brand names could significantly impact our business.

Recognition of our brand names, including THE JOINT and THE CHIROPRACTIC PLACE, and the association of those brands with quality, convenient and inexpensive chiropractic maintenance care are an integral part of our business. The occurrence of any events or rumors that cause patients to no longer associate the brands with quality, convenient and inexpensive chiropractic maintenance care may materially adversely affect the value of the brand names and demand for chiropractic services at our franchisees or their affiliated PCs.

Risks Related to this Offering

Our stock price could be volatile and could decline following this offering.

Prior to this offering, there has been no public market for shares of our common stock. An active market may not develop following completion of this offering, or if developed, may not be maintained.

The price at which our common stock will trade after this offering could be extremely volatile and may fluctuate substantially due to the following factors, some of which are beyond our control:

- variations in our operating results;
- variations between our actual operating results and the expectations of securities analysts, investors and the financial community;
- announcements of developments affecting our business or expansion plans by us or others; and
- conditions and trends in the chiropractic industry.

As a result of these and other factors, investors in our common stock may not be able to resell their shares at or above the initial offering price.

In the past, securities class action litigation often has been instituted against companies following periods of volatility in the market price of their securities. This type of litigation, if directed at us, could result in substantial costs and a diversion of management's attention and resources.

We have identified material weaknesses in our internal control over financial reporting, and our business and stock price may be adversely affected if we do not adequately address those weaknesses or if we have other material weaknesses or significant deficiencies in our internal control over financial reporting.

We did not adequately implement certain controls over our financial reporting cycle. These areas included properly segregated duties due to the size of our accounting department and inefficient accounting for and reporting of complex transactions. The existence of these or one or more other material weaknesses or significant deficiencies could result in errors in our financial statements, and substantial costs and resources may be required to rectify any internal control deficiencies. If we cannot produce reliable financial reports, investors could lose confidence in our reported financial information, the market price of our stock could decline significantly, we may be unable to obtain additional financing to operate and expand our business, and our business and financial condition could be harmed. We have added additional support personnel in our accounting department and are actively engaged in recruiting a chief financial officer, which we believe will remediate these weaknesses.

Our officers and directors and their affiliates will exercise significant control over us.

After the completion of this offering, our founders, executive officers and directors and their immediate family members will beneficially own, in the aggregate, approximately % of our outstanding common stock. These stockholders may have interests that are different from yours. As a result, these stockholders will be able to exercise significant control over all matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions, which could delay or prevent someone from acquiring or merging with us.

Provisions of Delaware law could discourage a takeover that stockholders may consider favorable.

As a Delaware corporation, we have elected to be subject to the Delaware anti-takeover provisions contained in Section 203 of the Delaware General Corporation Law. Under Delaware law, a corporation may not engage in a business combination with any holder of 15% or more of its capital stock unless the holder has held the stock for three years or, among other things, the board of directors has approved the transaction. Our board of directors could rely on this provision to prevent or delay an acquisition of us. For a description of our capital stock, see "Description of Capital Stock."

Future sales of our common stock, including those purchased in this offering, may depress our stock price.

Sales of substantial amounts of our common stock in the public market following this offering by our then-existing stockholders may adversely affect the market price of our common stock. Shares issued upon the exercise of outstanding options also may be sold in the public market. Such sales could create the perception to the public of difficulties or problems with our business. As a result, these sales might make it more difficult for us to sell securities in the future at a time and price that we deem necessary or appropriate.

Upon completion of this offering, we will have shares of common stock outstanding, assuming no exercise of the underwriters' over-allotment option and no exercise of outstanding options and warrants after , 2014. Of these shares, only shares sold in this offering to persons not subject to a lock-up agreement with our underwriters are freely tradable without restriction immediately following this offering. After the lockup agreements pertaining to this offering expire 180 days from the date of this prospectus, an additional shares will be eligible for sale in the public market, of which are currently held by founders, directors, executive officers and other affiliates, and are subject to volume limitations under Rule 144 of the Securities Act and certain other restrictions. The underwriters may also, in their sole discretion, permit our founders, officers, directors and current stockholders to sell shares prior to the expiration of the lockup agreements. See "Shares Eligible for Future Sale" for more information regarding shares of our common stock that may be sold by existing stockholders after the closing of this offering.

Financial forecasting by us and financial analysts that may publish estimates of our financial results will be difficult because of our limited operating history, and our actual results may differ from forecasts.

As a result of our limited operating history, it is difficult to accurately forecast our revenues, operating expenses and results, and operating data. The inability by us or the financial community to accurately forecast our operating results could cause our net losses in a given quarter to be greater than expected, which could cause a decline in the trading price of our common stock. We have a limited amount of meaningful historical financial data upon which to base planned operating expenses. We base our current and forecasted expense levels new company acquisitions on our operating plans and estimates of future revenues, which are dependent on the growth of the number of customers and the demand for our products. As a result, we may be unable to make accurate financial forecasts or to adjust our spending in a timely manner to compensate for any unexpected shortfalls in revenues. We believe that these difficulties in forecasting are even greater for financial analysts that may publish their own estimates of our financial results.

Our management may not use the proceeds of this offering effectively.

Our management has broad discretion over the use of proceeds of this offering in excess of the amounts required to pay the cash portion of the purchase price for the Combinations. Our management has not designated a specific use for this portion of the proceeds of this offering. Accordingly, it is possible that our management may allocate the proceeds in ways that do not improve our operating results. In addition, these proceeds may not be invested to yield a favorable rate of return pending our use of the proceeds.

We do not intend to pay dividends. You will not receive funds without selling shares, and you may lose the entire amount of your investment.

We have never declared or paid any cash dividends on our capital stock and do not intend to pay dividends in the foreseeable future. We intend to invest our future earnings, if any, to fund our growth. We cannot assure you that you will receive a positive return on your investment when you subsequently sell your shares or that you will not lose the entire amount of your investment.

You will experience immediate and substantial dilution in the pro forma as adjusted net tangible book value.

Purchasers of our common stock in this offering will experience immediate and substantial dilution in the pro forma as adjusted net tangible book value of their shares in the amount of $ per share, or %, assuming an initial public offering price of $ per share (the midpoint of the price range set forth on the cover page of this prospectus). For a discussion of dilution, see "Dilution."

The requirements of being a public company, including compliance with the reporting requirements of the Exchange Act and the requirements of the Sarbanes-Oxley Act, may strain our resources, increase our costs and distract management, and we may be unable to comply with these requirements in a timely or cost-effective manner.

As a public company with listed equity securities, we will need to comply with certain laws, regulations and requirements, including corporate governance provisions of the Sarbanes-Oxley Act of 2002, or the "Sarbanes-Oxley Act," related regulations of the Securities and Exchange Commission, or "SEC," and the requirements of The NASDAQ Global Market with which have not been required to comply as a private company. Complying with these statutes, regulations and requirements will occupy a significant amount of time of our board of directors and management and will significantly increase our costs and expenses. We will need to:

- institute more comprehensive corporate governance and compliance functions;
- design, establish, evaluate and maintain a system of internal control over financial reporting in compliance with the requirements of Section 404(a) of the Sarbanes-Oxley Act and the related rules and regulations of the SEC and the Public Company Accounting Oversight Board;
- comply with rules promulgated by The NASDAQ Global Market;
- prepare and distribute periodic public reports in compliance with our obligations under the federal securities laws;
- establish new internal policies, such as those relating to disclosure controls and procedures and insider trading;
- to a greater degree than previously, involve and retain outside counsel and accountants in the above activities; and
- establish an investor relations function.

We are an emerging growth company and our reliance on the reduced disclosure requirements applicable to emerging growth companies may make our common stock less attractive to investors.

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012, and we may take advantage of certain exemptions and relief from various reporting requirements that are applicable to other public companies but are not applicable to emerging growth companies. In particular, while we are an emerging growth company we will not be required to comply with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act, we will be subject to reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, and we will not be required to hold non-binding advisory votes on executive compensation or shareholder approval of any golden parachute payments not previously approved.

We may remain an emerging growth company until as late as December 31, 2019 (the fiscal year-end following the fifth anniversary of the completion of this offering), though we may cease to be an emerging growth company earlier under certain circumstances, including (i) if the market value of our common stock that is held by non-affiliates exceeds $700 million as of any June 30, in which case we would cease to be an emerging growth company as of the following December 31 or (ii) if our gross revenues exceed $1 billion in any fiscal year. Investors may find our common stock less attractive if we rely on these exemptions and relief. If some investors find our common stock less attractive for this reason, there may be a less active trading market for our common stock and our stock price may decline and/or become more volatile.

Following this offering we will be obligated to develop and maintain proper and effective internal controls over financial reporting. We may not complete our analysis of our internal controls over financial reporting in a timely manner, or these internal controls may not be determined to be effective, which may adversely affect investor confidence in our company and, as a result, the value of our common stock.

Following this offering and beginning with our second annual report on SEC Form 10-K after becoming a public company, we will be required, pursuant to Section 404(a) of the Sarbanes-Oxley Act, to furnish a report by management on, among other things, the effectiveness of our internal control over financial

reporting. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. We may not be able to complete evaluation, testing and any required remediation in a timely fashion. During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to confirm that our internal controls are effective.

When we cease to be an emerging growth company, our auditors will be required to express an opinion on the effectiveness of our internal controls. If we are unable to confirm that our internal control over financial reporting is effective, or if our auditors are unable to express an opinion on the effectiveness of our internal controls, we could lose investor confidence in the accuracy and completeness of our financial reports, which would cause the price of our common stock to decline.

Claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third-party claims against us and may reduce the amount of money available to us.

Our amended and restated certificate of incorporation and bylaws that will be in effect immediately prior to the completion of this offering provide that we will indemnify our directors and officers, in each case to the fullest extent permitted by Delaware law. In addition, we have entered and expect to continue to enter into agreements to indemnify our directors, executive officers and other employees as determined by our Board of Directors. Upon the consummation of this offering, we will enter into indemnification agreements with our director nominees and amended indemnification agreements with each of our directors and officers. Under the terms of such indemnification agreements, we are required to indemnify each of our directors and officers, to the fullest extent permitted by the laws of the state of Delaware, if the basis of the indemnitee's involvement was by reason of the fact that the indemnitee is or was a director or officer of the Company or any of its subsidiaries or was serving at the Company's request in an official capacity for another entity. We must indemnify our officers and directors against all reasonable fees, expenses, charges and other costs of any type or nature whatsoever, including any and all expenses and obligations paid or incurred in connection with investigating, defending, being a witness in, participating in (including on appeal), or preparing to defend, be a witness or participate in any completed, actual, pending or threatened action, suit, claim or proceeding, whether civil, criminal, administrative or investigative, or establishing or enforcing a right to indemnification under the indemnification agreement. The indemnification agreements also require us, if so requested, to advance within 30 days of such request all reasonable fees, expenses, charges and other costs that such director or officer incurred, provided that such person will return any such advance if it is ultimately determined that such person is not entitled to indemnification by us. Any claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third-party claims and may reduce the amount of money available to us.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements contained in this prospectus (including information incorporated by reference) are "forward-looking statements" and are intended to be covered by the safe harbor provided for under Section 27A of the Securities Act), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We have tried to identify these forward-looking statements by using words such as "may," "might," "will," "expect," "anticipate," "believe," "could," "intend," "plan," "estimate," "should," "if," "project," and similar expressions. We have based these forward-looking statements on our current expectations and projections about future events. However, these forward-looking statements are subject to risks, uncertainties, assumptions and other factors that may cause our actual results, performance or achievements to be materially different from our expectations and projections. Some of these risks, uncertainties and other factors are set forth in this prospectus and in other documents we have filed with the SEC.

Given these risks and uncertainties, readers are cautioned not to place undue reliance on our forward-looking statements. Projections and other forward-looking statements included in this prospectus have been prepared based on assumptions, which we believe to be reasonable, but not in accordance with GAAP or any guidelines of the SEC. Actual results may vary, perhaps materially. You are strongly cautioned not to place undue reliance on such projections and other forward-looking statements. All subsequent written and oral forward-looking statements attributable us or to persons acting on our behalf are expressly qualified in their entirety by these cautionary statements. Except as required by federal securities laws, we disclaim any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Any such forward-looking statements, whether made in this prospectus or elsewhere, should be considered in the context of the various disclosures made by us about our businesses including, without limitation, the risk factors discussed above. For further discussion of these and other factors that could impact our future results, performance or transactions, please carefully read "Risk Factors."

USE OF PROCEEDS

The net proceeds to us from the sale of shares being offered by us at an assumed initial public offering price of $ per share, after deducting estimated underwriting discounts and commissions and estimated offering expenses, are estimated to be approximately $ million, or approximately $ million if the underwriters' over-allotment option is exercised in full.

The principal purposes of this offering are to create a public market for our common stock; to provide resources to develop new company-owned clinics; to acquire selected existing franchisees; to repurchase selected regional developer licenses; for general corporate purposes, including additional working capital, capital expenditures and marketing; to facilitate future access to the public capital markets; and to provide us with flexibility in the future to acquire additional businesses, either with the net proceeds from this offering or through the publicly traded common stock we create through this offering.

We have not allocated a specific amount of our net proceeds from this offering to any particular purpose. The net proceeds we actually expend for the acquisition of additional franchises or regional developer licenses may vary significantly depending on a number of factors, including our ability to enter into a binding acquisition agreement on favorable terms and the negotiated purchase price. In addition, the net proceeds we actually expend for general corporate purposes may vary significantly depending on a number of factors, including future revenue growth and our cash flows. As a result, we will retain broad discretion over the allocation of the net proceeds from this offering. Pending use of the net proceeds from this offering, we intend to invest the net proceeds in short-term, investment-grade securities.

DIVIDEND POLICY

We have never declared or paid any cash dividends on our capital stock. We currently expect to retain future earnings, if any, to finance the growth and development of our business and do not anticipate paying any cash dividends in the foreseeable future.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of March 31, 2014:

- on an actual basis;
- on a pro forma basis assuming (i) a dividend of shares of our common stock for each share of our common stock held as of 2014, to be effected prior to the commencement of this offering, and (ii) the conversion of 25,000 shares of Series A preferred stock into shares of common stock, to be effected upon the completion of this offering; and
- on a pro forma as adjusted basis to reflect the sale of shares of our common stock at the assumed initial public offering price of $ per share, less estimated underwriting discounts and commissions and estimated offering expenses.

You should read this information in conjunction with the section entitled, "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our combined financial statements and the related notes appearing elsewhere in this prospectus.

	As of March 31, 2014		
	Actual	Pro Forma	As Adjusted
	(in thousands)		
Cash and cash equivalents	$ 3,024		
Capital lease obligations – net of current position	—		
Stockholders' equity:			
Series A Preferred Stock; $0.001 par value; 50,000 shares authorized; 25,000 issued and outstanding (actual) and no shares issued and outstanding (pro forma and pro forma adjusted)	—		
Common stock; $0.001 par value; 4,250,000 shares authorized (actual); [ ] shares authorized (pro forma as adjusted); 2,702,343 shares issued and outstanding (actual) and [ ] shares issued and outstanding (pro forma); and (pro forma as adjusted)	3		
Additional paid-in capital	1,565		
Treasury stock (300,000 shares at cost)	(792)		
Accumulated deficit	(2,109)		
Total stockholders' equity (deficit)	(1,333)		
Total capitalization	$ 1,691	$ —	$ —

This table excludes the following shares:

- 111,750 shares of common stock issuable as of March 31, 2014 upon the exercise of outstanding options at a weighted-average exercise price of $2.13 per share; and
- shares of common stock issuable upon exercise of warrants to be issued to the representative of the underwriters in connection with this offering, at an exercise price per share equal to 125% of the public offering price, as described in the "Underwriting — Representative's Warrants" section of this prospectus.

DILUTION

If you invest in our stock, your interest will be diluted to the extent of the difference between the public offering price per share of our common stock and the pro forma net tangible book value per share of our common stock after this offering.

The net tangible book value of our common stock on March 31, 2014 was ($1.3 million) or ($0.49) per share of common stock. Net tangible book value per share represents the amount of our total tangible assets less total liabilities, divided by the number of shares of common stock outstanding. Dilution in net tangible book value per share represents the difference between the amount per share paid by purchasers of shares of our common stock in this offering and the net tangible book value per share of our common stock immediately afterwards. After giving effect to our sale of million shares of common stock offered by this prospectus at an assumed initial public offering price of $ per share, and after deducting the underwriting discounts, commissions and estimated offering and acquisition expenses payable by us, our pro forma net tangible book value will be $ million, or approximately $ per share. This represents an immediate increase in pro forma net tangible book value of $ per share to existing stockholders and an immediate dilution in net tangible book value of $ per share to new investors. The following table illustrates the per share dilution:

Estimated public offering price per share		$
Net tangible book value per share as of March 31, 2014	($0.49)	
Increase per share attributable to new investors		
Pro forma net tangible book value per share after this offering		
Dilution in net tangible book value per share to new investors		$

This table excludes the following shares:

- 111,750 shares of common stock issuable as of March 31, 2014 upon the exercise of outstanding options at a weighted-average exercise price of $2.13 per share; and
- shares of common stock issuable upon exercise of warrants to be issued to the representative of the underwriters in connection with this offering, at an exercise price per share equal to 125% of the public offering price, as described in the "Underwriting — Representative's Warrants" section of this prospectus.

The following table sets forth, on a pro forma basis at March 31, 2014, the differences in the total consideration and average price per share paid by existing stockholders, and by new investors, before deducting estimated offering and acquisition expenses payable by us, using an assumed initial public offering price of $ per share.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percentage	Amount	Percentage	
Existing stockholders[1]	2,702,343	%	$10,000,075	%	$ .37
New investors					$
Total		100.0%	$	100.0%	

(1) See "Certain Transactions" for a discussion of the issuance of common stock to our initial stockholders.

If the underwriters' over-allotment option is exercised in full, the number of shares held by new public investors will be increased to or approximately % of the total number of shares of our common stock outstanding after this offering.

SELECTED FINANCIAL DATA

The following table presents our selected historical consolidated financial data and certain other financial data. The historical consolidated balance sheet data as of December 31, 2013 and December 31, 2012, and the consolidated statement of operations and consolidated statement of cash flows data for the years ended December 31, 2013, December 31, 2012, have been derived from our historical audited consolidated financial statements, which are included in this prospectus.. The consolidated balance sheet data as of March 31, 2014 have been derived from our historical unaudited consolidated financial statements, which are included in this prospectus.

The information set forth below should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations," and is qualified by reference to the financial statements and notes thereto appearing elsewhere in this prospectus.

	Year Ended December 31,		Quarter Ended March 31, 2014	Quarter Ended March 31, 2013
	2012	2013		
	(in thousands, except per share data)			
Consolidated Statement of Operations Data				
Revenues:				
Franchise and Regional Developer Fees	$ 1,732	$ 3,279	$ 573	$ 870
Royalties	536	1,531	608	244
Other income	517	1,148	332	243
Total revenues	2,785	5,958	1,513	1,357
Cost of Revenues	(1,090)	(2,006)	(530)	(488)
General and administrative	(3,042)	(3,512)	(1,140)	(888)
Other income (expense)	36	(32)	—	(17)
(Provision) benefit for income taxes	575	(252)	29	72
Net income (loss)	$ (736)	$ 156	$ (128)	$ 36
Earnings per share:				
Basic	$ (0.27)	$ 0.06	$ (0.05)	$ 0.01
Fully diluted	$ (0.27)	$ 0.06	$ (0.05)	$ 0.01
Non-GAAP Financial EBITDA adjusted pro forma combined EBITDA	$ (1,266)	$ 501	$ (104)	$ (20)

	December 31, 2012 (audited)	December 31, 2013 (audited)	March 31, 2014 (unaudited)
	(in thousands)		
Consolidated Balance Sheet Data			
Cash and cash equivalents	$ 3,566	$ 3,517	$ 3,024
Property and equipment	230	400	909
Deferred franchise costs	3,208	3,223	3,198
Other assets	2,096	2,628	2,705
Total assets	9,100	9,768	9,836
Deferred revenue	9,949	10,008	9,965
Other liabilities	287	981	1,204
Total liabilities	10,236	10,989	11,169
Stockholders'equity	(1,136)	(1,221)	(1,333)

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion of the financial condition and results of operations should be read in conjunction with our financial statements and their notes appearing elsewhere in this prospectus. This discussion contains forward-looking statements, the accuracy of which involves risks and uncertainties. Our actual results could differ materially from those anticipated in these forward looking statements for many reasons, including the risks faced by us described in "Risk Factors" starting on page 14 and elsewhere in the prospectus.

Overview

The Joint Corp. ("we," "our" or "us"), a Delaware corporation, was formed on March 10, 2010, for the purpose of franchising chiropractic clinics, selling regional developer rights and supporting the operations of franchised chiropractic clinics at locations throughout the United States.

The Joint Corporate Unit No. 1 LLC, an Arizona limited liability company, was formed on July 14, 2010, for the purpose of operating chiropractic centers in the state of Arizona. It operated one company-owned clinic which was sold on July 1, 2012, and all remaining balances were consolidated with The Joint as of December 31, 2013.

We seek to be the leading provider of chiropractic care in the markets we serve and to become the most recognized brand in our industry through the rapid and focused expansion of chiropractic clinics in key markets throughout North America and abroad.

Revenues

Franchise Fees. Our revenues from franchise fees are derived from the sales of franchised units which are recognized when a clinic is opened. In April of 2010, we became a registered franchisor, with the acquisition of 23 original franchises. In 2013, franchise fees recognized were $2,536,333, or 42.6% of total 2013 revenue.

Royalty Fees. We collect royalties based upon the terms of our franchise disclosure document and our franchise agreements, currently equal to 7% of gross sales from open clinics. In 2013, royalty fees were $1,531,201, or 25.7% of total revenues for 2013.

Advertising Fund Revenue. In 2013, advertising fund revenue was $216,784, or 3.6% of total revenues.

IT Related Income and Software Fees. We collect a monthly computer software fee for use of our proprietary chiropractic software, for related computer support and related internet service support. That fee is $275/month per open clinic. The combined software and supportive hardware program was made available to all clinics in April 2012. IT related revenue represents a flat fee paid by our franchisees to purchase the clinics' computer equipment, operating software, pre-installed chiropractic system software, keycard scanner and credit card receipt printer. In 2013, combined IT related income and software fees were $762,867, or 12.8% of total revenues.

Regional Developer Fees. In 2011, we established a regional developer program to engage independent contractors to assist in developing a specified geographical region. Under this program, regional developers pay a per license fee of 25% of the applicable franchise fee to obtain the right to develop a minimum number of clinics within a specified geographic region and receive 50% of franchise fees collected upon the sale of franchises and 3% of royalties collected from open clinics in their region. No additional fees are required from regional developers in respect of clinics developed by the regional developer in excess of their minimum development obligation in the territory. Regional developer fees are recognized as revenue when we have performed substantially all initial services required by the regional developer agreement, which is generally upon the opening of each clinic. In 2013, regional developer fees were $742,875, or 12.5% of total revenues.

Cost of Revenues

Cost of Revenues. Cost of Revenues is comprised of expenses associated with sales, opening and ongoing support in respect of our clinic operators and regional developers. Specifically, cost of revenues includes franchise sales commissions, regional developer royalties and commissions and payments to contracted sales professionals. These costs are recognized upon the opening and ongoing operations of the clinics. Also included in cost of revenues are the costs of computer hardware and software sold to each franchisee owner.

For the year ended December 31, 2013, cost of revenues was $2,006,196, or 33.7% of total revenues, reflecting a decrease from 2012, in which cost of revenues was 39.2% of total revenues. Cost of revenues as a percent of revenues increased in the first quarter of 2014 to 35.1% because of increased regional developer royalty expense due to the timing of clinics opening in 2014.

Selling, General and Administrative Costs

Selling, general and administrative costs include all corporate and administrative functions that support our clinics and provide an infrastructure to facilitate our operations and future growth. Components of these costs include executive management, supervisory and staff salaries, bonuses and related taxes and employee benefits, marketing, travel, information systems, training, support center rent and related occupancy costs, and professional and consulting fees. Selling, general and administrative expenses rose in 2013 by more than $470,000 in response to our growth and the opening of 93 clinics in 2013, which represented an increase of 40 above 2012. In 2014, we opened 18 new clinics which contributed to selling, general and administrative costs of $1,139,700 in the first quarter. As a result of these additional clinics opening, selling, general and administrative costs as a percent of revenues increased for the first quarter of 2014 to 75.3% from 59.0% for the year ended December 31, 2013.

Selling and marketing expenses consist principally of advertising and promotion, outside services, media and advertising, marketing fund expenditures and internal software costs. These costs are directed through our chief marketing officer and are paid for with the 1% marketing fee we collect from franchisees. Outside services and costs includes programs to create brand awareness and promotion in new markets for potential clinic locations. All advertising costs are expensed as incurred.

Depreciation and Amortization is computed using the straight line method over the estimated useful lives of any property and equipment.

General and Administrative Costs rose in 2013 in response to our growth and the opening of 93 clinics in 2013, which represented an increase of 40 above 2012. In the first quarter of 2014, general and administrative costs rose to $979,690. This was an increase of $307,263 over the first quarter of 2013 and was due to continued growth and the opening of 18 clinics in the first quarter of 2014 in addition to the 93 new clinics opened for fiscal year 2013 and our commitment to develop a significant number of company-owned clinics in selected markets. In anticipation of this growth we have invested in the development of our senior management team which includes the addition of a chief marketing officer, and the hiring of a new chief operating officer and chief executive officer. We are currently developing a chiropractic advisory board to assist in oversight, quality control, research and training in chiropractic and related performance issues. We have engaged a health care focused public relations firm as well as a nationally recognized marketing agency to continue to drive revenue growth and brand awareness.

Results of Operations

Our operating results for fiscal years 2013 and 2012 and for the three months ended March 31, 2014 and March 31, 2013 expressed as a percentage of sales were as follows:

	Year Ended December 31,				Three Months Ended March 31,			
	2013	% of Rev	2012	% of Rev	2014	% of Rev	2013	% of Rev
	(in thousands) (audited)		(in thousands) (audited)		(in thousands) (unaudited)		(in thousands) (unaudited)	
Total revenues	5,958		2,785		1,513		1,357	
Total cost of revenues	2,006	33.7%	1,090	39.2%	530	35.1%	488	36.0%
Total selling, general and administrative expenses	3,512	58.9%	3,042	109.2%	1,140	75.3%	888	65.4%
Income (loss) from operations	$ 440	7.4%	$ (1,347)	(48.4%)	$ (157)	-10.4%	$ (19)	(1.4%)

Comparison of quarter ended March 31, 2014 to quarter ended March 31, 2013

For the quarters ended March 31, 2014 and 2013, our revenues were $1,512,837 and $1,357,151 respectively, an increase of $155,686, or 11.5%. The increase is attributable to increases of $329,563 in royalty fees, in franchise fees of $464,000, $10,575 in software and IT related income and software fees and $25,815 in other income offset by a decrease of $548,750 in regional developer fees and a $125,516 decrease in the advertising fund revenue from franchisees in the first quarter of 2014. The large increase in royalty fees in the first quarter of 2014 was due to an increase in open clinics to 192 from 107 in the same period the prior year. The increased clinic base generated significantly more sales upon which the royalty fee is calculated. The franchise fee is based on new clinics opened in the quarter ended March 31, 2014 of 18 compared to 25 new clinics opening in the same period of 2013.

For the quarters ended March 31, 2014 and 2013, the cost of revenues was 35.1% and 36.0%, respectively as a percentage of total revenues. The decrease in the total cost of revenues was due to a lower IT cost of revenues as a percent of revenues which decreased from 7.0% in 2013 to 4.7% in 2014. These lower IT related costs were partially offset by higher franchise costs of revenues that increased from 28.9% in 2013 to 30.3% in 2014. The total cost of revenues increased by $42,310 which was due to an increase in the franchise cost of revenues of $66,138, and which was partially offset by a decrease in the IT cost of revenues of $23,828.

Selling and general administrative expenses increased $251,920, or 28.4% to $1,139,700 for the quarter ended March 31, 2014 from $887,780 reported for the comparable period in 2013. As a percentage of sales, selling and general administrative expenses increased to 75.3% for the quarter ended March 31, 2014 from 65.4% for the same period in 2013. Selling and marketing expenses decreased $79,836, or 40.0%, to $119,944 for the quarter ended March 31, 2014 from $199,780 reported for the comparable period in 2013. Direct selling expenses are comprised of media and promotion costs, advertising, software development and related travel costs. The decrease in direct selling expenses is attributable to our change in marketing strategy in the first quarter of 2014 and to focus attention on the development of new marketing plans to be launched in the second half of 2014. General administrative expenses increased $307,263 or 45.7%, to $979,690 for the quarter ended March 31, 2014 from $672,427 reported for the comparable period in 2013. The increase is attributable to $190,384 in increases in salaries and wages, stock based compensation, executive relocation costs all included in employment expense. $67,087 is the result of increased cost of professional fees for legal and professional services, $33,750 of director's fees and an increase of $20,946 in the computer and internet expenses. Depreciation expense for the quarter ended March 31, 2014 was $40,066 compared to depreciation of $15,573 for the same period in 2013. The $24,493 increase was primarily due to the additional assets added in 2014 for relocation and expansion of the corporate office and related tenant improvement expenses. Fixed asset additions subsequent to March 31, 2013 were $782,118 contributing to the increased depreciation expense.

Other expense was $0 and $17,000 for the quarters ended March 31, 2014 and 2013, respectively. For the quarter ended March 31, 2014, we paid $420,250 in income taxes arising from profits generated in 2013. There were no income tax payments made for the first quarter of 2013. We recorded an income tax benefit of $29,493 in the quarter ended March 31, 2014. In the same period in 2013, we recognized an income tax benefit of $71,861.

Comparison of year ended December 31, 2013 to year ended December 31, 2012

For the years ended December 31, 2013 and 2012, we reported revenues of $5,958,067 and $2,784,942, an increase of $3,173,125, or 113.9%. The increase is attributable to increases of $1,197,000 in franchise fees, $994,965 in royalty fees, $406,817 in IT related income and software fees, $350,125 in regional developer charges, $161,648 in advertising fund revenue and $122,692 in merchant fee rebates for promotional marketing and credit card processing, partially offset by a decrease of $60,122 of clinic revenue.

For the years ended December 31, 2013 and 2012, we reported cost of revenues of $2,006,196 and $1,090,533, an increase of $915,663, or 84%. As a percentage of revenues, cost of revenues decreased to 33.7% for the year ended December 31, 2013 from 39.2% for the same period in 2012. The decrease is attributable to the mix of revenues and cost of revenues. With the increased number of clinics in 2013 the royalty fees earned in 2013 increased $944,965 over the prior year. For the year ended December 31, 2013 and 2012, we reported clinic openings of 93 and 53 respectively, an increase of 40, or 75.5%.

For the years ended December 31, 2013 and 2012 we reported selling and general administrative expenses of $3,512,082 and $3,041,550 an increase of $470,532, or 15.5%. As a percentage of revenue, selling and general administrative expenses decreased to 58.9% for the year ended December 31, 2013 from 109.2% for the year ended December 31, 2012. Selling and marketing expenses increased $32,341, or 4.3%, to $781,256 for the year ended December 31, 2013 from $748,915 reported for the year ended December 31, 2012. Direct selling expenses are comprised of media and promotion costs, advertising, software development and related travel costs. This increase in direct selling expenses is attributable to our addition of new franchise stores from a year ago. General administrative expenses increased $417,280 or 18.6%, to $2,680,101 for the year ended December 31, 2013 from $2,242,821 reported for the year ended December 31, 2012. The increase is attributable to $477,361 in increases in salaries and benefits, $83,695 for occupancy and related costs and $20,285 for miscellaneous expenses, partially offset by decreases of $164,061 in office expenses, professional fees, insurance and clinic expenses (we sold the company clinic as of June 2013). Depreciation expense for the year ended December 31, 2013 was $70,725 compared to depreciation of $49,814 for the year ended December 31, 2012. The $20,911 increase in depreciation was primarily due to the additional assets added in 2013 for software development for our franchisees.

Other income (expense) totaled $(32,000) and $36,318 for the years ended December 31, 2013 and 2012, respectively.

For the year ended December 31, 2013 and 2012, we recorded income tax benefit of approximately $252,154 and $574,528, respectively.

Liquidity and Capital Resources

We will finance our operations primarily with the capital raised through sales of our common equity securities in connection with this offering. As of March 31, 2014 we had cash and cash equivalents of $3,023,875.

We expect to devote substantial resources to acquiring additional companies. Although we anticipate that the proceeds of this offering, together with our current cash and cash equivalents and cash flows will be sufficient to fund our activities for the next twelve months and the foreseeable future, we cannot assure you that we will not require additional financing within this time period or that additional funding, if needed, will be available on terms acceptable to us or at all. In addition, although there are no present understandings, commitments or agreements with respect to any acquisition of other businesses, products or technologies, we intend to actively seek and attempt to complete the acquisition of other businesses. If we are unable to raise additional equity or debt financing, if and when needed, we could be forced to significantly curtail our operations.

At March 31, 2014, we had an accumulated deficit of $2,108,855. Current assets of $5,159,375 exceeded current liabilities of $2,873,960 by $2,285,415. Historically, we have financed our business through cash generated from ongoing operations.

At December 31, 2013, we had an accumulated deficit of $1,980,961. Liquid assets at December 31, 2013 consisted primarily of cash and cash equivalents of $3,516,750. Current assets of $5,660,799 exceeded current liabilities of $3,589,459 by $2,071,340.

Cash Flows

Cash Flow for First Quarter 2014

Cash decreased $492,876 to $3,023,875 at March 31, 2014, as compared to $3,516,750 at December 31, 2013, which results from the following:

Net Loss	$ (127,894)
Adjustments to reconcile net income to net cash	55,664
Changes in operating assets and liabilities	122,009
Net cash provided by operating activities	49,779
Net cash used in investing activities	(542,654)
Net cash provided by financing activities	0
Net decrease in cash	$ (492,875)

Net cash provided by operating activities for the quarter ended March 31, 2014 was $49,779 comprised of noncash reconciling adjustments of $55,664 and changes in operating assets and liabilities of $122,009 partially offset by a net loss of $127,894. Noncash reconciling adjustments includes an increase in stock based compensation expense of $15,600 and depreciation and amortization of $40,006.

The $122,009 increase in cash in operating assets and liabilities is primarily attributable to cash received and recorded as a deferred tenant allowance for $540,361, a decrease in accounts receivable $85,929, an increase of $58,096 for accounts payable and accrued expenses and an increase in co-op funds liability of $26,586 partially offset by a reduction in the income tax liability of $419,297, additional prepaid taxes of $63,499 and reductions in deferred revenue of $43,500 and an increase in restricted cash of $113,324.

Cash used in financing activities was due to the purchase of property and equipment as a part of the move into the new corporate office space for $548,993 partially offset by payments received on the outstanding long-term notes receivable for $6,339.

Cash Flow for Fiscal Year 2013 compared to Fiscal Year 2012

Cash decreased $48,842 to $3,516,750 at December 31, 2013, as compared to $3,565,592 at December 31, 2012, which results from the following:

Net Income	$ 155,635
Adjustments to reconcile net income to net cash	(487,126)
Changes in operating assets and liabilities	753,708
Net cash provided by operating activities	422,217
Net cash used in investing activities	(231,059)
Net cash used in financing activities	(240,000)
Net decrease in cash	$ (48,842)

Cash provided by our operating activities for the year ended December 31, 2013 was $422,217 resulting from net income of $155,635 and cash increases in operating assets and liabilities of $753,708, partially offset by noncash reconciling adjustments of $487,126. Noncash reconciling adjustments include accrued interest on notes receivable of $5,551 and deferred income taxes of $552,300 partially offset by depreciation and amortization of $70,725.

The $753,708 increase in cash from operating assets and liabilities is primarily attributable to an decrease in restricted cash of $17,290, prepaid income taxes of $300,000, prepaid expenses and other current assets of

$47,069, decreases in accounts payable and accrued expenses of $125,394, co-op funds liability of $9,359, payroll liabilities of $58,046, deferred revenue of $59,167, income taxes payable of $419,297, and other liabilities for $108,029 partially offset by an increase in accounts receivable of $287,757, deferred franchise costs of $14,850, deposits and other assets of $60,686, and a decrease in marketing fund deferred revenue of $26,650.

Cash used in investing activities of $231,059 was the result of the purchase of equipment for $241,412, offset by payments received from notes receivable of $10,353. Cash used in financing activities was $240,000, and is comprised of the purchase of treasury stock of $240,000.

Net cash provided by operating activities decreased $1,753,720, or 81% to $422,217 for the year ended December 31, 2013 from $2,175,937 for the comparable period in 2012. This decrease in net cash provided from operating activities, is comprised of an increase in operating assets and liabilities of $2,684,810 offset by a decreases in non-cash reconciling adjustments of $39,160 and net loss of $891,930 for the year ended December 2013 as compared to 2012.

Net cash used in financing activities increased $240,000, or 100% for the year ended December 31, 2013 from $0 for the comparable period in 2012. This increase is comprised of a $240,000 increase in the purchase of treasury stock.

Recent Accounting Pronouncements

In July 2013, the FASB issued ASU No. 2013-11, *Income Taxes (*Topic 740) which provides guidance on financial statement presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The update is effective for years beginning after December 15, 2013. We do not expect the implementation of this standard to have a material impact on its consolidated balance sheets or consolidated results of operations.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* (Topic 606) which provides guidance on how companies recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects consideration to which we expect to be entitled in exchange for those goods or services. We are in the process of evaluating the impact of this pronouncement.

Potential Fluctuations in Quarterly Results and Seasonality

Our quarterly operating results may fluctuate significantly as a result of a variety of factors, including the timing of new clinic openings, markets in which they are contained and related expenses, general economic conditions, consumer confidence in the economy, consumer preferences, and competitive factors.

Contractual Obligations and Risk

The following table summarizes our contractual obligations at December 31, 2013 and the effect that such obligations are expected to have on our liquidity and cash flows in future periods:

Contractual Obligation	2014	2015	2016	2017	2018	2019 & Beyond	Other	Total
Operating lease obligations	116,000	235,000	250,000	255,000	260,000	154,000		1,270,000
Uncertain tax positions [(1)]	—	—	—	—	—	—	182,711	182,711
Total	116,000	235,000	250,000	255,000	260,000	154,000	182,711	1,452,711

(1) Unrecognized tax benefits, as shown in "Other," have been recorded as liabilities, And we are uncertain as to if or when such amounts may be settled.

Quantitative and Qualitative Disclosures about Market Risk

Our market risk exposures are related to our cash, cash equivalents and investments. We invest our excess cash in liquid short-term investments with a maturity of less than one year. We anticipate investing our net proceeds from this offering in similar investment grade and highly liquid investments. These investments are not held for trading or other speculative purposes. Changes in interest rates affect the investment income we earn on our investments and, therefore, impact our cash flows and results of operations.

All of our transactions are conducted, and our accounts are denominated, in United States dollars. Accordingly, we are not exposed to foreign currency risk.

Critical Accounting Policies and Estimates

The preparation of our financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent liabilities and the reported amounts of revenues and expenses. Our estimates are based on assumptions we believe are reasonable under the circumstances. We will evaluate our estimates on an ongoing basis and make changes as experience develops or as we become aware of new information. Actual results may differ from these estimates.

BUSINESS

Our Company

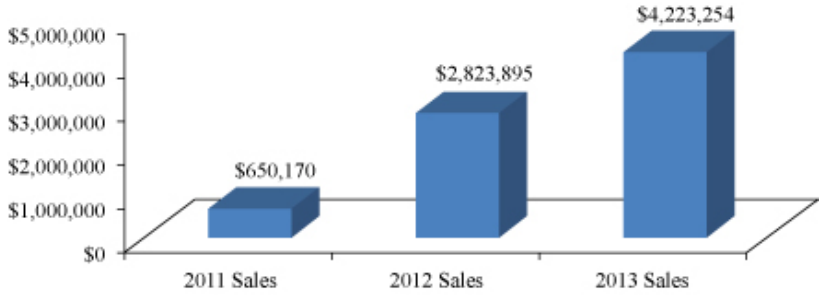
We are the largest franchisor of chiropractic clinics that operate on a non-insurance, cash-based model in the United States. We seek to be the leading provider of chiropractic care in the markets we serve and to become the most recognized brand in our industry through the rapid and focused expansion of chiropractic clinics in key markets throughout North America and abroad. Our mission is to improve quality of life through routine chiropractic care. We strive to accomplish this by making quality care readily available and affordable. We have created a growing network of modern, consumer-friendly chiropractic clinics operated by franchisees that employ only licensed chiropractors. We have priced our services below most competitors' pricing for similar services and below most insurance co-payment levels (i.e., below the patient co-payment required for an insurance-covered service).

Since acquiring the predecessor to our company in March, 2010, we have grown our enterprise from eight to 215 franchised clinics in operation as of June 30, 2014, with another 250 franchises granted through our network of regional developers and independent franchise operators. In the six months ended June 30, 2014 our clinics registered 948,304 patient visits and generated system-wide revenues of $19,773,084.

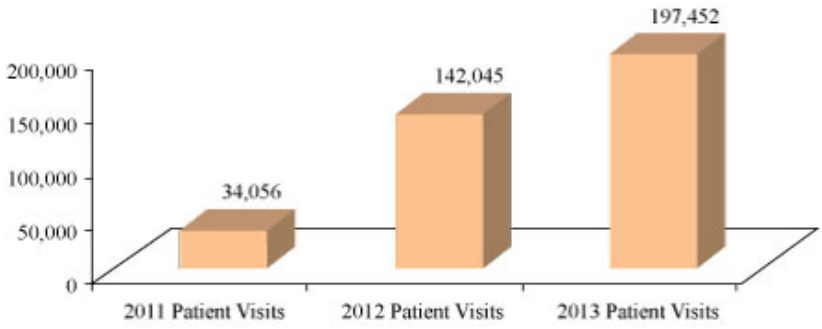
All 215 Joint clinics open as of June 30, 2014 are operated by franchisees. Of these, 40 franchises have been awarded directly by us. In addition, 175 franchises were awarded pursuant to our regional developer program in which we sold licenses to third parties to develop franchises in particular geographic areas. Our future growth strategy will increasingly focus on opening clinics directly owned and operated by us, while continuing to grow through the sale of additional franchises.

Over the past three years, our franchisees have achieved sustained increases in average monthly revenues and patient visits per clinic, which we believe demonstrates our ability to continue to increase revenues and to grow our brand equity. For the 14 clinics that opened in 2011, we increased sales throughout our system from $650,170 in 2011 to $2,823,895 in 2012, and to $4,223,254 in 2013, and increased patient visits from 34,056 in 2011 to 142,045 in 2012 and to 197,452 in 2013.

Sales — Clinics Opened in 2011

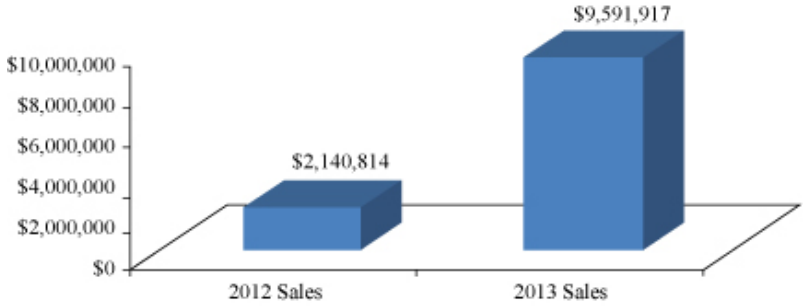


Patient Visits — Clinics Opened in 2011

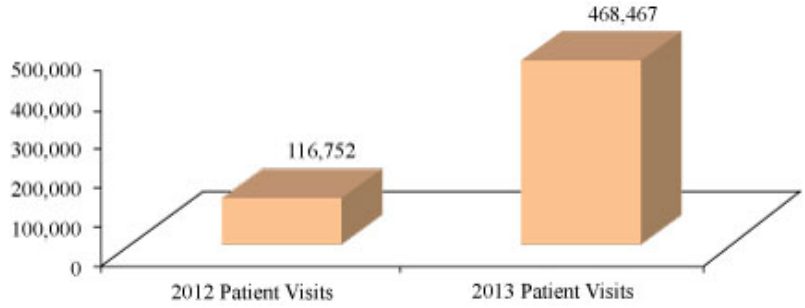


For the 53 clinics that opened in 2012, we increased sales from $2,140,814 in 2012 to $9,591,917 in 2013, and increased patient visits from 116,752 in 2012 to 468,467 in 2013.

Sales — Clinics Opened in 2012

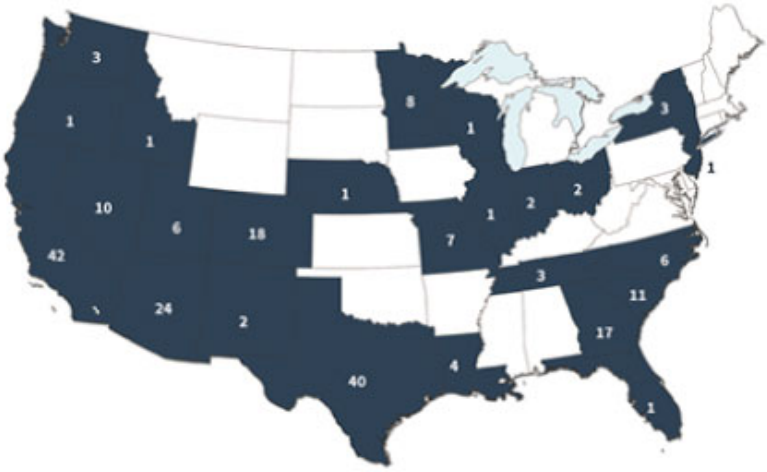


Patient Visits — Clinics Opened in 2012



As part of our branding strategy, we deliver convenient, appointment-free chiropractic adjustments in a casual, inviting, consumer-oriented environment at prices that are between 56% and 70% lower than the average cost for comparable procedures offered by traditional chiropractors, according to *First Research*. To increase convenience and value for our patients, our clinics offer a variety of customizable membership and wellness plans which feature discounted pricing even as compared with our single-visit pricing schedules. These flexible plans are designed to attract patients and encourage repeat visits and routine usage.

As of June 30, 2014, we have 215 franchised clinics in operation in 25 states. The map below shows the states in which our franchisees operate clinics and the number of clinics open in each state as of June 30, 2014.



Our locations have been selected to be visible, accessible and convenient. We offer a welcoming, consumer-friendly experience that attempts to redefine the chiropractic doctor/patient relationship. Our clinics are open longer hours than most of our competitors and our patients do not need appointments. We operate a "cash" business. We do not accept insurance and do not provide Medicare covered services. We believe that our approach, especially our commitment to affordable pricing and our ready service delivery model, will attract existing consumers of chiropractic services and will also appeal to the growing market of consumers who seek alternative or non-invasive wellness care.

Patients

We appeal to a broad demographic group. Our patients come from a cross section of 20 different demographic categories with significant variation in age, income, employment and lifestyle. Our top five demographic/psychographic categories (using Pitney Bowes' "Personix" profiles) are as follows:

Personix Profile	Median Age	Income Range	Occupation
Collegiate Crowd	21	$15 – 20K	Student/Manager/Clerical
Career Building	26	$50 – 75K	Professional/Technical
Savvy Singles	37	$50 – 100K	Professional/Technical
Solid Single Parent	43	$50 – 75K	Professional/Technical
Career-Centered Singles	54	$75 – 100K	Professional/Managerial

Services

We offer convenient, appointment-free chiropractic adjustments in a casual, inviting, consumer-oriented environment. To increase convenience and value for our patients, our clinics offer a variety of membership and wellness packages which feature discounted pricing as compared with our single-visit pricing. These flexible packages are designed to attract patients and encourage repeat visits and routine usage. As an added advantage, patients who purchase memberships may receive adjustments at any Joint clinic throughout our system at no additional cost.

Our goal is to locate our clinics in highly visible retail centers. Our clinics measure, on average, approximately 1,000 – 1,200 square feet, and contain a reception area and an average of three treatment tables. A typical clinic is staffed by one receptionist/wellness coordinator and one or two chiropractic doctors. Our service delivery model, coupled with our consistent, consumer-oriented approach, has been designed to aid in the development of brand awareness and to provide our patients with an identifiable, comfortable, upscale

service experience that distinguishes us from the clinical and impersonal atmosphere often encountered at traditional chiropractic and medical offices.

Our patients arrive at our clinics without appointments at times convenient to their schedules. Once a patient has signed up, they simply swipe their membership card at a card reader at the reception desk to announce their arrival. Typically, within five to seven minutes (the average throughout our system), the patient is escorted to the non-intimidating, open adjustment area, where they are required to remove only their outerwear to receive their adjustment. The adjustment, administered by a licensed chiropractor, takes approximately 12 – 15 minutes on average for a new patient and 7 minutes on average for a returning patient. Each patient's records are automatically updated in our proprietary data storage system by our chiropractors in compliance with all applicable medical records security and privacy regulations. A typical Joint adjustment area is shown on the inside front cover of this prospectus.

Our consumer-focused service model targets the non-acute treatment market, which we believe to be the largest segment of the chiropractic services market. As our model does not focus on the treatment of severe, acute injury, we do not have the need to provide expensive and invasive diagnostic tools such as MRIs and X-rays but instead refer those who present with acute symptoms to alternate healthcare providers, including traditional chiropractors. We seek to drive patient flow to our clinics by creating brand awareness through numerous, conveniently located, highly visible clinic locations and traditional retail-oriented marketing and customer acquisition techniques. We intend to maximize our operational efficiencies, drive usage and grow brand awareness through the expansion of our presence into a national infrastructure that leverages our size and local market density.

We maintain operating standards in compliance with the highest standards in the chiropractic profession. We intend to recruit a chiropractic advisory board consisting of cross-functional specialists and opinion leaders. Collectively they would contribute to an integrated understanding of the science of chiropractic and advise us on the current state of spinal and neuromuscular research. In addition, we expect that our chiropractic advisory board will contribute to the development and improvement of our protocols and operating practices.

Franchises

All of our current clinics are operated by franchisees under franchise agreements with us. We set forth rigorous qualification criteria and training programs that adhere to strict operating standards for franchise owners. We work hard to ensure that each of our franchise locations meets the same quality and patient service standards in order to preserve the consistency and reliability of our brand.

We are dedicated to providing the tools our franchise owners need to succeed before, during and after a clinic opening, including assistance with site selection and development, training, operations and marketing support. Through our franchise support and development infrastructure and our rigorous screening process, we have successfully built a base of 215 franchise clinics and 104 franchise owners as of June 30, 2014, with an average clinic ownership of approximately two clinics per franchise owner. As of June 30, 2014, a majority of our franchise owners owned one clinic, while approximately 85% of franchisees owned one or two clinics. We believe this highly diversified franchise owner base demonstrates the viability of our concept across numerous types of owners and operators, limits our risk and provides an attractive base of owners with capacity to grow with our brand.

Franchise Disclosure. The United States Federal Trade Commission and many states require a franchisor to provide a franchise disclosure document or "FDD" to all prospective franchisees. In addition, many states require a franchisor to register with a state franchise administrator before offering or selling a franchise in that state. We believe we have complied with all federal regulations regarding disclosure and with all state franchise registration requirements in the states in which we have sold, offered or are offering to sell franchises. Our FDD contains detailed information about our company's organization and history, and explains to prospective franchisees what their rights and responsibilities would be if they became our franchisee. The FDD also includes our financial statements, a copy of our standard franchise agreement and various other documents and agreements that are relevant to a prospective franchisee's decision to purchase a franchise.

Regional Developers. We have entered into 27 regional developer licenses with 15 regional developers in which we granted to regional developers the right to solicit potential franchisees in a defined territory. The

fee for a regional developer license varies from territory to territory and generally depends on the number of franchises anticipated to be awarded within a particular territory. We reserve the right to approve franchisees and clinic sites identified by our regional developers. We receive 50% of our standard franchise fee for franchises awarded under regional developer licenses, and we remit a 3% royalty to our regional developers on the gross revenues of franchises awarded under their regional developer licenses.

Franchise Agreements. For each franchise clinic, we enter into a franchise agreement stipulating a standard set of terms and conditions. The initial term of a franchise agreement generally is 10 years, with one 10-year renewal option. The standard initial franchise fee for our clinics is $29,000. This initial fee is paid in full at the time the franchise agreement is signed. A franchise fee allows an owner to open a single clinic at a specific location. Our franchise agreements do not, however, typically create an exclusive territory for our franchisees outside of their specific location. Franchise owners who renew their franchises after the initial term must pay us a renewal fee equal to 25% of our then-current initial franchise fee.

Under our standard franchise agreements, franchise owners are also required to pay an ongoing royalty fee of 7.0% of gross revenues in order to use our registered trademarks and to benefit from corporate franchise support. Our franchise owners currently contribute 1% of gross revenues to a regional and national advertising fund, and we may, under certain circumstances, raise this contribution to 2% of gross revenues.

From time to time, we may enter into amendments to our standard franchise agreements as part of various limited incentive programs targeted to improve clinic growth, accelerate development in certain markets or assist underperforming clinics, among others. These amendments may include lower royalty fees for a limited period.

We have the right to terminate our franchise agreements for a number of reasons, including insolvency or bankruptcy, failure to operate franchised clinics according to our standards, understatement of sales, failure to pay fees, or material misrepresentations on an application for a franchise.

If a franchisee is not a licensed chiropractor, we provide the franchisees with a standard form of management agreement that, depending on the laws of the state in which the franchisee is located, the franchisee may be required to enter into with a chiropractic professional corporation or professional limited liability company, pursuant to which the franchisee will provide management and administrative services to the professional corporation or limited liability company. Under this arrangement, the franchisee is prohibited from providing, supervising, directing or controlling the manner in which the licensed chiropractors who are employed by the professional corporation or limited liability company provide chiropractic services to their patients.

Franchise Owner Support. From the time the initial franchise agreement is executed, we offer assistance in order to ensure that our franchise owners begin their Joint ownership in a manner that we believe will foster success. Although our franchise owners are responsible for site selection, we provide guidance and assistance through the site searching and acquisition process, as well as in the design and construction phases.

Site Selection. Franchise owners are responsible for finding their own site, with guidance and approval from us. Standard specifications involve such factors as: (i) general location/neighborhood; (ii) traffic patterns; (iii) parking; (iv) size; and (v) proximity to competing businesses. Once a franchise owner completes a site submission package, which typically occurs at least 150 days prior to the execution of a lease, our real estate personnel will assess the prospective site and, if deemed appropriate, provide written approval to start negotiations for a lease of the site. Throughout this negotiation process, members of our real estate team support the franchise owner.

Design and Construction. Once a site is approved, our construction management personnel provide the franchise owner with construction education and design plans to ensure that the franchised location fits our standards and specifications. Once a lease is signed, we also help our franchise owners in: (i) identifying and selecting qualified contractors; (ii) submitting plans for necessary permits; (iii) reviewing bids and (iv) helping to negotiate prices for design and construction. During the actual construction phase, our construction management personnel also help the franchise owner in providing final punch list instructions prior to opening the clinic.

Training. We have a mandatory training program for new franchise owners and their managers, crafted to provide the technical and managerial skills necessary to prepare them for their duties. Our training program

consists of 12 hours of classroom training and 14 hours of on-the-job training, covering areas including (i) our operating manual; (ii) computer software; (iii) accounting; (iv) vendor relations; (v) construction specifications; (vi) staffing; (vii) new patients; (viii) adjusting techniques; (ix) communications; (x) patient education; and (xi) marketing and advertising. We equip and support our franchise owners with the necessary tools to represent the brand and empower each franchise owner to run a successful business that ultimately drives our operating results. In addition to the initial franchise owner training, we offer support materials through our website and conduct periodic educational webinars.

System Standards and Operations Support. We have established stringent standards for franchise operations to protect and benefit the Joint brand and our franchise owners. These standards are clearly and thoroughly detailed for franchise owners through our operations manual, which is given to franchise owners in training and amended periodically. Topics covered in our operations manual include, among other things: (i) pre-opening procedures; (ii) construction; (iii) operating guidelines; (iv) detailed daily operating procedures; (v) software and (vi) marketing guidance. We periodically provide refresher training programs, seminars and regional meetings which require the attendance and satisfactory completion by franchise owners and/or their managers.

Our Industry

The chiropractic industry in the United States is large, growing and highly fragmented. The Centers for Medicare and Medicaid Services, or CMS, predicts that chiropractic services expenditures in the U.S. were $11.6 billion in 2013 and are expected to grow approximately 3% annually for the next five years. In addition, according to a January 2014 IBISWorld report, approximately $4.7 billion of the total chiropractic market comes from out-of-pocket, or cash, payments by patients. The United States Bureau of Labor Statistics expects employment in chiropractic to grow faster than the average for all occupations. Some of the factors the Bureau of Labor Statistics identified as driving this growth are healthcare cost pressures, an aging population requiring more health care and technological advances that are expected to shift services from inpatient facilities and hospitals to outpatient settings. We believe that the demand for chiropractic services will continue to grow as a result of several additional drivers such as the increased awareness of the benefits of regular maintenance therapy and increasing awareness of the availability of our pricing at significant discounts to the cost of traditional chiropractic adjustments and, in most cases, below the level of insurance co-payment amounts.

Most chiropractic services are provided by sole practitioners in medical-office settings. The chiropractic industry differs from the broader healthcare services industry in that it is more heavily consumer-driven, market-responsive and price sensitive, as the result of many treatment options falling outside the bounds of traditional insurance reimbursable services and fee schedules. According to a report issued by First Research in March, 2014, expenditures for chiropractic services in the United States were approximately $11.6 billion in 2013, which represents only 3.8% of all healthcare expenditures, and in 2013 the top five companies delivering chiropractic services in the United States generated less than 10% of all industry revenue. In addition, according to Chiropractic Economics, private sources financed 65.4% of all chiropractic expenditures, with only 17.1% of chiropractic costs financed by government programs, including Medicare and Medicaid. We believe these characteristics are evidence of an underserved market with potential consumer demand that is favorable for an efficient, low-cost, consumer-oriented provider.

We believe that certain trends that favor our business model are present in our industry. Among these are:

- individuals are increasingly practicing active lifestyles, people are living longer, and require more medical, maintenance and preventative support;
- individuals are displaying an increasing openness to alternative, non-pharmacological types of care;
- utilization of local conveniently sited urgent-care or “mini-care” alternatives to primary care is increasing; and
- health clubs, massage and other non-drug, non-invasive wellness maintenance providers continue to grow in popularity.

Chiropractic care is widely accepted among individuals with a variety of medical conditions, particularly back pain. Between approximately 6% and 9% of the United States population regularly uses chiropractic. According to the American Chiropractic Association, 81% of Americans experience back pain on an annual basis. According to Global Industry Analysts, chiropractic represents one of the most popular and cost effective alternative treatments for musculoskeletal disorders and is being used by more than 50% of American patients suffering from persistent back pain. The National Center for Complementary & Alternative Medicine of the National Institutes of Health has stated that spinal manipulation appears to benefit some people with low-back pain and also may be helpful for headaches, neck pain, upper- and lower-extremity joint conditions and whiplash-associated disorders. The Mayo Clinic has recognized chiropractic as safe when performed by trained and licensed chiropractors, and the Cleveland Clinic has stated that chiropractors are established members of the mainstream medical team.

Our Competitive Strengths

We believe the following competitive strengths have contributed significantly to our initial success and will position us for future growth:

Price and convenience. We believe that our strongest competitive advantages are our price and convenience. We offer a much less expensive alternative to traditional providers of chiropractic services by focusing on non-acute care and by not participating in insurance or Medicare reimbursement. We can do this because our clinics are not burdened with the operating expenses required to perform certain diagnostic procedures and to process reimbursement claims. Our model allows us to pass these savings on to our patients. According to *Chiropractic Economics*, the average price for a chiropractic adjustment involving spinal manipulation in the United States is between $50 and $75. By comparison, our average price is $22, or between 56% and 70% lower than the average price.

Our service offerings, pricing and growing number of conveniently sited locations encourage consumer trial, repeat visits and sustainable patient relationships. According to a study published by *First Research* in March 2013, the average for repeat patient visits generally in the chiropractic industry is two times. We believe our pricing and service offering structure helps us to generate a higher usage. The following table sets forth our average price per adjustment as of June 30, 2014 for patients who purchase single adjustments, multiple adjustment packages, and memberships. Our price per adjustment averages approximately $22 across all three groups.

	The Joint Service Offering		
	Single Visit	**Package(s)**	**Membership(s)**
Price per adjustment	$29	$16 – $20	$13 – $16

We offer our patients the opportunity to visit our clinics without an appointment and receive prompt attention. Additionally, we offer extended hours of operation, including weekends, which is not typical among our competitors.

Retail, consumer-driven approach. We utilize strong, recognizable brand and retail approaches to stimulate awareness and drive patients to our clinics. Our strategy is to focus our growth, both for franchised clinics and for prospective company-owned clinics within particular markets and to locate clinics in highly visible retail centers. We intend to continue to drive brand awareness through prominent signage on our clinics and through consistent, proven and highly targeted marketing initiatives. Our model provides our patients with the flexibility to see a chiropractor when they want to because we do not schedule appointments and most of our clinics maintain extended hours and offer patient care six or seven days per week.

Our chiropractors can focus on patient service. We believe the time our chiropractors save by not having to attend to administrative duties related to insurance reimbursement processing allows more time to:

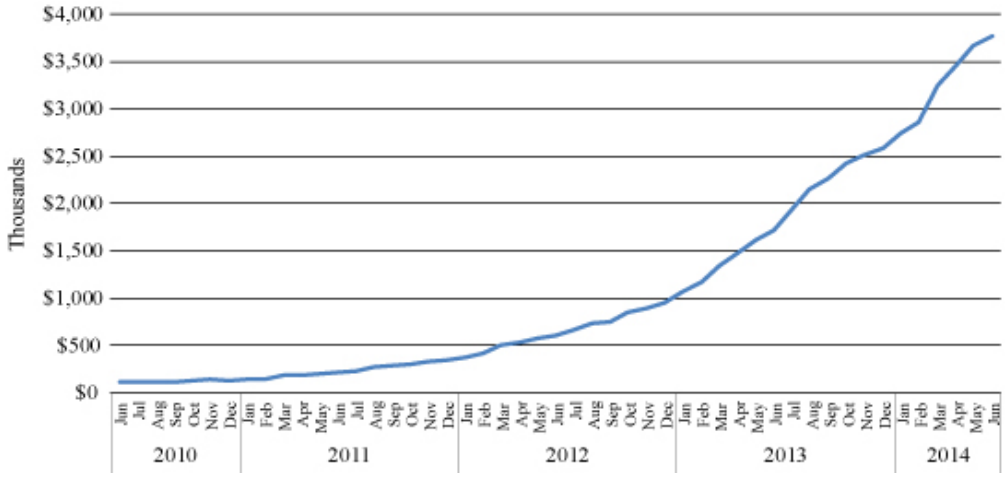
- see more patients,
- establish and reinforce chiropractor/patient relationships, and
- educate patients on the benefits of chiropractic maintenance therapy.

Our approach to chiropractic practices has also made us an attractive alternative for chiropractic doctors who desire to spend more time treating patients than they typically do in traditional practices, which are

burdened with greater overhead, personnel, and administrative expense. We believe that our model will aid us in recruiting chiropractors who desire to focus their practice principally on patient care and to minimize the administrative burdens of traditional insurance-based practices.

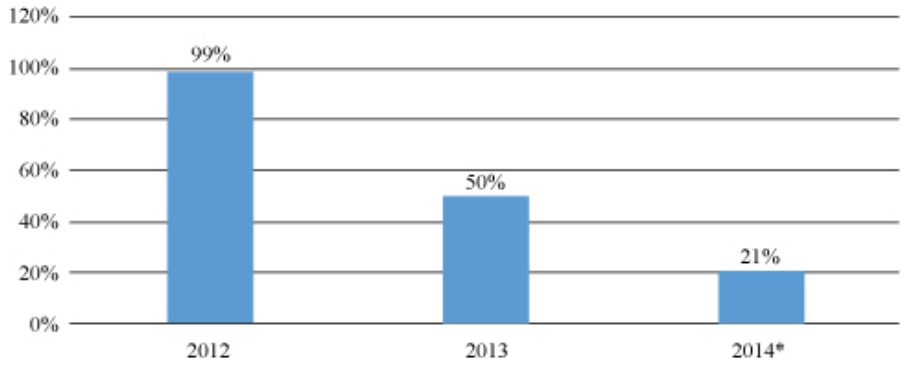
Proven track record of opening franchised clinics and achieving profitability at the clinic level. We have grown our franchised clinic revenue base every month since we acquired our predecessor in March 2010, increasing monthly sales from $113,198 in June, 2010 to $3,773,953 in June, 2014. During this period we increased the number of clinics in operation from 8 to 215. During this same period, we have increased average annualized unit sales from $137,087 to $350,771.

Monthly Sales June 2010 – June 2014



Same store sales growth is a measure commonly used in the retail industry. It is important because it excludes sales growth from new locations, thus illustrating a retailer's growth capacity from existing units. Same store sales growth measures the annual sales increase for each store that has been open for at least one year. Same store sales growth for our clinics that opened in 2011 (which we refer to as age class 2011) was 99% in 2012, 50% in 2013, and 21% through June 30, 2014. The following table presents same store sales growth data for our clinics that opened in 2011, which is the only age class for which we have at least two full years of data. Although our age class 2011 clinics consist of only 14 clinics, we believe that they are representative of the same store sales growth that we expect from new clinics as they grow to maturity.

Same Store Sales Growth %



* Through June 30, 2014

We have demonstrated success in opening franchised clinics across a range of markets. While there is significant variation among our franchisees, our clinics generally require annual sales, subject to market-specific expenses, of approximately $250,000 to achieve profitability. The following table shows the performance of some of our selected franchisees in selected markets. We believe that the information provided below demonstrates our ability to open clinics across a range of geographies including small, medium-sized and large markets, and to grow those clinics to sustained profitability.

Market Size	Market	Region	Years in Operation	Annual Sales
	Albuquerque, NM	SW	2	$ 288,144
Small	Savannah, GA	SE	2	$ 454,584
	Greenville, SC	SE	3	$ 604,797
	Austin, TX	S	5	$ 614,640
Medium	Greensboro, NC	SE	3	$ 263,568
	Las Vegas, NV	SW	2	$ 357,096
	Phoenix, AZ	SW	3	$ 570,007
	Dallas, TX	S	2	$ 437,124
	Houston, TX	S	2	$ 565,824
Large	San Diego, CA	W	2	$ 434,880
	Los Angeles, CA	W	2	$ 420,864

Strong and proven management team. Our strategic vision and results-oriented culture are directed by our senior management team led by chief executive officer John B. Richards, who previously served as president of Starbucks North America when it expanded from 500 to 3,000 units. Mr. Richards was also chief executive officer of Elizabeth Arden Red Door Salons. Our senior management team is also guided by David Orwasher, who has served as our chief operating officer since January 2014 and who previously served as a vice president of Starbucks, working directly with Mr. Richards during the same period. John Leonesio, the founder of Massage Envy Spa, who grew that company from inception through the opening of over 300 franchises, serves as non-executive chairman of our board of directors. Mr. Leonesio was our chief executive officer from the commencement of our operations through the opening of 160 clinics across 22 states. Our senior management directs a team of dedicated leaders who are focused on executing our business plan and implementing our growth strategy. Messrs. Richards, Orwasher, and Leonesio have had collective responsibility for building, opening or franchising a total of over 7,000 retail units. We believe that our management team's experience in operating, franchising, developing systems and rapidly expanding retail operations will be a key driver of our growth and will position us well for achieving our long-term strategy.

Our Growth Strategy

Our goal is not only to capture a significant share of the existing market but also to expand the market for chiropractic care. We intend to accomplish this through the rapid and focused geographic expansion of our affordable service offering by the introduction of company-owned clinics and the selected continuation of our franchising program. We propose to employ a variety of growth tactics including:

- the development of company-owned clinics;
- the opportunistic acquisition of existing franchises;
- continued clinic revenue and royalty income growth;
- the sale of additional franchises and conversion of existing chiropractic practices to our model;
- acquiring regional developer licenses; and
- improving margins and leveraging infrastructure.

Our analysis of over 300,000 patients from 173 clinics across 22 states suggests that the United States market alone can support at least 1,600 Joint clinics.

Development of company-owned clinics.

We believe we can leverage the experience we have gained in supporting our demonstrated clinic growth and our senior management's experience in rapidly and effectively growing other well-known high velocity specialty retail concepts to successfully develop and profitably operate company-owned clinics. Since commencing operations as a franchisor of chiropractic clinics, we have gained significant experience in identifying and implementing the business systems and practices that are required to profitably operate our clinics, validate our model and demonstrate proof of concept. We have developed simple, repeatable operating standards which, when applied in a disciplined approach, result in an attractive opportunity for success at the clinic level.

We believe our direct control over company-owned clinics will enable us to apply these operating standards even more effectively than in our franchised clinics. We intend to develop company-owned clinics in geographic clusters where we are able to increase efficiencies through a consolidated real estate penetration strategy, leverage cooperative advertisement and marketing and attain general corporate and administrative operating efficiencies. Our senior management has done this before, and we believe that their experience in this area readily translates to our business model.

We believe that the development process for company-owned clinics presents significant advantages as compared with growth through continued franchising. The development timeline for company-owned clinics can be as short as three months, while the development timeline for franchised clinics is generally between 9 and 12 months. While there may be material variances among franchisees in customer acquisition activities and compliance with operating standards, these key business initiatives can be uniformly defined, efficiently applied and continually measured for company-owned clinics. In addition, we believe that our revenue from company-owned and operated clinics will exceed revenue that would be generated strictly through royalty income from a purely franchise-operated system.

Acquiring existing franchisees.

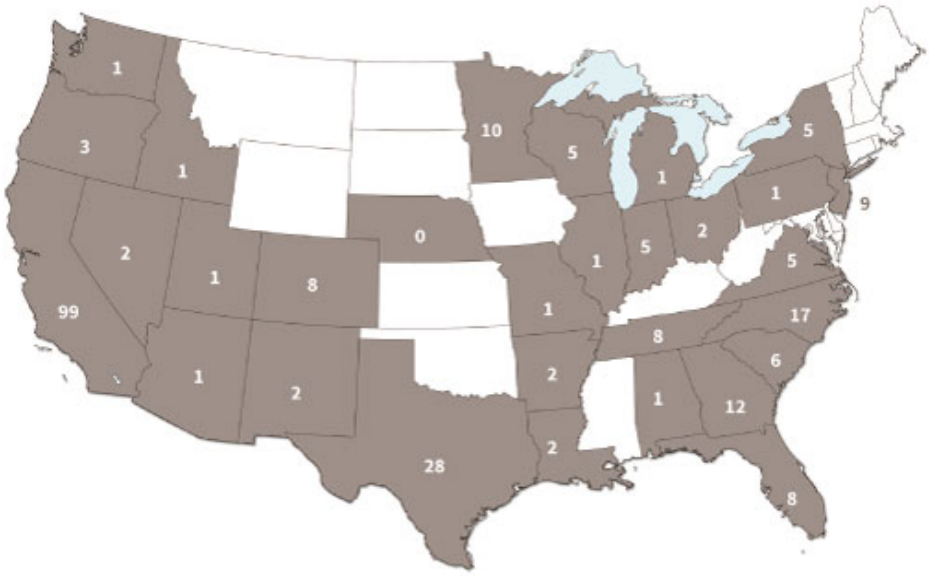
We believe that we can accelerate the development of, and revenue generation from, company-owned clinics through the selective acquisition of existing franchised clinics. Our management has developed a template for the acquisition of existing franchised clinics, their conversion to company-owned clinics and their integration into a company-owned clinic system. We have begun the process of developing a pipeline of existing franchisees whose clinics may be available for purchase.

Increasing revenues from existing franchisees.

We have a history of increasing revenues from existing franchises. Our revenues from existing franchises have increased by an average of 26% for each of the past 14 calendar quarters through June 30, 2014. We believe that the experience we have gained in developing and refining management systems, operating standards, training materials and marketing and customer acquisition activities has contributed to our system's revenue growth. Additionally, we believe that increasing awareness of our brand has also contributed to revenue growth, particularly in markets where the number and density of our clinics has made cooperative and mass media advertising attractive. We believe that our ability to leverage cooperative and general media advertising will continue to grow as the number and density of our clinics increases.

Opening clinics in development.

In addition to the 215 clinics our franchisees are currently operating, we have granted franchises either directly or through our regional developers for an additional 250 clinics that are in various stages of development. We will continue to provide support to our franchisees and regional developers to open these clinics and to achieve sustainable operating metrics as soon as possible. The following map shows the states in which we have sold 250 additional clinics pending development.



Selling additional franchises.

We intend to continue to sell franchises. We believe that, to secure leadership in our industry and to maximize opportunities in identified markets, it is important to gain brand equity and consumer awareness as rapidly as possible, consistent with a disciplined approach to opening clinics. We believe that continued sales of franchises in selected markets complements our plan to open company-owned clinics, particularly in specialized or unique operating environments, and that a growth strategy that includes both franchised and company-owned clinics has advantages over either approach by itself. These advantages include:

- increasing our availability to patients;
- accelerating our speed to market and our competitive advantages;
- enhancing our value to present franchisees who may realize benefits from clinic density and cooperative advertising;
- enhancing our desirability to potential new franchisees; and
- presenting an exit strategy to franchisees, who may view us as a potential acquirer of their franchised clinics at such time as they may choose to sell.

Reacquiring regional developer licenses.

We intend to selectively pursue the reacquisition of regional developer licenses. We have begun the process of developing a pipeline of existing regional developer licensees whose area licenses may be available for purchase. We believe that by repurchasing regional developer licenses we can increase our profitability through capturing the regional developers' royalty stream from franchises within their region. In addition, to the extent that we acquire a given regional developer license, we will have fewer limitations on and less costs associated with opening or acquiring clinics within that region. We intend to use a portion of the proceeds of this offering to reacquire regional developer licenses.

Continue to improve margins and leverage infrastructure.

We believe our corporate infrastructure is positioned to support a clinic base greater than our existing footprint. As we continue to grow, we expect to drive greater efficiencies across our operations and development and marketing organizations and further leverage our technology and existing support infrastructure. We believe we will be able control corporate costs over time to enhance margins as general and administrative expenses grow at a slower rate than our clinic base and revenues. We believe we can introduce better and more visible professional marketing and patient acquisition practices that will promote brand recognition and drive revenue increases at a faster pace than marketing costs will increase. At the clinic level, we expect to drive margins and labor efficiencies through continued revenue growth as our clinic base matures and the average number of patient visits increases. In addition, we will consider introducing selected and complementary branded products such as nutraceuticals or dietary supplements and related additional services.

Regulatory Environment

HIPAA

In an effort to further combat healthcare fraud and protect patient confidentially, Congress included several anti-fraud measures in the Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA created a source of funding for fraud control to coordinate federal, state and local healthcare law enforcement programs, conduct investigations, provide guidance to the healthcare industry concerning fraudulent healthcare practices, and establish a national data bank to receive and report final adverse actions. HIPAA also criminalized certain forms of health fraud against all public and private payors. Additionally, HIPAA mandates the adoption of standards regarding the exchange of healthcare information in an effort to ensure the privacy and security of electronic patient information. Sanctions for failing to comply with HIPAA include criminal penalties and civil sanctions. In February 2009, the American Recovery and Reinvestment Act of 2009 (ARRA) was enacted. Title XIII of ARRA, the Health Information Technology for Economic and Clinical Health Act (HITECH), includes substantial Medicare and Medicaid incentives for providers to adopt electronic health records (“EHR”) and grants for the development of health information exchange (“HIE”). Recognizing that HIE and EHR systems will not be implemented unless the public can be assured that the privacy and security of patient information in such systems is protected, HITECH also significantly expands the scope of the privacy and security requirements under HIPAA. Most notable are the new mandatory breach notification requirements and a heightened enforcement scheme that includes increased penalties, and which now apply to business associates as well as to covered entities. In addition to HIPAA, a number of states have adopted laws and/or regulations applicable in the use and disclosure of individually identifiable health information that can be more stringent than comparable provisions under HIPAA and HITECH.

We believe that our operations substantially comply with applicable standards for privacy and security of protected healthcare information. We cannot predict what negative effect, if any, HIPAA/HITECH or any applicable state law or regulation will have on our business.

State regulations on corporate practice of medicine.

With the exception of franchisees that are owned by chiropractors or franchisees that are owned by non-chiropractors in states that do not regulate the corporate practice of chiropractic, our chiropractic services are provided by legal entities organized under state laws as professional corporations, or PCs. Each PC employs or contracts with chiropractors in one or more offices. Each of the PCs is wholly owned by one or more licensed chiropractors, and we do not own any capital stock of any PC. We and our franchisees that are not owned by chiropractors enter into management services agreements with PCs to provide the PCs on an exclusive basis with all non-clinical services of the chiropractic practice. We believe we are in compliance with all applicable laws relating to the corporate practice of medicine or chiropractic.

Regulation relating to franchising

We are subject to the rules and regulations of the Federal Trade Commission and various state laws regulating the offer and sale of franchises. The Federal Trade Commission and various state laws require that we furnish a franchise disclosure document containing certain information to prospective franchise owners, and a number of states require registration of the franchise disclosure document at least annually with state authorities. We are operating under exemptions from registration in several states based on our qualifications

for exemption as set forth in those states' laws. Substantive state laws regulating the franchisor-franchisee relationship presently exist in many states. We believe that our franchise disclosure document, and franchising procedures comply in all material respects with both the Federal Trade Commission guidelines and all applicable state laws regulating franchising in those states in which we have offered franchises.

Other federal, state and local regulation

We are subject to varied federal regulations affecting the operation of our business. We are subject to the U.S. Fair Labor Standards Act, the U.S. Immigration Reform and Control Act of 1986, the Occupational Safety and Health Act and various other federal and state laws governing such matters as minimum wage requirements, overtime, fringe benefits, workplace safety and other working conditions and citizenship requirements. A significant number of our clinic service personnel are paid at rates related to the applicable minimum wage, and increases in the minimum wage could increase our labor costs. We are continuing to assess the impact of recently-adopted federal health care legislation on our health care benefit costs. Many of our smaller franchise owners will qualify for exemption from the mandatory requirement to provide health insurance benefits because of their small number of employees. The imposition of any requirement that we or our franchise owners provide health insurance benefits to our or their employees that are more extensive than the health insurance benefits that we currently provide to our employees or that franchise owners may or may not provide, or the imposition of additional employer paid employment taxes on income earned by our employees, could have an adverse effect on our results of operations and financial position. Our distributors and suppliers also may be affected by higher minimum wage and benefit standards, which could result in higher costs for goods and services supplied to us.

We are also required to comply with the accessibility standards mandated by the U.S. Americans with Disabilities Act of 1990 and related federal and state statutes, which generally prohibits discrimination in accommodation or employment based on disability. We may in the future have to modify our clinics to provide service to or make reasonable accommodations for disabled persons. While these expenses could be material, our current expectation is that any such actions will not require us to expend substantial funds.

We are subject to extensive and varied state and local government regulation affecting the operation of our business, as are our franchise owners, including regulations relating to public and occupational health and safety, sanitation, fire prevention and franchise operation. Each franchise clinic is subject to licensing and regulation by a number of governmental authorities, which include zoning, health, safety, sanitation, environmental, building and fire agencies in the jurisdiction in which the franchise is located. We require our franchise owners to operate in accordance with standards and procedures designed to comply with applicable codes and regulations. However, ours or our franchise owners' inability to obtain or retain health or other licenses would adversely affect operations at the impacted clinic or clinics. Although we have not experienced, and do not anticipate, any significant difficulties, delays or failures in obtaining required licenses, permits or approvals, any such problem could delay or prevent the opening of, or adversely impact the viability of, a particular clinic. In addition, in order to develop and construct our clinics we need to comply with applicable zoning and land use regulations. Federal and state regulations have not had a material effect on our operations to date, but more stringent and varied requirements of local governmental bodies with respect to zoning and land use could delay or even prevent construction and increase development costs of new clinics.

Competition

The chiropractic industry is highly fragmented. According to *First Research's* March 2014 report, the top 50 providers of chiropractic services in the United States generate less than ten percent of industry revenue. Our competitors include the approximately 36,000 independent chiropractic offices currently open throughout the United States as well as certain multi-unit operators. Our two largest multi-unit competitors are HealthSource Chiropractic, an insurance-based practice management company which currently operates 442 units and ChiroOne, which operates 42 units.

We believe the principal areas of competition in our industry include price, convenience, quality and consistency of services provided, comfort and accessibility of clinics and reputation.

Employees

As of June 30, 2014, we had 17 employees, all of whom were employed on a full-time basis. None of our employees are members of unions or participate in other collective bargaining arrangements.

Facilities

Our corporate headquarters are located at 16767 North Perimeter Drive, Suite 240, Scottsdale, Arizona 85260. The term of our lease for this location expires on July 31, 2019. The primary functions performed at our corporate headquarters are financial, accounting, treasury, marketing, operations, human resources, information systems support and legal. As of June 30, 2014, our franchisees operated 215 clinics across 25 states. All of our franchise locations are leased.

Legal Proceedings

We are not a party to any material legal proceedings.

MANAGEMENT

Executive Officers and Directors

The following table sets forth certain information with respect to our executive officers and directors as of June 30, 2014.

Name	Age	Position
John B. Richards(1)(3)	65	Chief Executive Officer and Director
David Orwasher	58	President and Chief Operating Officer
Catherine B. Hall	52	Chief Marketing Officer
John Leonesio(2)(3)	63	Chairman of the Board and Director
William R. Fields(4)	63	Director
Craig P. Colmar(1)(2)	61	Director
Steven P. Colmar(3)	58	Director
Richard Rees(5)	53	Director

(1) Member of the audit committee.

(2) Member of the compensation committee.

(3) Member of the nominating and governance committee.

(4) To be appointed a director and a member of the compensation committee upon completion of this offering.

(5) To resign as a director upon completion of this offering.

John B. Richards has served as a director since January 1, 2014 and became our Chief Executive Officer in July 2014. From September 2012 to January 2014, Mr. Richards was a consultant to the Joint. Mr. Richards has held a variety of leadership positions in the multi-unit retail industry. From 1987 to 1997, Mr. Richards served in a variety of capacities at Four Seasons Hotels, including executive vice president responsible for North American and European operations. From 1997 to 2001, he served as president of North American operations for Starbucks Coffee Company, during which time it expanded from 500 to 3,000 units. Mr. Richards was also chief executive officer of Elizabeth Arden Red Door Salons from 2001 to 2006, and served as principal and managing director of the New England Consulting Group from 2007 to 2014. Mr. Richards serves as a member of the board of directors of Lifetime Fitness, Inc. (NYSE: LTM). He received a B.A. degree from Bucknell University and an M.B.A. degree from the Wharton School at the University of Pennsylvania. We believe that Mr. Richards is qualified to serve on our board of directors because of his education and business experience, including his experience with Starbucks Coffee Company.

David Orwasher has been our President and Chief Operating Officer since January 2014. Mr. Orwasher has significant experience in leadership positions in the retail industry. From 1995 to 2000, he was employed by Starbucks Coffee Company in various positions including vice president of development and asset management for the eastern United States. From 2001 to 2003, he served as chief development officer for Cosi, Inc., a multi-unit casual restaurant operator. From 2003 to 2007, Mr. Orwasher was president-retail for Dale and Thomas Popcorn, a division of Popcorn Indiana. He also served as executive vice president of Medifast, Inc., an operator of multi-unit weight control centers from 2010 to 2012. Mr. Orwasher received a B.A. degree from Vassar College and a J.D. degree from Pace University School of Law.

Catherine B. Hall joined us as our Chief Marketing Officer in April 2014. Ms. Hall has significant retail, digital, franchise marketing, and advertising agency experience. Most recently she was vice president of store operations, services marketing and e-commerce at PetSmart. Previously she held senior marketing positions at Midas International, one of the largest franchisers in the automobile services market, and at Select Comfort Corporation. Earlier, she held senior management positions at the BBDO and Leo Burnett advertising agencies where she worked on a number of well-known consumer accounts. Ms. Hall received a B.A. degree and a M.B.A. degree from Northwestern University.

John Leonesio is one of our founders and served as our Chief Executive Officer from our founding in 2010 through 2013. Mr. Leonesio has more than 40 years' experience in the health, wellness and franchise industry. In the 1970s, Mr. Leonesio co-founded Scandinavian Health Spas, growing it from one club to

40 clubs before selling to Bally Health and Fitness in 1985. In 1990, he co-founded The Q, the Sports Club, growing it from one unit to 20 units in five years, before selling it to 24 Hour Fitness. In 2002, Mr. Leonesio founded Massage Envy, which he led from conception to a $300 million operation with more than 800 licenses awarded in six years. We believe that Mr. Leonesio is qualified to serve on our board of directors because of his business experience including his experience with Massage Envy and his experience with our company from its founding through the present.

William R. Fields will become a director upon completion of this offering. He is currently chairman of Fields Texas Limited LLC and Four Corners Sourcing International and is a managing partner of Strategic Brands LLC. Mr. Fields has held a variety of leadership positions in the retail industry, including serving as chairman and chief executive officer of Factory 2-U Stores, Inc. from 2002 to 2003, president and chief executive officer of Hudson's Bay Company from 1997 to 1999 and chairman and chief executive officer of Blockbuster Entertainment Group, a division of Viacom, Inc., from 1996 to 1997. Mr. Fields has also held numerous positions with Wal-Mart Stores, Inc., which he joined in 1971. He left Wal-Mart in March 1996 as president and chief executive officer of Wal-Mart Stores Division and executive vice president of Wal-Mart Stores, Inc. During the past five years, Mr. Fields has served as a director of Lexmark International, E Cigarette International Group, Inc., Graphic Packaging Corporation (from 2005 to 2008), and Sharper Image Corporation (from 2006 to 2008). We believe that Mr. Fields is qualified to serve on our board of directors because of his significant experience with retail businesses including Wal-Mart Stores.

Craig P. Colmar is one of our founders and has served as a director and as our Secretary since March 2010. Mr. Colmar is currently a partner at Johnson and Colmar, a law firm focusing on business, corporate finance and mergers and acquisitions. At Johnson and Colmar, he has represented clients in over one hundred mergers and acquisitions, ranging in size from several million dollars to over four hundred million dollars, and in numerous private and public debt and equity financings. In 1998, Mr. Colmar served as a member of the group responsible for the creation and public financing of Quanta Services, Inc., which is listed on the New York Stock Exchange; in 2006 Mr. Colmar was a co-founder and member of the group responsible for the creation and public offering of Digital Music Group, Inc., which, before its merger with Orchard Enterprises, was listed on NASDAQ; in 2007, Mr. Colmar was a co-founder and member of the group responsible for the creation and public offering of Trans-India Acquisition Corporation, a special purpose acquisition company which was listed on the American Stock Exchange and of which he served as an officer and director. Mr. Colmar received a B.A. degree in economics from Northwestern University and a J.D. degree from Northwestern University School of Law. We believe Mr. Colmar is qualified to serve on our board of directors because of his education and business experience including his experience in mergers and acquisitions.

Steven P. Colmar is one of our founders and has served as a director since March 2010. Since 1999, Mr. Colmar has served as president of Business Ventures Corp., a research and private equity firm. In 1998, Mr. Colmar served as a co-founder and member of the group responsible for the creation and public financing of Quanta Services, Inc., which is listed on the New York Stock Exchange; in 2006 Mr. Colmar was a co-founder and member of the group responsible for the creation and public offering of Digital Music Group, Inc., which, before its merger with Orchard Enterprises, was listed on NASDAQ; in 2007, Mr. Colmar was a co-founder and member of the group responsible for the creation and public offering of Trans-India Acquisition Corporation, a special purpose acquisition company which was listed on the American Stock Exchange. Mr. Colmar received a B.A. degree in marketing, management and communications from the University of Tulsa. We believe that Mr. Colmar is qualified to serve on our board of directors because of his business experience including his experience in corporate finance.

Richard Rees is one of our founders and has served as a director since March 2010. Since 2008 Mr. Rees has been chief operating officer of Business Ventures Corp., a research and private equity firm. From 1991 to 1997, Mr. Rees was a co-founder, general partner and president of Rees-Slaymaker Broadcasting LP, which owned radio station KNNC-FM in Austin, Texas and a co-founder and president of Monarch Broadcasting, Inc., which owned radio station KENZ-FM in Salt Lake City, Utah. In 2006 Mr. Rees was co-founder and member of the group responsible for the creation and public offering of Digital Music Group, Inc., which, before its merger with Orchard Enterprises, was listed on NASDAQ; in 2007, Mr. Rees was a co-founder and member of the group responsible for the creation and public offering of Trans-India Acquisition Corporation, a

special purpose acquisition company which was listed on the American Stock Exchange. We believe that Mr. Rees is qualified to serve on our board of directors because of his business experience, including his experience as an operator of several businesses.

Our executive officers are appointed by our Board of Directors and serve at the Board's pleasure. With the exception of Craig P. Colmar and Steven P. Colmar, who are brothers, there are no family relationships among any of our directors or executive officers.

Director Independence

We intend to list our common stock on The NASDAQ Global Market in conjunction with this offering, and accordingly, we have used the definition of "independence" of the NASDAQ Stock Market to determine whether our directors are deemed to be independent. Based on that definition, we have determined that Craig P. Colmar and Steven P. Colmar are independent and that upon becoming a director, William R. Fields will be independent.

Future Additions to Executive Management

Following completion of this offering, we plan to identify, recruit and add several persons to fill key positions in our management team as we seek to grow and develop our business. We will also seek to add substantially to our number of full-time employees, as discussed in more detail elsewhere in this prospectus. See "Management's Discussion and Analysis of Financial Condition and Results of Operations — Overview — Future Revenues and Operating Expenses."

Board Committees

We have established three standing committees of our Board of Directors: an Audit Committee, a Nominating and Corporate Governance Committee and a Compensation Committee. Each of the committees will report to the Board of Directors as they deem appropriate, and as the Board of Directors may request. The expected composition, duties and responsibilities of these committees are set forth below. In the future, our Board of Directors may establish other committees, as it deems appropriate, to assist it with its responsibilities.

Audit Committee

The Audit Committee oversees our accounting and financial reporting processes and the integrity of our financial statements. The Committee's responsibilities also include oversight of our internal accounting and financial controls, the qualifications and independence of our independent accountants, and our compliance with legal and regulatory requirements. In addition, the Committee is responsible for reviewing, setting policy and evaluating the effectiveness of our processes for assessing significant risk exposures and the measures that management has taken to minimize such risks. In carrying out these responsibilities, the Audit Committee is charged with, among other things: appointing, replacing, compensating, retaining, evaluating, terminating and overseeing our independent registered public accounting firm; discussing with our independent registered public accounting firm their independence from management; reviewing with our independent registered public accounting firm the scope and results of their audit; approving all audit and permissible non-audit services to be performed by our independent registered public accounting firm; discussing with management and our independent registered public accounting firm the interim and annual consolidated financial statements that we file with the SEC; reviewing periodically with our counsel and/or principal regulatory compliance officer any legal and regulatory matters that may have a material adverse effect on our financial statements, operations, compliance policies and programs; reviewing and approving procedures for the confidential anonymous submission of concerns regarding questionable accounting, internal controls or auditing matters; reviewing and approving related person transactions; (9) annually reviewing the Audit Committee charter and the Committee's performance; and handling such other matters that are specifically delegated to the Audit Committee by our Board of Directors from time to time.

Upon completion of this offering, our Audit Committee will consist of John B. Richards, Craig P. Colmar and The SEC and NASDAQ rules require us to have one independent director on the Audit Committee upon the listing of our common stock on The NASDAQ Global Market and a majority of independent directors on the Committee within 90 days after the listing of our stock, with all of the members of the Audit Committee

required to be independent directors no later than one year after the listing of our stock. Our Board of Directors has determined that meets the definition of "independent director" for purposes of serving on an audit committee under applicable SEC and NASDAQ rules but that Messrs. Richards and Colmar do not. We intend to comply with the phase-in of these independence requirements within the times specified. In addition, Craig P. Colmar will initially qualify as our "audit committee financial expert," as that term is defined in the applicable SEC rules.

The written charter for our Audit Committee will be available on our corporate website at *www.thejoint.com* upon the completion of this offering. The information contained on our website is not part of this prospectus.

Nominating and Governance Committee

The Nominating and Governance Committee is responsible for developing and recommending to the Board of Directors criteria for identifying and evaluating candidates for directorships and making recommendations to the full Board regarding candidates for election or reelection to the Board of Directors at each annual stockholders' meeting. In addition, the Committee is responsible for overseeing our corporate governance guidelines and reporting and making recommendations to the Board of Directors concerning corporate governance matters. The Nominating and Governance Committee is also responsible for making recommendations to the full Board concerning the structure, composition and function of the Board of Directors and its committees.

Upon completion of this offering, our Nominating and Governance Committee will consist of John B. Richards, John Leonesio and Steven P. Colmar. The SEC and NASDAQ rules require us to have one independent director on the Nominating and Corporate Governance Committee and a majority of independent directors on the Committee within 90 days after the listing of our stock, with all of the members of the Nominating and Governance Committee required to be independent directors no later than one year after the listing of our stock. Our Board of Directors has determined that Mr. Colmar meets the definition of "independent director" for purposes of serving on a nominating and governance committee under applicable SEC and NASDAQ rules but that Messrs. Richards and Leonesio do not. We intend to comply with the phase-in of these independence requirements within the times specified.

The written charter for our Nominating and Governance Committee will be available on our corporate website at *www.thejoint.com* upon the completion of this offering. The information contained on our website does not constitute a part of this prospectus.

Compensation Committee

The Compensation Committee is responsible for determining the cash compensation and equity compensation of our executive officers. The Compensation Committee is responsible for, among other things: reviewing the respective salaries of our executive officers in light of our goals and objectives relevant to each officer; determining appropriate cash bonuses, if any, for our executive officers; and granting stock options and other awards under our stock option plan to our executive officers and determining the terms, conditions, restrictions and limitations of the options and awards granted.

Upon completion of this offering, our Compensation Committee will consist of William R. Fields, John Leonesio and Craig P. Colmar. The SEC and NASDAQ rules require us to have one independent director on the Compensation Committee member upon the listing of our common stock on The NASDAQ Global Market and a majority of independent directors on the Committee within 90 days after the listing of our stock, with all of the members of the Compensation Committee required to be independent directors no later than one year after the listing of our stock. Our Board of Directors has determined that Mr. Fields meets the definition of "independent director" for purposes of serving on a compensation committee under applicable SEC and NASDAQ rules but that Messrs. Leonesio and Colmar do not. We intend to comply with the phase-in of these independence requirements within the times specified.

The written charter for our Compensation Committee will be available on our corporate website at *www.thejoint.com* upon the completion of this offering. The information contained on our website does not constitute a part of this prospectus.

Risk Oversight

Our Audit Committee is responsible for overseeing our risk management process. The Audit Committee focuses on our general risk management strategy and the most significant risks facing us and ensures that appropriate risk mitigation strategies are implemented by management. The Audit Committee reports any significant issues to the Board of Directors as part of the Board of Directors's general oversight responsibility.

Our management is responsible for day-to-day risk management. This oversight includes identifying, evaluating and addressing potential risks that may exist at the enterprise, strategic, financial, operational, compliance and reporting levels.

Leadership Structure of the Board of Directors

The positions of Chairman of the Board and Chief Executive Officer are presently separated. We believe that separating these positions allows our Chief Executive Officer to focus on our day-to-day business, while allowing the Chairman of the Board to lead the Board of Directors in its fundamental role of providing advice to and oversight of management. Our Board of Directors recognizes the time, effort and energy that the Chief Executive Officer is required to devote to his position in the current business environment, as well as the commitment required to serve as our Chairman, particularly as the Board of Directors' oversight responsibilities continue to grow. While our bylaws and corporate governance guidelines do not require the positions of Chairman and Chief Executive Officer to be separate, our Board of Directors believes that having separate positions is the appropriate leadership structure for us at this time and demonstrates our commitment to good corporate governance.

Compensation Committee Interlocks and Insider Participation

None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or Compensation Committee of any entity that has one or more executive officers serving on our Board of Directors or Compensation Committee.

Code of Ethics

We have adopted a general code of ethics which applies to all of our directors, executive officers and employees, and have also adopted an additional code of ethics directed to our executive officers and designated accounting personnel. Copies of these codes will be available on our corporate website *www.thejoint.com* upon completion of this offering. The information contained on our website does not constitute a part of this prospectus. We will provide copies of our codes of ethics without charge to any person upon request. Such requests should be made in writing to Investor Relations at The Joint Corp., 16767 N. Perimeter, Suite 240, Scottsdale, Arizona 85260.

EXECUTIVE COMPENSATION

Summary Compensation Table

The following table shows the total compensation paid or accrued during our last full fiscal year, which ended December 31, 2013, to our Chief Executive Officer and our Chief Operating Officer, who were our only two executive officers during the year:

Name and Principal Positions	Year	Salary	Stock Awards	Option Awards	All Other Compensation	Total
John Leonesio[1]						
Chief Executive Officer	2013	—	—	—	$ 232,833	$ 232,833
Ronald Record[2]						
Chief Operating Officer	2013	$205,000	—	—	—	$ 205,000

(1) Mr. Leonesio served as our chief executive officer under contract with his business, United Club Services, LLC. During 2013, we made payments totaling $232,833 to United Club Services, LLC, of which $157,000 was paid for Mr. Leonesio's service as our chief executive officer and as a member of our board of directors, $60,000 was paid on a pass-through basis for the services as our controller of an employee of United Club Services, LLC, and $15,833 was paid to reimburse United Club Services, LLC for Mr. Leonesio's health insurance premiums.

(2) Mr. Record resigned as Chief Operating Officer in April 2014. Under the terms of Mr. Record's separation agreement, we agreed to make a payment to him of $100,000 contingent upon the successful completion of this offering.

We entered into an employment agreement with David Orwasher in December 2013 pursuant to which Mr. Orwasher became our President and Chief Operating Office as of January 1, 2014 with a base salary of $310,000 per year. We entered into an employment term sheet with John Richards in December 2013 pursuant to which Mr. Richards became our Chief Executive Officer in July 2014 and, following completion of this offering, we will enter into an employment agreement with Mr. Richards pursuant to which he will receive a base salary of $400,000 per year. Since January 1, 2014, Mr. Richards has received consulting fees at the rate of $75,000 per year pending his full-time employment following completion of this offering. We do not have employment agreements with any other executive officers, but we have entered into an employment term sheet with Catherine B. Hall which outlines her base salary, bonus opportunity and incentive equity grants. See "Employment Agreements and Change in Control Arrangements." There were no stock options or other equity awards outstanding as of December 31, 2013.

Employment Agreements and Change in Control Arrangements

David Orwasher's employment agreement provides that, in addition to his base salary, he may earn incentive compensation of up to 50% of his base salary based on his achievement of performance objectives agreed to with our Board of Directors. In connection with his employment, Mr. Orwasher received incentive stock options for 93,750 shares at an exercise price of $2.13 per share and a restricted stock award of 93,750 shares of our common stock. Our Board of Directors determined that the fair market value of a share of our common stock on the date of the stock option grant and restricted stock award to Mr. Orwasher was $2.13 per share. 37,500 shares of Mr. Orwasher's stock options and 37,500 shares of his restricted stock award vest over a 48 month period in consecutive monthly installments beginning on the date of grant. 56,250 shares of Mr. Orwasher's stock options and 56,250 shares of his restricted stock award begin to vest upon the completion of this offering: 50% of the shares vest in equal monthly installments over the 12-month period beginning on the completion of this offering; 30% of the shares vest in equal monthly installments over the 12-month period beginning on the first anniversary of the completion of this offering; and 20% of the shares will vest in equal monthly installments over the 12-month period beginning on the second anniversary of the conclusion of this offering.

Mr. Orwasher's employment agreement provides that if his employment is terminated following a change in control for any reason other than his death, his permanent disability or "cause" (as that term is defined in the employment agreement), he will receive his base salary for a period of nine months following the date that his employment terminates and all of his unvested stock options and shares of restricted stock will

immediately vest and, in the case of his stock options, remain exercisable for a period of 90 days following the date that his employment terminates. If we participate in a "business combination" (as that term is defined in the employment agreement) in which the aggregate consideration received by us or our stockholders exceeds $30 million, then that number of Mr. Orwasher's 93,750 stock options and 93,750 restricted shares will vest such that the percentage of vested options and shares will equal the same percentage as the amount of consideration received by us or our stockholders in the business combination in excess of $30 million bears to $120 million.

In connection with our entering into the employment term sheet with Mr. Richards, he received a restricted stock award of 225,000 shares. Our Board of Directors determined the fair market value of a share of our common stock on the date of the restricted stock award to Mr. Richards was $2.13 per share. 37,500 shares of Mr. Richards' restricted stock award vest over a 48-month period in consecutive monthly installments beginning on the date of grant. 187,500 shares of Mr. Richards' restricted stock award will vest begin to vest upon the completion of this offering: 50% of the shares vest in equal monthly installments over the 12-month period beginning on the completion of this offering; 30% of the shares vest in equal monthly installments over the 12-month period beginning on the first anniversary of the completion of this offering; and 20% of the shares will vest in equal monthly installments over the 12-month period beginning on the second anniversary of the conclusion of this offering.

Mr. Richards' restricted stock agreement provides that that if his employment is terminated following a change in control for any reason other than his death, his permanent disability or "cause" (as that term is defined in the restricted stock agreement), all of his unvested shares will vest following the termination of his employment. If we participate in a "business combination" (as that term is defined in the restricted stock agreement) in which the aggregate consideration received by us or our stockholders exceeds $30 million, then that number of Mr. Richards' 225,000 restricted shares will vest such that the percentage of vested shares will equal the same percentage as the amount of consideration received by us or our stockholders in the business combination in excess of $30 million bears to $120 million.

We anticipate that the employment agreement that we will enter into with Mr. Richards upon completion of this offering will provide that he may earn incentive compensation of up to 50% of his base salary based on his achievement of performance objectives agreed to with our Board of Directors and that if his employment is terminated following a change in control for any reason other than his death, his permanent disability or "cause" (as that term is defined in the employment agreement), he will receive his base salary for a period of nine months following the date that his employment terminates.

Under our employment term sheet with Ms. Hall, she receives a base salary of $195,000 per year, with the opportunity to earn a bonus equal to 40% of her base salary. In connection with her employment, Ms. Hall received options to purchase 40,000 shares of our common stock at an exercise price per of $3.60 per share, which our Board of Directors determined was the fair market value of a share of our common stock on the date of the grant to Ms. Hall. Ms. Hall's options will vest and become immediately exercisable in the event of a change of control.

Director Compensation

Each director who is not an employee of ours will receive a fee of $36,000 per year, plus $1,000 per committee meeting attended. Each director who is an employee of ours will not receive any additional compensation for serving as director. All of our directors will be reimbursed for their reasonable out-of-pocket expenses incurred in attending meetings of the Board of Directors or any of its committees and for other expenses reasonably incurred in their capacity as directors. Each non-employee director who will be joining the Board of Directors upon the completion of this offering will be granted an option to purchase 25,000 shares of our common stock upon the director's initial election to the Board of Directors. Thereafter, all non-employee directors will be granted an option to purchase 10,000 shares of our common stock upon his or her election or re-election as a director. All options granted to directors will have an exercise price per share equal to the closing price of a share of our stock on the grant date, will vest on the first anniversary of the grant date and may be exercised at any time after they become vested (and prior to the expiration of their 10-year term). See "— 2014 Plan." Non-employee directors received directors' fees of $1,000 per month during 2013.

Compensation Plans

2014 Plan

Our board of directors adopted and our stockholders approved the 2014 Incentive Stock Plan (the "2014 Plan" or "plan") in May 2014 to replace our 2012 Stock Plan (the "2012 Plan"). The 2014 Plan provides for the grant of stock options, stock appreciation rights ("SARs") (either alone or in tandem with stock options), shares of restricted stock, and restricted stock units ("RSUs") (all of these types of grants collectively, "awards"). Stock options may be of two types: (i) incentive stock options ("ISOs") intended to satisfy the requirements of section 422 of the Internal Revenue Code and (ii) nonstatutory stock options (i.e., options that do not qualify for special treatment under the Internal Revenue Code). ISOs may be granted only to our employees. All of the other awards may be granted to our employees, directors and consultants.

Number of Shares of Common Stock Issuable under the 2014 Plan. The maximum total number of shares of common stock for which awards may be granted under the 2014 Plan is 550,000 shares. No person eligible for an award under the 2014 Plan may receive an award in any calendar year for more than 50,000 shares in the case of stock options and SARs and 50,000 shares in the case of shares of restricted stock and RSUs.

Administration of the 2014 Plan. The 2014 Plan is administered by a committee of our board of directors (the "Committee"). The Committee is required to consist of two or more directors, all of whom are (i) "non-employee" directors as defined in Rule 16b-3 under the Securities Exchange Act of 1934, (ii) "independent directors" under the applicable listing standards of The NASDAQ Global Market, and (iii) "outside directors" under §162(m) of the Internal Revenue Code. Unless the Board designates a different committee, the Compensation Committee of the Board will serve as the Committee (as long as all of the members of the Compensation Committee qualify).

Subject to the terms of the 2014 Plan, the Committee has the authority to select the eligible persons to whom awards are to be granted and to determine the time, type, number of shares, vesting, restrictions, limitations and other terms and conditions of each award.

Options and SARs. The 2014 Plan permits the award of options to purchase shares of our common stock and the award of SARs. An SAR entitles the holder to receive the appreciation in value over a specified period of the number of shares of our common stock for which the SAR is awarded. The holder of the SAR receives in settlement of the SAR an amount (either in cash or shares of our stock, or a combination of the two) equal to the excess of the fair market value of a share of our stock on the date of exercise of the SAR over the base price of the SAR, multiplied by the SAR's number of shares.

The Committee determines the exercise price of each option or SAR granted under the 2014 Plan, but the exercise price per share may not be less than the closing price of a share of our common stock on the date of grant. The term of an option or SAR may not exceed 10 years, except in the case of an ISO granted to any employee who owns 10% of the voting power of all classes of our outstanding capital stock. In that case, the term may not exceed five years and the exercise price per share must be at least 110% of the closing price of a share of our common stock on the date of grant. In addition, to the extent that the aggregate fair market value of the underlying shares of all ISOs that become exercisable by an individual for the first time in any calendar year exceeds $100,000, the options will be treated as nonstatutory stock options.

Any unvested portion of an option or SAR expires on termination of employment, except if termination is due to death, in which case the option or SAR becomes fully vested. A terminated recipient may exercise the vested portion of his or her option or SAR for the period of time stated in the award agreement. Generally, the option or SAR will remain exercisable for 30 days following termination. In no event, however, may any option or SAR be exercised later than the expiration of its term.

Restricted Stock and RSUs. Our 2014 Plan permits the award of restricted shares and RSUs. An award of restricted shares is an award of shares of our common stock, subject to vesting requirements, restrictions on transfer and other terms and conditions as the Committee determines. An RSU award entitles the holder to receive a payment (either in cash or shares of our stock, or a combination of the two) equal to the value of a share of our common stock at the time of payment multiplied by the number of shares subject to the award.

Option Grants to Outside Directors. Our 2014 Plan provides for the automatic grant to each non-employee director, upon his or her election or re-election as a director, of a nonstatutory stock option for 10,000 shares at an exercise price per share equal to the closing price of a share of our common stock on the grant date. These options vest in full on the first anniversary of the grant date, have a term of 10 years and may be exercised at any time after they become vested (and prior to the expiration of their 10-year term).

Transferability of Awards. Unless otherwise determined by the Committee, options, SARs, unvested restricted shares and RSU awards generally may not be transferred. After vesting, restricted shares may still remain subject to restrictions on transfer under applicable securities laws and any restrictions imposed by the award agreement.

Adjustments upon Change in Control. Our 2014 Plan provides that in the event of a change in control as defined in the plan, all outstanding unvested stock options, SARs and RSU awards will immediately vest and become exercisable and all restrictions on the shares underlying restricted stock awards will lapse.

Amendment and Termination of the 2014 Plan. Our 2014 Plan will automatically terminate in 2024, unless we terminate it sooner. In addition, our board of directors has the authority to amend, suspend or terminate the 2014 Plan provided it does not impair the rights of the holder of any outstanding award. Any amendment to the 2014 Plan that would materially increase the number of shares of our common stock for which awards may be granted requires the approval of our stockholders.

2012 Plan

Our board of directors adopted the 2012 Stock Plan (the "2012 Plan") in November 2012, and our stockholders approved the plan in December 2012. The 2012 Plan was subsequently amended and then replaced by our 2014 Plan, although the plan remains in effect for the administration of awards made prior to its replacement by the 2014 Plan. As of June 30, 2014, these awards consisted, in the aggregate, of 318,750 shares of restricted stock and options to purchase 151,750 shares of our common stock at a weighted-average exercise price per share of $2.52, subject to vesting and other conditions.

Limitations on Directors' Liability and Indemnification

Our certificate of incorporation provides that our directors will not be personally liable to us or our stockholders for monetary damages for breach of their fiduciary duties as directors, except for any of the following:

- any breach of their duty of loyalty to us or our stockholders;
- acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- payments of dividends or approval of stock repurchases or redemptions that are prohibited by Delaware law; or
- any transaction from which the director derived an improper personal benefit.

This limitation of liability does not apply to liabilities arising under the federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Our certificate of incorporation and bylaws provide that we will indemnify our directors and officers and, in certain cases, our employees and agents to the fullest extent permitted by law. Our bylaws also permit us to secure insurance on behalf of any officer, director, employee or agent for any liability arising out of his or her actions.

We have entered into agreements to indemnify our directors and executive officers, in addition to the indemnification provided for in our certificate of incorporation and bylaws. These agreements, among other things, provide for indemnification of our directors and officers for expenses, judgments, fines, penalties and settlement amounts incurred by any such person in any action or proceeding arising out of such person's services as a director or officer or at our request.

We believe that these provisions and agreements are necessary to attract and retain qualified persons as directors and executive officers. There is no pending litigation or proceeding involving any of our directors, officers, employees or agents. We are not aware of any pending or threatened litigation or proceeding that might result in a claim for indemnification by a director, officer, employee or agent.

CERTAIN RELATIONSHIPS AND RELATED PERSON TRANSACTIONS

Our Formation and Organization

We were incorporated in Delaware on March 10, 2010. The following individuals and entities collectively acted as our co-founders and collectively received 92,000 shares of our common stock in connection with our formation:

Co-Founder	Shares
Dr. Fred Gerretzen	25,000
Charles Barnwell	330
United Club Services, LLC[(1)]	14,150
Todd Welker	14,150
C.H. Media[(2)]	5,040
The Austin Trust[(3)]	13,888
Craig Colmar	9,721
Richard Rees	9,721

(1) John Leonesio is the sole member of United Club Services, LLC; all of the shares subscribed for by United Club Services, LLC were subsequently transferred to LTLx2, LLC, a limited liability company of which Mr. Leonesio is the sole member.

(2) Barbara Holland is the sole proprietor of C.H. Media.

(3) Steven P. Colmar is the trustee of The Austin Trust.

Transactions Involving Certain Officers, Directors and Stockholders

Commencing on March 10, 2010, we have paid a management fee of $6,000 per month to Business Ventures Corp. Steven P. Colmar is a shareholder of Business Ventures Corp., and Steven P. Colmar and Richard Rees are officers of Business Ventures Corp. Steven P. Colmar, Richard Rees and Craig P. Colmar each have received $2,000 per month from the management fee paid to Business Ventures Corp.

On March 24, 2010, we completed the purchase of substantially all of the assets of The Joint Franchise Company, LLC in exchange for 8,000 shares of our common stock. Dr. Fred Gerretzen beneficially owned 50% of the membership interests of The Joint Franchise Company, LLC.

Craig Colmar is a partner in Johnson and Colmar, which is representing the Company in connection with this offering. We anticipate that the fees to be paid to Johnson and Colmar for its representation of the Company in this offering will be approximately $100,000. For the years ended December 31, 2013 and December 31, 2012, Johnson and Colmar received fees of $30,022 and $16,384, respectively.

Consulting Agreements

John Richards has served as a consultant to the company since January 1, 2014, when he was elected to our board of directors. Mr. Richards receives an annual consulting fee of $75,000. Mr. Richards will become an employee of the company upon the completion of this offering. See “Executive Compensation.” Mr. John Leonesio, our non-executive chairman of the board of directors serves as a consultant to the company and receives an annual consulting fee of $90,000.

Indemnification Agreements

We have entered into indemnification agreements with each of our directors and executive officers. Each indemnification agreement provides that, subject to limited exceptions, and among other things, we will indemnify the director or executive officer to the fullest extent permitted by law for claims arising in his or her capacity as our director or officer.

Procedures for Approval of Related Party Transactions

The Board of Directors has adopted a written policy requiring certain transactions with related parties to be approved in advance by the Audit Committee. For purposes of this policy, a related party includes any director or executive officer or an immediate family member of any director or executive officer. The transactions subject to review include any transaction, arrangement or relationship (or any series of similar transactions, arrangements and relationships) in which (i) we or one of our subsidiaries will be a participant, (ii) the aggregate amount involved exceeds $100,000 and (iii) a related party will have a direct or indirect interest. In reviewing proposed transactions with related parties, the Audit Committee will consider the benefits to us of the proposed transaction, the potential effect of the proposed transaction on the director's independence (if the related party is a director), and the terms of the proposed transaction and whether those terms are comparable to the terms available to an unrelated third party or to employees generally. There were no transactions during 2013 that required the Audit Committee's approval (or would have required the Committee's approval if the policy had been in place at the time).

PRINCIPAL STOCKHOLDERS

The following table sets forth the beneficial ownership of our common stock as of June 30, 2014 by the following individuals or groups:

- each person or entity whom we know beneficially own more than 5% of our outstanding shares of common stock;
- each of our named executive officers and other executive officers;
- each of our directors; and
- all of our current directors and executive officers as a group.

Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to the securities in question. Except as otherwise indicated, and subject to applicable community property laws in the case of married stockholders, the persons and entities named in the following table have sole voting and investment power over all of the shares of our common stock held by them. The shares of common stock issuable under a stock option or warrant that is currently exercisable or are exercisable within 60 days after June 30, 2014 are deemed to be outstanding and beneficially owned for purposes of computing the percentage ownership of the holder of the stock option or warrant but are not treated as outstanding for the purpose of computing the percentage ownership of any other person. Similarly, the shares of restricted stock that are currently vested or will vest within 60 days after June 30, 2014 are deemed to be outstanding and beneficially owned for purposes of computing the percentage ownership of the holder of the restricted stock award but are not treated as outstanding for purposes of computing the percentage ownership of any other person. Unless otherwise indicated, the address for each stockholder listed in the following table is c/o The Joint Corp., 16767 North Perimeter Drive, Suite 240, Scottsdale, Arizona 85260.

The percentage ownerships shown in the following table were determined on the basis of 2,702,343 shares of our common stock outstanding as of June 30, 2014 (including for this purpose shares of restricted stock that had vested). The table does not reflect a dividend of shares of our common stock for each share of our common stock held of record as of 2014, to be effected before the completion of this offering. The table assumes that none of the listed persons or entities will purchase any shares of our common stock in the offering.

		Percent of Shares Outstanding	
Name of Beneficial Owner	**Number of Shares Beneficially Owned**	**Before Offering**	**After Offering[1]**
Named Executive Officers, Other Executive Officers and Directors			
John Leonesio[1]	424,500	15.72%	
John B. Richards[2]	3,905	*	
David Orwasher[3]	7,801	*	
Ronald Record[4]	152,250	5.6%	
Catherine B. Hall	—	—	
Craig P. Colmar.	291,630	10.8%	
Steven P. Colmar[5]	333,330	12.35%	
Richard Rees	291,630	10.8%	
All directors and current executive officers as a group (7 persons)	1,505,046	50.09%	
5% Stockholders			
Dr. Fred Gerretzen[6]	690,000	25.56%	
Barbara Holland[7]	151,200	5.6%	
IRA f/b/o Don A Sanders, Pershing LLC as Custodian [8]	150,000	5.26%	
Don Sanders 2003 Children's Trust[9]	150,000	5.26%	
Todd Welker[10]	212,250	7.86%	

* Less than 1% of our outstanding shares of common stock.

(1) The shares shown as beneficially owned by Mr. Leonesio are held by LTLx2, LLC, a limited liability company of which Mr. Leonesio is the sole member.

(2) The shares shown as beneficially owned by Mr. Richards consist of shares of restricted stock that have vested or will vest within 60 days after June 30, 2014.

(3) The shares shown as beneficially owned by Mr. Orwasher consist of shares of restricted stock that have vested or will vest within 60 days after June 30, 2014 and shares of stock issuable under stock options that are exercisable or will become within 60 days after June 30, 2014.

(4) Mr. Record's address is 21426 North 78th Street, Scottsdale, Arizona 85255.

(5) The shares shown as beneficially owned by Mr. Colmar are held by The Austin Trust dated January 1, 2006, of which Mr. Colmar is the Trustee.

(6) The shares shown as beneficially owned by Dr. Gerretzen include 240,000 shares held by The Joint Franchise Co., LLC, a limited liability company which is wholly-owned by The Joint Interest Holder Trust, of which Dr. Gerretzen is the trustee. Dr. Gerretzen's address is 3173 Laramie Drive, Atlanta, Georgia 30339.

(7) The shares shown as beneficially owned by Ms. Holland are held by C.H. Media, of which Ms. Holland is the sole proprietor. Ms. Holland's address is 11433 North 43rd Street, Scottsdale, Arizona 85260.

(8) The stockholder's address is c/o Don Wier, Sanders Morris Harris Group, Inc., JP Morgan Chase Tower, 600 Travis, Suite 5800, Houston, Texas 77002. Donald A. Sanders directs the investments for the stockholder. The shares held are 5,000 shares of Series A Preferred Stock, which are convertible into 150,000 shares of common stock.

(9) The stockholder's address is c/o Don Wier, Sanders Morris Harris Group, Inc., JP Morgan Chase Tower, 600 Travis, Suite 5800, Houston, Texas 77002. Donald V. Wier is the trustee of the stockholder and directs the investments for the stockholder. The shares held are 5,000 shares of Series A Preferred Stock, which are convertible into 150,000 shares of common stock.

(10) Mr. Welker's address is 9431 E. Hillery Way, Scottsdale, Arizona 85260.

DESCRIPTION OF CAPITAL STOCK

Authorized and Outstanding Capital Stock

As of June 30, 2014, our authorized capital stock consisted of 4,250,000 shares of common stock, par value $0.001 per share, of which 2,704,688 are outstanding, and 50,000 shares of preferred stock, par value $0.001 per share, 25,000 of which are outstanding and convertible into 750,000 shares of our common stock. Upon completion of this offering, there will be shares of common stock outstanding held of record by stockholders and no shares of preferred stock outstanding. The following description of our capital stock is only a summary and is subject to and qualified in its entirety by our certificate of incorporation and bylaws, which are included as exhibits to the registration statement of which this prospectus forms a part, and by the applicable provisions of Delaware law.

Common Stock

Holders of common stock are entitled to one vote per share on all matters to be voted upon by the stockholders, including the election of directors. Such holders are not entitled to vote cumulatively for the election of directors. Holders of a majority of the shares of common stock may elect all of the directors standing for election. Subject to preferences that may be applicable to any outstanding preferred stock, common stockholders are entitled to receive ratably such dividends, if any, as may be declared from time to time by the board of directors out of funds legally available for that purpose. In the event of our liquidation, dissolution or winding, the common stockholders are entitled to share ratably in all assets remaining after payment of liabilities, subject to prior distribution rights of preferred stock, if any, then outstanding. Common stockholders have no preemptive or conversion rights or other subscription rights. There are no redemption or sinking fund provisions applicable to the common stock.

We have never declared or paid any cash dividends on our capital stock. We currently expect to retain future earnings, if any, to finance the growth and development of our business and do not anticipate paying any cash dividends in the foreseeable future.

Preferred Stock

The board of directors is authorized, without action by the stockholders, to designate and issue preferred stock in one or more series and to designate the powers, preferences and rights of each series, which may be greater than the rights of common stock. It is not possible to state the actual effect of the issuance of any shares of preferred stock upon the rights of holders of common stock until the board of directors determines the specific rights of the holders of such preferred stock. However the effects might include, among other things:

- impairing the dividend rights of the common stock;
- diluting the voting power of the common stock;
- impairing the liquidation rights of the common stock; and
- delaying or preventing a change in our control without further action by the stockholders.

Our certificate of incorporation, as amended, authorizes the issuance of 50,000 shares of preferred stock, of which, 25,000 shares, designated as “Series A Preferred Stock,” are issued and outstanding. The board of directors approved a certificate of designations, preferences and rights of our Series A Preferred Stock, which specifies that the Series A Preferred stock shall rank senior to our common stock, shall have a liquidation preference ahead of our common stock, shall be convertible at the option of holders of Series A Preferred Stock, into our common stock at a conversion price of $40.00 per share (subject to adjustment), shall have anti-dilution protection, shall have voting rights on all matters on an “as-converted” basis, shall have the right to receive dividends on an “as converted” basis, shall have preemptive rights to purchase additional securities issued by us, and shall have specific class voting rights with respect to certain corporate actions. As of June 30, 2014, each share of our Series A Preferred Stock is convertible into 30 shares of our common stock. All holders of our preferred stock have elected to convert their preferred stock into common stock upon completion of this offering.

Options and Restricted Stock

As of June 30, 2014, (i) options to purchase a total of 111,750 shares of our common stock were outstanding under our 2012 Plan, (ii) options to purchase a total of 40,000 shares of our common stock were outstanding under our 2014 Plan, and (iii) 318,750 shares of restricted stock were awarded under our 2012 Plan. No additional options or other awards will be granted under our 2012 Plan, which has been replaced by our 2014 Plan. As of June 30, 2014, 79,500 shares of our common stock were available for issuance under our 2014 Stock Plan.

Representative's Warrants

As of June 30, 2014, no warrants to purchase shares of common stock were outstanding. Upon completion of this offering, the representative of the underwriters will receive warrants for the purchase of shares of our common stock. Please refer to the section entitled "Underwriting — Representative's Warrant."

Registration Rights

The representative of the underwriters will be entitled to "piggy-back" and demand registration rights in connection with the warrants described above, provided that such demand registration rights will expire after four years from the date of effectiveness in compliance with FINRA Rule 5110(f)(2)(G)(iv). The piggy-back registration right provided will expire after six years from the effective date of the offering in compliance with FINRA Rule 5110(f)(2)(G)(v). We will bear all fees and expenses attendant to registering the securities issuable on exercise of the warrant, other than underwriting commissions incurred and payable by the holder. For a further description of these rights, please refer to the section entitled "Underwriting — Representative's Warrant."

Anti-Takeover Provisions

Certain provisions of Delaware law and our certificate of incorporation and bylaws could make the following more difficult:

- the acquisition of us by means of a tender offer;
- acquisition of control of us by means of a proxy contest or otherwise; and
- the removal of our incumbent officers and directors.

These provisions, summarized below, are expected to discourage certain types of coercive takeover practices and inadequate takeover bids, and are designed to encourage persons seeking to acquire control of us to negotiate with our board of directors. We believe that the benefits of increased protection against an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging such proposals. Among other things, negotiation of such proposals could result in an improvement of their terms.

Delaware Anti-Takeover Law. We are subject to Section 203 of the Delaware General Corporation Law, an anti-takeover law. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years following the date the person became an interested stockholder, unless the "business combination" or the transaction in which the person became an interested stockholder is approved by our board of directors in a prescribed manner. Generally, a "business combination" includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. Generally, an "interested stockholder" is a person who, together with affiliates and associates, owns or, within three years prior to the determination of interested stockholder status, did own, 15% or more of a corporation's voting stock. The existence of this provision may have an anti-takeover effect with respect to transactions not approved in advance by the board of directors, including discouraging attempts that might result in a premium over the market price for the shares of common stock held by stockholders.

Stockholder Meetings. Under our bylaws, only the board of directors, the chairman of the board, the chief executive officer and the president may call special meetings of stockholders.

No Cumulative Voting. Our certificate of incorporation and bylaws do not provide for cumulative voting in the election of directors.

Undesignated Preferred Stock. The authorization of undesignated preferred stock makes it possible for the board of directors without stockholder approval to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to obtain control of us. These and other provisions may have the effect of deferring hostile takeovers or delaying changes in control or management of us.

Amendment of Provisions in the Certificate of Incorporation. The certificate of incorporation will generally require the affirmative vote of the holders of at least two-thirds of the outstanding voting stock in order to amend any provisions of the certificate of incorporation concerning:

- the required vote to amend the certificate of incorporation;
- management of the business by the board of directors;
- calling of a special meeting of stockholders;
- number of directors and structure of the board of directors;
- removal and appointment of directors;
- director nominations by stockholders;
- personal liability of directors to us and our stockholders; and
- indemnification of our directors, officers, employees and agents.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Continental Stock Transfer & Trust Company. The telephone number of Continental Stock Transfer & Trust Company is (212) 509-4000.

Stock Market Listing

We are applying to have our shares of common stock listed on The NASDAQ Global Market under the symbol “JYNT.” No assurance can be given that such listing will be approved.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common stock and a liquid trading market for our common stock may not develop or be sustained after this offering. Future sales of substantial amounts of our common stock in the public market, or the perception that such sales may occur, could adversely affect the prevailing market price of our common stock and impair our ability to raise equity capital in the future. No prediction can be made as to the effect, if any, future sales of shares, or the availability of shares for future sales will have on the market price of our common stock prevailing from time to time. As described below, only a limited number of shares of our common stock will be available for sale in the public market for a period of several months after consummation of this offering due to contractual and legal restrictions on resale described below. Future sales of our common stock in the public market either before (to the extent permitted) or after restrictions lapse, or the perception that those sales may occur, could adversely affect the prevailing market price of our common stock at such time and our ability to raise equity capital at a time and price we deem appropriate.

Sale of Restricted Shares

Upon completion of this offering, we will have shares of common stock outstanding. Of these shares of common stock, the shares of common stock being sold in this offering, plus any shares sold upon exercise of the underwriters' option to purchase additional shares, will be freely tradable without restriction under the Securities Act, except for any such shares which may be acquired by an "affiliate" of ours, as that term is defined in Rule 144, which shares will be subject to the volume limitations and other restrictions of Rule 144 described below. The remaining shares of common stock held by our existing stockholders upon completion of this offering will be "restricted securities," as that term is defined in Rule 144, and may be resold only after registration under the Securities Act or pursuant to an exemption from such registration, including, among others, the exemptions provided by Rule 144 and Rule 701 under the Securities Act, which rules are summarized below. These remaining shares of common stock held by our existing stockholders upon completion of this offering will be available for sale in the public market (after the expiration of the lock-up agreements described below) only if registered or if they qualify for an exemption from registration under Rule 144 or Rule 701 under the Securities Act, as described below.

As a result of the lock-up agreements described below under the "Underwriting" section and the provisions of Rules 144 and Rule 701 promulgated under the Securities Act, the shares of our common stock (excluding the shares sold in this offering) will be available for sale in the public market as follows:

- no shares will be eligible for sale on the date of this prospectus; and
- shares will be eligible for sale upon the expiration of the lock-up agreements, as more particularly described below under the "Underwriting" section, beginning one year after the date of this prospectus, subject to certain exceptions.

Rules 144 and 701

In general, under Rule 144, as currently in effect, persons who are not one of our affiliates at any time during the three months preceding a sale may sell shares of our common stock beneficially held upon the earlier of (1) the expiration of a six-month holding period, if we have been subject to the reporting requirements of the Exchange Act and have filed all required reports for at least 90 days prior to the date of the sale, or (2) a one-year holding period.

At the expiration of the six-month holding period, a person who was not one of our affiliates at any time during the three months preceding a sale would be entitled to sell an unlimited number of shares of our common stock provided current public information about us is available, and a person who was one of our affiliates at any time during the three months preceding a sale would be entitled to sell within any three-month period a number of shares of common stock that does not exceed the greater of either of the following:

- 1% of the number of shares of common stock then outstanding which will equal to approximately shares immediately after this offering; and
- the average weekly trading volume of the common stock during the four calendar weeks preceding the filing of a Form 144 with respect to such sale.

Sales under Rule 144 are also subject to certain manner of sale provisions and notice requirements and to the availability of current public information about us. Under Rule 144(k), a person who is not deemed to have been our affiliate at any time during the three months preceding a sale, and who has beneficially owned the shares proposed to be sold for at least two years including the holding period of any prior owner except an affiliate of The Joint, is entitled to sell such shares without complying with the manner of sale, public information, volume limitation or notice provisions of Rule 144.

Rule 701, as currently in effect, permits resales of shares in reliance upon Rule 144 but without compliance with certain restrictions. Any employee, officer, director or consultant who purchased shares under a written compensatory plan or contract may be entitled to rely on the resale provisions of Rule 701. Rule 701 permits affiliates to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. Rule 701 further provides that non-affiliates may sell such shares in reliance on Rule 144 without having to comply with the holding period, public information, volume limitation or notice provisions of Rule 144. All holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling such shares. However, in this offering % of Rule 701 shares are subject to lock-up agreements and will only become eligible for sale at the earlier of the expiration of the 180-day lock-up agreements or no sooner than 90 days after the offering upon obtaining the prior written consent of the underwriters.

Registration Rights

We have granted "piggy-back" and demand registration rights in connection with the warrant to purchase shares of our common stock issued to the representative of the underwriters. Shares registered under such registration statement will be available for sale in the open market upon the effectiveness of the registration, subject to FINRA lock-up requirements. For a further description of these rights, please refer to the section entitled "Underwriting — Representative's Warrant."

Form S-8 Registration Statement

Following the closing of this offering, we will file a registration statement on Form S-8 registering the 476,500 shares of our common stock issuable pursuant to stock options, SARs, restricted stock, and RSUs granted or awarded under our 2014 and 2012 Plans. Shares registered under such registration statement will be available for sale in the open market upon the effectiveness of the registration, subject to Rule 144 volume limitations and any applicable lock-up agreements. As of June 30, 2014, (i) options to purchase a total of 111,750 shares of our common stock were outstanding under our 2012 Plan, (ii) options to purchase a total of 40,000 shares of our common stock were outstanding under our 2014 Plan, and (iii) 318,750 shares of restricted stock were awarded under our 2012 Plan. No additional options or other awards will be granted under our 2012 Plan, which has been replaced by our 2014 Plan. As of June 30, 2014, 73,500 shares of our common stock were available for issuance under our 2014 Stock Plan.

UNDERWRITING

Feltl and Company is acting as the sole book-running manager of the offering and as representative of the underwriters named below, or the Representative. Subject to the terms and conditions set forth in an underwriting agreement dated the date of this prospectus among us, the Representative, we have agreed to sell to each underwriter named below and each underwriter named below has severally and not jointly agreed to purchase from us, at the public offering price per share set forth on the cover page of this prospectus, less the underwriting discounts and commissions, the number of shares of common stock listed next to its name in the following table:

Underwriters	Number of Shares
Feltl and Company, Inc.	
Total	

The underwriters are committed to purchase all the shares of common stock offered by us other than those covered by the option to purchase additional shares described below, if they purchase any shares. The obligations of the underwriters may be terminated upon the occurrence of certain events specified in the underwriting agreement. Furthermore, pursuant to the underwriting agreement, the underwriters' obligations are subject to customary conditions, representations and warranties contained in the underwriting agreement, such as receipt by the underwriters of officers' certificates and legal opinions.

We have agreed to indemnify the underwriters against specified liabilities, including liabilities under the Securities Act, and to contribute to payments the underwriters may be required to make in respect thereof.

The underwriters are offering the shares, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel and other conditions specified in the underwriting agreement. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Over-Allotment Option. We have granted the underwriters an over-allotment option. This option, which is exercisable for up to 45 days after the date of this prospectus, permits the underwriters to purchase a maximum of additional shares (15% of the shares sold in this offering) from us to cover over-allotments, if any. If the underwriters exercise all or part of this option, they will purchase shares covered by the option at the public offering price per share that appears on the cover page of this prospectus, less the underwriting discounts and commissions. If this option is exercised in full, the total net proceeds, before expenses, to us will be $.

Discounts. The following table shows the public offering price, underwriting discounts and proceeds, before expenses, to us. The information assumes either no exercise or full exercise by the underwriters of their over-allotment option.

	Per Share	Total Without Over-Allotment Option	Total With Over-Allotment Option
Public offering price	$	$	$
Underwriting discounts	$	$	$
Proceeds, before expenses, to us	$	$	$

The underwriters propose to offer the shares offered by us to the public at the public offering price per share set forth on the cover of this prospectus. In addition, the underwriters may offer some of the shares to other securities dealers at such price less a concession of $ per share. After the initial offering, the public offering price and concession to dealers may be changed.

We have also agreed to pay the Representative's expenses relating to the offering, including, but not limited to, expenses and disbursements relating to the registration, qualification or exemption of securities offered under state securities laws, or "blue sky" laws; reasonable fees and expenses of the Representative's counsel; expenses related to travel and due diligence meetings for the investment community and other expenses in connection with the delivery of the preliminary and final prospectus.

We estimate that the total expenses of the offering payable by us, excluding underwriting discounts and commissions, will be approximately $.

Lock-Up Agreements. Pursuant to certain "lock-up" agreements with the Representative, we, our executive officers and directors, and substantially all of our stockholders have agreed, subject to certain exceptions, not to offer, sell, contract to sell, pledge, or otherwise dispose of, directly or indirectly, any shares of common stock or securities convertible into or exchangeable or exercisable for any shares of common stock beneficially owned by the undersigned, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of Common Stock, without the prior written consent of the Representative, for a period of one year from the date of effectiveness of the offering. The Representative may, in its sole discretion, at any time without prior notice, release all or any portion of the shares from the restrictions in any such agreement. It is provided however, that if a stockholder is neither one of our officers or directors, the lock-up restrictions described above shall not apply to and no consent of the Representative shall be required for sale by the stockholder of our securities representing up to 0.1% of the our issued and outstanding shares of common stock, calculated on a fully diluted basis, on each consecutive month commencing six months following the date of the final prospectus relating to this offering and ending at the end of the lock-up period.

NASDAQ Listing. We are applying to have our common stock approved for listing on The NASDAQ Global Market under the symbol "JYNT."

Electronic Offer, Sale and Distribution of Shares. A prospectus in electronic format may be made available on the websites maintained by one or more of the underwriters or selling group members, if any, participating in this offering and one or more of the underwriters participating in this offering may distribute prospectuses electronically. The Representative may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters and selling group members that will make internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on these websites is not part of, nor incorporated by reference into, this prospectus or the registration statement of which this prospectus forms a part, has not been approved or endorsed by us or any underwriter in its capacity as underwriter, and should not be relied upon by investors.

Determination of the Initial Public Offering Price. Prior to this offering, there has been no public market for our common stock. The initial public offering price was determined through negotiations between us and the Representative of the underwriters. In addition to prevailing market conditions, the factors considered in determining the initial public offering price included the following:

- the information included in this prospectus and otherwise available to the Representative;
- the valuation multiples of publicly traded companies that the Representative believe to be comparable to us;
- our financial information;
- our prospects and the history and the prospectus of the industry in which we compete;
- an assessment of our management, its past and present operations, and the prospects for, and timing of, our future revenues;
- the present state of our development; and
- the above factors in relation to market values and various valuation measures of other companies engaged in activities similar to ours.

Stabilization. In connection with this offering, the underwriters may engage in stabilizing transactions, over-allotment transactions, syndicate-covering transactions, penalty bids and purchases to cover positions created by short sales.

Stabilizing transactions permit bids to purchase shares so long as the stabilizing bids do not exceed a specified maximum, and are engaged in for the purpose of preventing or retarding a decline in the market price of the shares while the offering is in progress.

Over-allotment transactions involve sales by the underwriters of shares in excess of the number of shares the underwriters are obligated to purchase. This creates a syndicate short position which may be either a covered short position or a naked short position. In a covered short position, the number of shares over-allotted by the underwriters is not greater than the number of shares that they may purchase in the over-allotment option. In a naked short position, the number of shares involved is greater than the number of shares in the over-allotment option. The underwriters may close out any short position by exercising their over-allotment option and/or purchasing shares in the open market.

Syndicate covering transactions involve purchases of shares in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared with the price at which they may purchase shares through exercise of the over-allotment option. If the underwriters sell more shares than could be covered by exercise of the over-allotment option and, therefore, have a naked short position, the position can be closed out only by buying shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that after pricing there could be downward pressure on the price of the shares in the open market that could adversely affect investors who purchase in the offering.

Penalty bids permit the Representative to reclaim a selling concession from a syndicate member when the shares originally sold by that syndicate member are purchased in stabilizing or syndicate covering transactions to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of our shares or common stock or preventing or retarding a decline in the market price of our shares or common stock. As a result, the price of our common stock in the open market may be higher than it would otherwise be in the absence of these transactions. Neither we nor the underwriters make any representation or prediction as to the effect that the transactions described above may have on the price of our common stock. These transactions may be effected on The NASDAQ Global Market or otherwise and, if commenced, may be discontinued at any time.

Passive market making. In connection with this offering, underwriters and selling group members may engage in passive market making transactions in our common stock on The NASDAQ Global Market in accordance with Rule 103 of Regulation M under the Exchange Act, during a period before the commencement of offers or sales of the shares and extending through the completion of the distribution. A passive market maker must display its bid at a price not in excess of the highest independent bid of that security. However, if all independent bids are lowered below the passive market maker's bid, then that bid must then be lowered when specified purchase limits are exceeded.

Representative's Warrant. We have agreed to issue the Representative a warrant to purchase up to shares of common stock. The warrant is exercisable at $ per share (125% of the initial public offering price), commencing on a date which is one year from the effective date of this offering under this prospectus and expiring four years from the effective date of this offering in compliance with FINRA Rule 5110(f)(2)(G)(i). The warrant and the shares of common stock underlying the warrant have been deemed compensation by FINRA, and are therefore subject to a 180-day lock-up pursuant to Rule 5110(g)(1) of FINRA. The Representative (or permitted assignees under the Rule) will not transfer the warrant or the securities underlying the warrant except in accordance with applicable securities regulations. In addition, the warrants provide for registration rights upon request, in certain cases. The demand registration right will have a duration of no more than four years from the date of effectiveness in compliance with FINRA Rule 5110(f)(2)(G)(iv) if and when we are eligible to use a registration statement on Form S-3. The piggy-back registration right provided will have a duration of no more than six years from the date of effectiveness in compliance with FINRA Rule 5110(f)(2)(G)(v). We will bear all fees and expenses attendant to registering the securities issuable on exercise of the warrant, other than underwriting commissions incurred and payable by the holder. The exercise price and number of shares issuable upon exercise of the warrant may

be adjusted in certain circumstances including in the event of a stock dividend, extraordinary cash dividend or our recapitalization, reorganization, merger or consolidation. However, the warrant exercise price or underlying shares will not be adjusted for issuances of shares of common stock at a price below the warrant exercise price.

Right of First Refusal. We have granted the Representative the right of first refusal to act, for a period of twelve months from the completion of this offering, at a minimum, as a co-lead manager and/or co-placement agent with at least 50% of the gross economics for any and all future public or private debt offerings by us occurring or commencing during such twelve-month period. The terms of any such engagement will be negotiated between us and the Representative.

Other Relationships. Certain of the underwriters and their affiliates have provided, and may in the future provide various investment banking, commercial banking and other financial services for us and our affiliates for which they have received, and may in the future receive customary fees. However, except as disclosed in this prospectus, we have no present arrangements with any of the underwriters for any further services.

Offer Restrictions Outside the United States

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Australia

This prospectus is not a disclosure document under Chapter 6D of the Australian Corporations Act, has not been lodged with the Australian Securities and Investments Commission and does not purport to include the information required of a disclosure document under Chapter 6D of the Australian Corporations Act. Accordingly, (i) the offer of the securities under this prospectus is only made to persons to whom it is lawful to offer the securities without disclosure under Chapter 6D of the Australian Corporations Act under one or more exemptions set out in section 708 of the Australian Corporations Act, (ii) this prospectus is made available in Australia only to those persons as set forth in clause (i) above, and (iii) the offeree must be sent a notice stating in substance that by accepting this offer, the offeree represents that the offeree is such a person as set forth in clause (i) above, and, unless permitted under the Australian Corporations Act, agrees not to sell or offer for sale within Australia any of the securities sold to the offeree within 12 months after its transfer for the offeree under this prospectus.

China

The information in this document does not constitute a public offer of the securities, whether by way of sale or subscription, in the People's Republic of China (excluding, for purposes of this paragraph, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan), or the PRC. The securities may not be offered or sold directly or indirectly in the PRC to legal or natural persons other than directly to "qualified domestic institutional investors."

European Economic Area — Belgium, Germany, Luxembourg and Netherlands

The information in this document has been prepared on the basis that all offers of securities will be made pursuant to an exemption under the Directive 2003/71/EC, or Prospectus Directive, as implemented in Member States of the European Economic Area, each, a Relevant Member State, from the requirement to produce a prospectus for offers of securities.

An offer to the public of securities has not been made, and may not be made, in a Relevant Member State except pursuant to one of the following exemptions under the Prospectus Directive as implemented in that Relevant Member State:

(a) to legal entities that are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity that has two or more of (i) an average of at least 250 employees during its last fiscal year; (ii) a total balance sheet of more than €43,000,000 (as shown on its last annual unconsolidated or consolidated financial statements) and (iii) an annual net turnover of more than €50,000,000 (as shown on its last annual unconsolidated or consolidated financial statements);

(c) to fewer than 100 natural or legal persons (other than qualified investors within the meaning of Article 2(1)(e) of the Prospectus Directive) subject to obtaining the prior consent of the company or any underwriter for any such offer; or

(d) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of securities shall result in a requirement for the publication by the company of a prospectus pursuant to Article 3 of the Prospectus Directive.

France

This document is not being distributed in the context of a public offering of financial securities (offre au public de titres financiers) in France within the meaning of Article L.411-1 of the French Monetary and Financial Code (Code monétaire et financier) and Articles 211-1 et seq. of the General Regulation of the French Autorité des marchés financiers, or AMF. The securities have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France.

This document and any other offering material relating to the securities have not been, and will not be, submitted to the AMF for approval in France and, accordingly, may not be distributed or caused to distributed, directly or indirectly, to the public in France.

Such offers, sales and distributions have been and shall only be made in France to (i) qualified investors (investisseurs qualifiés) acting for their own account, as defined in and in accordance with Articles L.411-2-II-2° and D.411-1 to D.411-3, D.744-1, D.754-1 and D.764-1 of the French Monetary and Financial Code and any implementing regulation and/or (ii) a restricted number of non-qualified investors (cercle restreint d'investisseurs) acting for their own account, as defined in and in accordance with Articles L.411-2-II-2° and D.411-4, D.744-1, D.754-1 and D.764-1 of the French Monetary and Financial Code and any implementing regulation.

Pursuant to Article 211-3 of the General Regulation of the AMF, investors in France are informed that the securities cannot be distributed (directly or indirectly) to the public by the investors otherwise than in accordance with Articles L.411-1, L.411-2, L.412-1 and L.621-8 to L.621-8-3 of the French Monetary and Financial Code.

Ireland

The information in this document does not constitute a prospectus under any Irish laws or regulations and this document has not been filed with or approved by any Irish regulatory authority as the information has not been prepared in the context of a public offering of securities in Ireland within the meaning of the Irish Prospectus (Directive 2003/71/EC) Regulations 2005, or the "Prospectus Regulations." The securities have not been offered or sold, and will not be offered, sold or delivered directly or indirectly in Ireland by way of a public offering, except to (i) qualified investors as defined in Regulation 2(l) of the Prospectus Regulations and (ii) fewer than 100 natural or legal persons who are not qualified investors.

Israel

The securities offered by this prospectus have not been approved or disapproved by the Israeli Securities Authority, or the ISA, nor have such securities been registered for sale in Israel. The shares may not be offered or sold, directly or indirectly, to the public in Israel, absent the publication of a prospectus. The ISA

has not issued permits, approvals or licenses in connection with the offering or publishing the prospectus; nor has it authenticated the details included herein, confirmed their reliability or completeness, or rendered an opinion as to the quality of the securities being offered. Any resale in Israel, directly or indirectly, to the public of the securities offered by this prospectus is subject to restrictions on transferability and must be effected only in compliance with the Israeli securities laws and regulations.

Italy

The offering of the securities in the Republic of Italy has not been authorized by the Italian Securities and Exchange Commission (Commissione Nazionale per le Società e la Borsa, or CONSOB) pursuant to the Italian securities legislation and, accordingly, no offering material relating to the securities may be distributed in Italy and such securities may not be offered or sold in Italy in a public offer within the meaning of Article 1.1(t) of Legislative Decree No. 58 of 24 February 1998, or Decree No. 58, other than:

- to Italian qualified investors, as defined in Article 100 of Decree no. 58 by reference to Article 34-ter of CONSOB Regulation no. 11971 of 14 May 1999, or Regulation no. 1197l, as amended, or Qualified Investors; and
- in other circumstances that are exempt from the rules on public offer pursuant to Article 100 of Decree No. 58 and Article 34-ter of Regulation No. 11971 as amended.

Any offer, sale or delivery of the securities or distribution of any offer document relating to the securities in Italy (excluding placements where a Qualified Investor solicits an offer from the issuer) under the paragraphs above must be:

- made by investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with Legislative Decree No. 385 of 1 September 1993 (as amended), Decree No. 58, CONSOB Regulation No. 16190 of 29 October 2007 and any other applicable laws; and
- in compliance with all relevant Italian securities, tax and exchange controls and any other applicable laws.

Any subsequent distribution of the securities in Italy must be made in compliance with the public offer and prospectus requirement rules provided under Decree No. 58 and the Regulation No. 11971 as amended, unless an exception from those rules applies. Failure to comply with such rules may result in the sale of such securities being declared null and void and in the liability of the entity transferring the securities for any damages suffered by the investors.

Japan

The securities have not been and will not be registered under Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948), as amended, or the FIEL, pursuant to an exemption from the registration requirements applicable to a private placement of securities to Qualified Institutional Investors (as defined in and in accordance with Article 2, paragraph 3 of the FIEL and the regulations promulgated thereunder). Accordingly, the securities may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan other than Qualified Institutional Investors. Any Qualified Institutional Investor who acquires securities may not resell them to any person in Japan that is not a Qualified Institutional Investor, and acquisition by any such person of securities is conditional upon the execution of an agreement to that effect.

Portugal

This document is not being distributed in the context of a public offer of financial securities (oferta pública de valores mobiliários) in Portugal, within the meaning of Article 109 of the Portuguese Securities Code (Código dos Valores Mobiliários). The securities have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in Portugal. This document and any other offering material relating to the securities have not been, and will not be, submitted to the Portuguese Securities Market Commission (Comissão do Mercado de Valores Mobiliários) for approval in Portugal and, accordingly, may not be distributed or caused to distributed, directly or indirectly, to the public in Portugal, other than under circumstances that are deemed not to qualify as a public offer under the Portuguese Securities Code. Such

offers, sales and distributions of securities in Portugal are limited to persons who are "qualified investors" (as defined in the Portuguese Securities Code). Only such investors may receive this document and they may not distribute it or the information contained in it to any other person.

Sweden

This document has not been, and will not be, registered with or approved by Finansinspektionen (the Swedish Financial Supervisory Authority). Accordingly, this document may not be made available, nor may the securities be offered for sale in Sweden, other than under circumstances that are deemed not to require a prospectus under the Swedish Financial Instruments Trading Act (1991:980) (Sw. lag (1991:980) om handel med finansiella instrument). Any offering of securities in Sweden is limited to persons who are "qualified investors" (as defined in the Financial Instruments Trading Act). Only such investors may receive this document and they may not distribute it or the information contained in it to any other person.

Switzerland

The securities may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange, or SIX or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering material relating to the securities may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering material relating to the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority.

This document is personal to the recipient only and not for general circulation in Switzerland.

United Arab Emirates

Neither this document nor the securities have been approved, disapproved or passed on in any way by the Central Bank of the United Arab Emirates or any other governmental authority in the United Arab Emirates, nor have we received authorization or licensing from the Central Bank of the United Arab Emirates or any other governmental authority in the United Arab Emirates to market or sell the securities within the United Arab Emirates. This document does not constitute and may not be used for the purpose of an offer or invitation. No services relating to the securities, including the receipt of applications and/or the allotment or redemption of such shares, may be rendered within the United Arab Emirates by us.

No offer or invitation to subscribe for securities is valid or permitted in the Dubai International Financial Centre.

United Kingdom

Neither the information in this document nor any other document relating to the offer has been delivered for approval to the Financial Services Authority in the United Kingdom, and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended, or FSMA) has been published or is intended to be published in respect of the securities. This document is issued on a confidential basis to "qualified investors" (within the meaning of section 86(7) of FSMA) in the United Kingdom, and the securities may not be offered or sold in the United Kingdom by means of this document, any accompanying letter or any other document, except in circumstances which do not require the publication of a prospectus pursuant to section 86(1) FSMA.

This document should not be distributed, published or reproduced, in whole or in part, nor may its contents be disclosed by recipients to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) received in connection with the issue or sale of the securities has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of FSMA does not apply to us.

In the United Kingdom, this document is being distributed only to, and is directed at, persons (i) who have professional experience in matters relating to investments falling within Article 19(5) (investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005, or FPO, (ii) who fall within the categories of persons referred to in Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the FPO or (iii) to whom it may otherwise be lawfully communicated (together "relevant persons"). The investments to which this document relates are available only to, and any invitation, offer or agreement to purchase will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

LEGAL MATTERS

The validity of the common stock offered hereby will be passed upon for us by Johnson and Colmar, Bannockburn, Illinois. As of the date of this prospectus, certain individual attorneys of this firm beneficially own an aggregate of 291,630 shares of our common stock. Certain legal matters will be passed upon for the underwriters by Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., New York, New York.

EXPERTS

The financial statements of The Joint Corp. as of December 31, 2012 and 2013 and for each of the years in the two-year period ended December 31, 2013 have been included in this prospectus in reliance upon the report of EKS&H, LLLP, independent certified public accountants, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-1 with respect to the common stock offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement or the exhibits and schedules which are part of the registration statement. For further information with respect to us and our common stock, see the registration statement and the exhibits and schedules thereto. Any document we file may be read and copied at the Commission's public reference room at 100 F Street, NE, Washington, D.C. 20549, on official business days during the hours of 10 a.m. to 3 p.m. Please call the Commission at 1-800-SEC-0330 for further information about the public reference rooms. Our filings with the Commission are also available to the public from the Commission's website at *http://www.sec.gov*.

Upon completion of this offering, we will become subject to the information and periodic reporting requirements of the Securities Exchange Act of 1934 and, accordingly, will file periodic reports, proxy statements and other information with the Commission. Such periodic reports, proxy statements and other information will be available for inspection and copying at the Commission's public reference rooms, and the website of the Commission referred to above.

THE JOINT CORP.

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders' of
The Joint Corp.
Scottsdale, Arizona

We have audited the accompanying consolidated balance sheets of The Joint Corp. as of December 31, 2013 and 2012, and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for each of the years then ended. The Company's management is responsible for these financial statements. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Joint Corp. and subsidiaries as of December 31, 2013 and 2012, and the results of their operations and their cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ EKS&H LLLP

July 11, 2014
Denver, Colorado

The Joint Corp. and Subsidiary

Consolidated Balance Sheets

	December 31,		March 31,	
	2013	2012	2014	2013
	(audited)	(audited)	(unaudited)	(unaudited)
ASSETS				
CURRENT ASSETS				
Cash	$3,516,750	$ 3,565,592	$ 3,023,875	$ 3,852,044
Restricted cash	58,786	76,076	172,110	102,207
Accounts receivable	394,655	106,898	308,726	72,226
Prepaid income taxes	0	300,000	63,499	400,572
Note receivable – current portion	25,929	10,354	26,319	14,804
Prepaid expenses	23,729	48,969	15,696	24,882
Deferred franchise costs – current portion	939,750	1,179,850	847,950	1,221,750
Deferred tax asset – current portion	701,200	769,800	701,200	769,800
Other current assets	0	21,829	0	19,095
TOTAL CURRENT ASSETS	5,660,799	6,079,368	5,159,375	6,477,380
PROPERTY AND EQUIPMENT, net	400,267	229,580	909,194	222,294
OTHER ASSETS				
Note receivable, net of current portion	59,269	79,646	52,540	78,860
Note receivable – related party	21,750	21,750	21,750	21,750
Deferred franchise costs, net of current portion	2,283,000	2,028,050	2,350,000	2,127,200
Deferred tax asset, net of current portion	1,265,700	644,800	1,265,702	644,800
Deposits and other assets	77,650	16,964	77,650	16,597
TOTAL OTHER ASSETS	3,707,369	2,791,210	3,767,642	2,889,207
TOTAL ASSETS	$9,768,435	$ 9,100,158	$ 9,836,211	$ 9,588,881

The accompanying notes are an integral part of these Consolidated Financial Statements.

The Joint Corp. and Subsidiary

Consolidated Balance Sheets

	December 31,		March 31,	
	2013	2012	2014	2013
	(audited)	(audited)	(unaudited)	(unaudited)
LIABILITIES AND STOCKHOLDERS' DEFICIT				
CURRENT LIABILITIES				
Accounts payable and accrued expenses	$ 226,757	$ 101,363	$ 284,853	$ 289,359
Co-op funds liability	54,133	44,774	80,719	64,117
Payroll liabilities	128,370	70,324	111,236	106,965
Marketing fund deferred revenue	4,652	31,302	4,652	31,302
Income taxes payable	419,297	0	0	0
Deferred revenue – current portion	2,756,250	3,186,750	2,392,500	3,124,750
TOTAL CURRENT LIABILITIES	3,589,459	3,434,513	2,873,960	3,616,493
DEFERRED RENT AND TENANT ALLOWANCE	0	0	540,361	0
DEFERRED REVENUE, NET OF CURRENT PORTION	7,252,084	6,762,417	7,572,334	7,015,167
OTHER LIABILITIES	147,753	39,724	182,711	57,699
TOTAL LIABILITIES	10,989,296	10,236,654	11,169,366	10,689,359
COMMITMENTS AND CONTINGENCIES				
STOCKHOLDERS' DEFICIT				
Series A preferred stock, $0.001 par value; 50,000 shares authorized, 25,000 issued and outstanding, aggregate liquidation preference of $1,000,000	25	25	25	25
Common stock, $0.001 par value; 4,250,000 shares authorized, 3,000,000 shares issued and 2,700,000 outstanding as of December 31, 2013, 3,000,000 shares issued and outstanding as of December 31, 2012 and 3,002,343 shares issued and 2,702,343 outstanding as of March 31, 2014 and 3,000,000 shares issued and outstanding as of March 31, 2013	3,000	3,000	3,000	3,000
Additional paid-in capital	1,548,713	997,075	1,564,313	997,075
Treasury stock (300,000 shares, at cost)	(791,638)	0	(791,638)	0
Accumulated deficit	(1,980,961)	(2,136,596)	(2,108,855)	(2,100,578)
TOTAL STOCKHOLDERS' DEFICIT	(1,220,861)	(1,136,496)	(1,333,155)	(1,100,478)
TOTAL LIABILITIES AND STOCKHOLDERS' DEFICIT	$ 9,768,435	$ 9,100,158	$ 9,836,211	$ 9,588,881

The accompanying notes are an integral part of these Consolidated Financial Statements.

The Joint Corp. and Subsidiary

Consolidated Statements of Operations

	Year Ended December 31,		Three Months Ended March 31,	
	2013	2012	2014	2013
	(audited)	(audited)	(unaudited)	(unaudited)
REVENUES				
Royalty fees	$1,531,201	$ 536,236	$ 608,327	$ 244,061
Franchise fees	2,536,333	1,339,333	464,000	657,500
Regional developer fees	742,875	392,750	108,750	212,250
IT related income and software fees	762,867	356,050	199,625	189,050
Advertising fund revenue	216,784	55,136	86,734	34,703
Other income	168,007	105,437	45,401	19,587
TOTAL REVENUES	5,958,067	2,784,942	1,512,837	1,357,151
COST OF REVENUES				
Franchise cost of revenues	1,781,477	908,591	458,776	392,638
IT cost of revenues	224,719	181,942	71,748	95,576
TOTAL COST OF REVENUES	2,006,196	1,090,533	530,524	488,214
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES				
Selling and marketing expenses	781,256	748,915	119,944	199,780
Depreciation and amortization	70,725	49,814	40,066	15,573
General and administrative expenses	2,660,101	2,242,821	979,690	672,427
TOTAL SELLING, GENERAL AND ADMINISTRATIVE EXPENSES	3,512,082	3,041,550	1,139,700	887,780
INCOME (LOSS) FROM OPERATIONS	439,789	(1,347,141)	(157,387)	(18,843)
OTHER (EXPENSE) INCOME	(32,000)	36,318	0	(17,000)
INCOME (LOSS) BEFORE INCOME TAX (PROVISION) BENEFIT	407,789	(1,310,823)	(157,387)	(35,843)
INCOME TAX (PROVISION) BENEFIT	(252,154)	574,528	29,493	71,861
NET INCOME (LOSS)	$ 155,635	$ (736,295)	$ (127,894)	$ 36,018
Weighted average number of shares outstanding	2,700,000	2,700,000	2,700,000	2,700,000
Basic net income (loss) per share	$ 0.06	$ (0.27)	$ (0.05)	$ 0.01
Diluted net income (loss) per share	$ 0.06	$ (0.27)	$ (0.05)	$ 0.01

The accompanying notes are an integral part of these Consolidated Financial Statements.

The Joint Corp. and Subsidiary

Consolidated Statements of Changes in Stockholders' Deficit

	Preferred Stock	Common Stock	Additional Paid In Capital	Treasury Stock	Accumulated Deficit	Total
Balances, December 31, 2011	$ 25	$ 3,000	$ 997,075	$ 0	$(1,400,301)	$ (400,201)
Net loss	0	0	0	0	(736,295)	(736,295)
Balances, December 31, 2012	25	3,000	997,075	0	(2,136,596)	(1,136,496)
Purchase of treasury stock	0	0	551,638	(791,638)	0	(240,000)
Net income	0	0	0	0	155,635	155,635
Balances, December 31, 2013	25	3,000	1,548,713	(791,638)	(1,980,961)	(1,220,861)
Stock-based compensation expense – (unaudited)	0	0	15,600	0	0	15,600
Treasury stock valuation (unaudited)						
Net loss – (unaudited)	0	0	0	0	(127,894)	(127,894)
Balances, March 31, 2014 (unaudited)	$ 25	$ 3,000	$ 1,564,313	$(791,638)	$(2,108,855)	$(1,333,155)

The accompanying notes are an integral part of these Consolidated Financial Statements.

The Joint Corp. and Subsidiary

Consolidated Statements of Cash Flows

	Year Ended December 31,		Three Months Ended March 31,	
	2013	2012	2014	2013
	(audited)	(audited)	(unaudited)	(unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES				
Net income (loss)	$ 155,635	$ (736,295)	$ (127,894)	$ 36,018
Adjustments to reconcile net income (loss) to net cash provided by operating activities:				
Depreciation and amortization	70,725	49,814	40,066	15,573
Deferred income taxes	(552,300)	(576,100)	(2)	0
Accrued interest on notes receivable	(5,551)	0	0	2,734
Stock based compensation expense	0	0	15,600	0
(Increase) decrease in:				
Restricted cash	17,290	(76,076)	(113,324)	(26,131)
Accounts receivable	(287,757)	(79,691)	85,929	34,672
Prepaid income taxes	300,000	(300,000)	(63,499)	(100,572)
Prepaid expenses	47,069	(51,703)	8,033	24,087
Deferred franchise costs	(14,850)	(2,233,800)	24,800	(141,050)
Deposits and other assets	(60,686)	(12,474)	0	367
Increase (decrease) in:				
Accounts payable and accrued expenses	125,394	(136,357)	58,096	187,996
Co-op funds liability	9,359	44,774	26,586	19,343
Payroll liabilities	58,046	39,203	(17,134)	36,641
Marketing fund deferred revenue	(26,650)	31,302	0	0
Other liabilities	108,029	4,160	34,958	17,975
Deferred rent and tenant allowance	0	(13,192)	540,361	0
Income taxes payable	419,297	(45)	(419,297)	0
Deferred revenue	59,167	6,222,417	(43,500)	190,750
NET CASH PROVIDED BY OPERATING ACTIVITIES	422,217	2,175,937	49,779	298,403
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property and equipment	(241,412)	(131,311)	(548,993)	(8,287)
Proceeds from sale of equipment	0	47,267	0	
(Issuance of) payments received on notes receivable	10,353	(90,000)	6,339	(3,664)
NET CASH USED IN INVESTING ACTIVITIES	(231,059)	(174,044)	(542,654)	(11,951)
CASH FLOWS FROM FINANCING ACTIVITIES				
Purchase of treasury stock	(240,000)	0	0	0
NET CASH USED IN FINANCING ACTIVITIES	(240,000)	0	0	0
NET INCREASE (DECREASE) IN CASH	(48,842)	2,001,893	(492,875)	286,452
CASH AT BEGINNING OF PERIOD	3,565,592	1,563,699	3,516,750	3,565,592
CASH AT END OF PERIOD	$3,516,750	$ 3,565,592	$3,023,875	$3,852,044

The accompanying notes are an integral part of these Consolidated Financial Statements.

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash paid for income taxes during the years ended December 31, 2013 and 2012 was $0 and $300,045 and the quarter ended March 31, 2014 and 2013 was $420,250 and $0, respectively.

In December 2013, the Company repurchased 300,000 shares of its common stock for $240,000 in cash and issued an option for 300,000 shares of common stock and a fair value of $551,638, exercising its right of first refusal under the terms of a Stockholders Agreement (see Note 8).

During the year ended December 31, 2012, the Company issued a $21,750 promissory note for payment of a transfer (see Note 2).

There were no non-cash financing and investing activities for the quarters ending March 31, 2014 and 2013.

The accompanying notes are an integral part of these Consolidated Financial Statements.

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

The Joint Corp. ("The Joint"), a Delaware corporation, was formed on March 10, 2010, for the purpose of franchising chiropractic clinics, selling regional developer rights and supporting the operations of franchised chiropractic clinics at locations throughout the United States of America. The franchising of chiropractic clinics is regulated by the Federal Trade Commission and various state authorities.

The Joint Corporate Unit No. 1, LLC ("Clinic"), an Arizona limited liability company, was formed on July 14, 2010, for the purpose of operating chiropractic centers in the state of Arizona. The Clinic was sold on July 1, 2012, and all remaining account balances were consolidated with The Joint as of December 31, 2012.

The following table summarizes the number of clinics in operation for years ended December 31, 2013 and 2012 and the three months ended March 31, 2014 and 2013.

	December 31,		March 31,	
	2013	2012	2014	2013
Clinics open at beginning of period	82	33	175	82
Clinics opened during the period	93	53	18	25
Clinics closed during the period	0	(4)	(1)	0
Clinics in operation at the end of the period	175	82	192	107
Clinics sold but not yet operational	223	216	263	268

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of The Joint Corp. and its wholly owned subsidiary, The Joint Corporate Unit No. 1, LLC (collectively, the "Company").

All significant intercompany accounts and transactions between The Joint Corp. and its subsidiary have been eliminated in consolidation.

Cash

The Company considers all highly liquid instruments purchased with an original maturity of three months or less to be cash. The Company continually monitors its positions with, and credit quality of, the financial institutions with which it invests. As of the balance sheet date and periodically throughout the year, the Company has maintained balances in various operating accounts in excess of federally insured limits.

Restricted Cash

Restricted cash held by the Company relates to cash franchisees are required to contribute to the National Marketing Fund and cash franchisees provide to the Co-Op Marketing Funds. Cash contributed to the National Marketing Fund is to be used in accordance with the Franchise Disclosure Document with a focus on regional and national marketing and advertising.

Concentrations of Credit Risk

The Company grants credit in the normal course of business to franchisees related to the collection of initial franchise fees, royalties, and other operating revenues. The Company periodically performs credit analysis and monitors the financial condition of the franchisees to reduce credit risk. As of December 31, 2013 and 2012, one customer and two customers, respectfully, represented 15% and 54% of outstanding accounts receivable.

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (continued)

Accounts Receivable

Accounts receivable represent amounts due from franchisees for royalty fees and marketing and advertising expenses. The Company considers a reserve for doubtful accounts based on the creditworthiness of the franchisee. The provision for uncollectible amounts is continually reviewed and adjusted to maintain the allowance at a level considered adequate to cover future losses. The allowance is management's best estimate of uncollectible amounts and is determined based on specific identification and historical performance that are tracked by the Company on an ongoing basis. The losses ultimately could differ materially in the near term from the amounts estimated in determining the allowance. The Company determined that an allowance for doubtful accounts was not necessary for the three months ended March 31, 2014 and 2013, as well as, the twelve months ended December 31, 2013 and 2012.

Deferred Franchise Costs

Deferred franchise costs represent commissions that are earned in conjunction with the sale of a franchise, and are expensed when the respective revenue is recognized, which is generally upon the opening of a clinic.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed using the straight-line method over the estimated useful lives of three to seven years. Leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the assets.

Maintenance and repairs are charged to expense as incurred; major renewals and improvements are capitalized. When items of property or equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in other income.

Software Developed

The Company capitalizes most software development costs. These capitalized costs are primarily related to proprietary software used by clinics for operations and the Company for management of operations. Costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, internal and external costs, if direct and incremental, are capitalized as assets in progress until the software is substantially complete and ready for its intended use. Capitalization ceases upon completion of all substantial testing. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable the expenditures will result in additional functionality. Software developed is recorded as part of property and equipment. Maintenance and training costs are expensed as incurred. Internal use software is amortized on a straight line basis over its estimated useful life, generally 5 years.

Long-Lived Assets

The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recovered. The Company looks primarily to the undiscounted future cash flows in its assessment of whether or not long-lived assets have been impaired. No impairments of long-lived assets were recorded for the years ended December 31, 2013 and 2012 and for the three months ended March 31, 2014.

Advertising Fund

The Company has established an advertising fund for national marketing and advertising of services offered by the clinics owned by the franchisees. As stipulated in the typical franchise agreement, a franchisee, in addition to the monthly royalty fee, pays a monthly marketing fee of 1% of gross sales, which may increase to 2% at the discretion of the Company. The Company is to segregate the marketing funds collected

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (continued)

and use the funds for specific purposes as outlined in the Franchise Disclosure Document. As amounts are expended from the fund, the Company recognizes advertising fund revenue and a related expense. Amounts collected in excess of marketing expenditures are included in restricted cash on the consolidated balance sheets of the Company.

Co-Op Marketing Funds

Franchises have established regional Co-Ops for advertising within their local and regional markets. The Joint maintains an agency relationship under which the marketing funds collected are segregated and used for the specified purposes as directed by the Co-Ops officers. The marketing funds are included in restricted cash on the consolidated balance sheets of the Company.

Revenue Recognition

The Company generates revenue through initial franchise fees, regional developer fees, transfer fees, royalties, IT related income, and computer software fees.

Initial Franchise Fees

The Company requires the entire initial franchise fee to be paid upon execution of the franchise agreement, which has an initial term of ten years. Initial franchise fees received from a franchisee are recognized as revenue when the Company has performed substantially all initial services required by the franchise agreement, which is generally upon the opening of a clinic.

Regional Developer Fees

During 2011, the Company established a regional developer program to bring on independent contractors to assist in developing a specified geographical region or unit. Under this program, a regional developers pays a per license fee of 25% of the franchise fee to obtain the rights to develop the clinic within a specified geographical region and receives 50% of all franchise fees collected upon franchise sale and 3% of all royalties collected from open clinics in their region. Any clinics developed by the regional developer over their contracted minimum in the territory, requires no additional fee. Regional developer fees are recognized as revenue when the Company has performed substantially all initial services required by the regional developer agreement, which is generally upon the opening of each clinic.

Royalties

The Company collects royalties, as stipulated in the franchise agreement, equal to 7% of gross sales and a marketing and advertising fee of 1% of gross sales. Certain franchisees with franchise agreements acquired during the formation of the Company pay a monthly flat fee. Royalties are recognized as revenue when earned.

IT Related Income and Software Fees

The Company collects a monthly computer software fee for use of the Company's proprietary chiropractic software, computer support, and internet services support, which was rolled out to all the clinics in April 2012. These fees are recognized on a monthly basis as services are provided. IT related revenue represents a flat fee to purchase the clinics' computer equipment, operating software, preinstalled chiropractic system software, key card scanner (patient identification card), credit card scanner and credit card receipt printer. These fees are recognized as revenue when upon receipt upon receipt of equipment by the franchisee.

Advertising Costs

The Company's policy is to expense all operating advertising costs as incurred. Advertising expenses for years ended December 31, 2013 and 2012 were $323,219 and $404,050, respectively, and the three months ended March 31, 2014 and 2013 were $44,080 and $88,247, respectively.

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (continued)

Income Taxes

The Company accounts for income taxes in accordance with the Accounting Standards Codification that requires the recognition of deferred income taxes for differences between the basis of assets and liabilities for financial statement and income tax purposes. The differences relate principally to depreciation of property and equipment and treatment of revenue for franchise fees and regional developer fees collected. Deferred tax assets and liabilities represent the future tax consequence for those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred taxes are also recognized for operating losses that are available to offset future taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized.

The Company accounts for uncertainty in income taxes by recognizing the tax benefit or expense from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the taxing authorities, based on the technical merits of the position. The Company measures the tax benefits and expenses recognized in the consolidated financial statements from such a position based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate resolution.

At March 31, 2014 and December 31, 2013, the Company recorded a liability for income taxes for operations and uncertain tax positions of approximately $183,000 and $148,000, respectively, of which $12,824 and $33,000 respectively, represent penalties and interest and recorded in “other liabilities” section of the accompanying consolidated balance sheets. Interest and penalties associated with tax positions are recorded in the period assessed as general and administrative expenses. The Company’s tax returns for tax years subject to examination by tax authorities include 2010 through the current period for state and federal reporting purposes.

Earnings (Loss) per Common Share

Basic earnings (loss) per common share include no dilution and are computed by dividing the net earnings (loss) by the weighted-average number of common shares outstanding during the period. Diluted earnings (loss) per common share is computed by giving effect to all potentially dilutive common shares including preferred stock, restricted stock, and stock options. Basic and diluted earnings per common share for the three months ended March 31, 2014 and the year ended December 31, 2012 was the same as the impact of all potentially dilutive securities outstanding was anti-dilutive. At March 31, 2014, the Company had 111,750 stock options, 316,407 restricted stock shares, and 750,000 of common shares that would be issued upon conversion of preferred stock that were antidilutive. Diluted earnings per share for the year ended December 31, 2013 and the three months ended March 31, 2013 were the same as basic, as the Company did not issue any dilutive instruments during those periods.

Unaudited Interim Presentation

The accompanying interim balance sheets as of March 31, 2014 and 2013, the statements of operations and cash flows for the three months ended March 31, 2014 and 2013 and the statements of stockholders’ equity (deficit) for the three months ended March 31, 2014 and the related footnote disclosures are unaudited. These unaudited interim financial statements have been prepared in accordance with GAAP. In management’s opinion, the unaudited interim financial statements have been prepared on the same basis as the audited financial statements and include all adjustments, which include only normal recurring adjustments necessary for the fair presentation of its balance sheets as of March 31, 2014 and 2013, and its statements of operations for the three months ending March 31, 2014 and 2013, and statements of cash flows for the three months ended March 31, 2014 and 2013. The results for the three months ended March 31, 2014 are not necessarily indicative of the results expected for the full fiscal year.

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 1 NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (continued)

Use of Estimates

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Recent Accounting Pronouncements

In July 2013, the FASB issued ASU No. 2013-11, *Income Taxes (*Topic 740) which provides guidance on financial statement presentation of an unrecognized tax benefit when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists. The update is effective for years beginning after December 15, 2013. The Company does not expect the implementation of this standard to have a material impact on its balance sheets or results of operations.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* (Topic 606) which provides guidance on how companies recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects consideration to which the company expects to be entitled in exchange for those goods or services. The Company is in the process of evaluating the impact of this pronouncement.

Subsequent Events

The Company has evaluated all subsequent events through the auditors' report date, which is the date the financial statements were available for issuance. In May of 2014, the Company granted 40,000 stock options to an employee at an exercise price of $3.60. The options vest in 16 equal quarterly installments from the grant date. Currently, the Company is pursuing a Form S-1 registration with the Securities and Exchange Commission and will have associated expenses related to this subsequent event.

NOTE 2 NOTES RECEIVABLE

Effective July 2012, the Company sold its company-owned clinic, including the license agreement, equipment, and customer base, in exchange for a $90,000 promissory note. The note bears interest at 6% per annum for fifty-four months and requires monthly principal and interest payments over forty-two months, beginning August 2013 and maturing January 2017. The outstanding balance on the note as of March 31, 2014 and December 31, 2013 was $78,859 and $85,198, respectively and is uncollateralized.

Note Receivable — Related Party

Effective October 2012, a stockholder and director of the Company transferred ownership in his clinic to a third party in connection with which the Company assessed a contractual transfer fee of $21,750. The Company accepted the stockholder's promissory note in the amount $21,750 in payment of this fee. The note has not been formalized with terms, including interest rate or payment schedules and, accordingly, is presented as a long-term note receivable in the accompanying consolidated balance sheets. The outstanding balance on the note as of March 31, 2014 and at December 31, 2013 was $21,750.

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 2 NOTES RECEIVABLE – (continued)

The Company considers a reserve for doubtful accounts on notes receivable. The provision for uncollectible amounts is continually reviewed and adjusted to maintain the allowance at a level considered adequate to cover future losses. The allowance is management's best estimate of uncollectible amounts and is determined based on specific identification and historical performance that are tracked by the Company on an ongoing basis. The losses ultimately could differ materially in the near term from the amounts estimated in determining the allowance. The Company determined that an allowance for doubtful accounts on notes receivable was not necessary as of March 31, 2014 and December 31, 2013 and 2012.

NOTE 3 PROPERTY AND EQUIPMENT

Property and equipment consists of the following:

	December 31,		March 31,	
	2013	2012	2014	2013
Office and computer equipment	$ 28,817	$ 28,817	$ 138,459	$ 35,709
Leasehold improvements	0	0	433,961	0
Software developed	379,415	247,085	478,286	248,480
	408,232	275,902	1,050,706	284,189
Accumulated depreciation and amortization	(117,047)	(46,322)	(156,561)	(61,895)
	291,185	229,580	894,145	222,294
Assets in progress	109,082	0	15,049	0
	$ 400,267	$ 229,580	$ 909,194	$ 222,294

Depreciation and amortization expense was $70,725, $49,814, for the years ended December 31, 2013 and 2012, respectively and $40,066 and $15,573 for the three months ended March 31, 2014 and 2013, respectively.

As of March 31, 2014, assets in progress represents new software under development. As of December 31, 2013, assets in progress includes costs for signage, furniture and equipment related to the impending new office relocation as well as new software under development. These costs are transferred to the appropriate property and equipment category and commence depreciation when the assets become ready for their intended use.

NOTE 4 FAIR VALUE CONSIDERATION

The Company's financial instruments include cash, restricted cash, accounts receivable, notes receivable, accounts payable and accrued expenses. The carrying amounts of the Company's financial instruments approximate their fair value due to their short maturities.

The Company generally does not use derivative financial instruments to hedge exposures to cash-flow, market or foreign-currency risks.

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 4 FAIR VALUE CONSIDERATION – (continued)

Authoritative guidance defines fair value as the price that would be received to sell and asset paid to transfer a liability (an exit price) in an orderly transaction between market participants at the measurement date. The guidance establishes a hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in pricing the asset or liability developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the our assumptions of what market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The hierarchy is broken down into three levels based on reliability of the inputs as follows:

Level 1: Inputs that reflect unadjusted quoted prices in active markets that are accessible to Ampio for identical assets of liabilities;

Level 2: Inputs include quoted prices for similar assets and liabilities in active or inactive markets or that are observable for the asset or liability either directly or indirectly; and

Level 3: Unobservable inputs that are supported by little or no market activity.

As of December 31, 2013 and 2012 and for the three months ended March 31, 2014, and 2013 the Company does not have any financial instruments that contain unobservable inputs measured as level 1, 2 or 3.

NOTE 5 INCOME TAXES

Income tax provision (benefit) reported in the consolidated statements of operations is comprised of the following:

	December 31,	
	2013	2012
Current Provision:		
Federal	$ 583,558	$ 0
State, net of state tax credits	135,739	0
	719,297	0
Deferred Provision:		
Federal	(482,350)	(509,795)
State	(69,950)	(66,305)
	(552,300)	(576,100)
Unrecognized tax expense	85,157	1,572
Total income tax provision (benefit)	$ 252,154	$ (574,528)

The following are the components of the Company's net deferred taxes for federal and state income taxes:

	December 31,	
	2013	2012
Current deferred tax asset (liabilities):		
Deferred revenue	$1,064,000	$ 1,222,400
Deferred franchise costs	(362,800)	(452,600)
Net current deferred tax asset	701,200	769,800

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 5 INCOME TAXES – (continued)

	December 31,	
	2013	2012
Non-current deferred tax asset (liabilities):		
Deferred revenue	1,825,700	1,476,100
Deferred franchise costs	(469,100)	(778,000)
Net operating carryforwards	0	34,200
Asset based difference related to property and equipment	(90,900)	(87,500)
Net non-current deferred tax asset	$1,265,700	$ 644,800

The following is a reconciliation of the statutory federal income tax rate applied to pre-tax accounting net income (loss) to the income tax provision (benefit) in the consolidated statement of operations:

	December 31,	
	2013	2012
Expected federal tax expense	34.0%	(34.0%)
State tax provision, net of federal benefit	4.6%	(4.6%)
State tax credits	0.0%	(0.4%)
Meals and entertainment	2.6%	(0.6%)
Unrecognized tax penalties and interest	2.3%	(0.1%
Unrecognized tax expense	18.3%	(4.1%)
	61.8%	(43.8%)

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

	2013	2012
Balance as of January 1	$ 40,000	$ 36,000
Additions based on tax positions related to the current year	108,000	4,000
Balance at December 31	$148,000	$ 40,000

NOTE 6 COMMITMENTS AND CONTINGENCIES

Operating Leases

The Company leases its corporate office space. Monthly payments under the lease were approximately $10,500 through June 2012 and approximately $6,700 through December 2013. The lease expired on December 31, 2013. On September 17, 2013, the Company entered into a new lease for corporate office space, with 66 monthly payments increasing from $10,500 to $22,000, beginning February 3, 2014, the date the Company took occupancy of the new office space.

Total rent expense for the three months ended March 31, 2014 and 2013 was $33,000 and $31,000, respectively. Total rent expense for the years ended December 31, 2013 and 2012, was approximately $124,000 and $117,000.

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 6 COMMITMENTS AND CONTINGENCIES – (continued)

Future minimum annual lease payments are approximately as follows:

December 31,	
2014	$ 116,000
2015	235,000
2016	250,000
2017	255,000
2018	260,000
Thereafter	154,000
	$ 1,270,000

Deferred Rent and Tenant Allowance

In connection with the new lease, the Company received a tenant improvement allowance of $539,294. This allowance is amortized over the lease term as a reduction to rental expense. For the three months ending March 31, 2014, amortization credit was approximately $(16,000). In addition, the Company records operating leases to rent expense on a straight-line basis. When lease payments differ from the straight-line rent expense, the difference is recorded to the deferred tenant allowance account. For the three months ending March 31, 2014, additional rent expense was $17,410.

Litigation

In the normal course of business, the Company is party to litigation from time to time. The Company maintains insurance to cover certain actions and believes that resolution of such litigation will not have a material adverse effect on the Company.

NOTE 7 RELATED PARTY TRANSACTIONS

The Company entered into consulting and legal agreements with certain common stockholders related to services performed for the development of the Company. Amounts paid to these stockholders was approximately $680,000 and $556,000 for the years ended December 31, 2013 and 2012, respectively and $126,000 and $180,000 for the three months ended March 31, 2014 and 2013, respectively.

NOTE 8 EQUITY

Stock-Based Compensation

In November 2012, the Company adopted the 2012 Stock Plan (“2012 Plan”). The Plan purpose is to attract and retain the best available personnel for positions of substantial responsibility, provide incentives and additional ownership opportunities for employees, directors, and consultants, and generally promote the success of the Company’s business. The Plan permits the Company to grant incentive stock options, non-statutory stock options, restricted stock, stock appreciation rights, performance units and performance shares to employees, directors, and consultants for a period of ten years.

On May 15, 2014, the Company adopted the 2014 Stock Plan (“2014 Plan”). The 2014 Plan is designed to supersede and replace the 2012 Plan, effective as of the adoption date and set aside 550,000 shares of the Company’s common stock that may be guaranteed under the Plan.

Effective with a grant date of January 1, 2014, the Company granted stock options to employees to purchase 111,750 shares of the Company and granted restricted stock awards to an executive and consultant to earn 318,750 shares of Company stock. The stock options vest over a period of four years from grant date. The restricted stock was granted in two tranches. The first tranche vests over a period of four years from the grant date. The second tranche begins vesting upon completion of a successful initial public offering by the

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 8 EQUITY – (continued)

Company during the employment and service term of participating executives. Management has reserved a pool of shares to be issued when the options are exercised and the restricted stock is earned. The vesting period for all granted stock options and restricted stock commenced on January 1, 2014 at which time the related recognition of stock-based compensation expense began.

The estimated fair value of each option granted is calculated using the Black-Scholes option-pricing model. In order to calculate the fair value of the options, certain assumptions are made regarding the components of the model, including the estimated fair value of underlying common stock, risk-free interest rate, volatility, expected dividend yield and expected option life. Changes to the assumptions could cause significant adjustments to the valuation.

Since the Company's stock was not publicly traded, expected volatilities are based on volatilities from publicly traded companies with business models similar to the Company. There has been no employee forfeiture of stock options to date. The expected life of the options granted is based on the average of the vesting term and the contractual term of the option; the average of the vesting term and the contractual term of the option. The risk-free rate for periods within the expected life of the option is based on the U.S. Treasury 10-year yield curve in effect at the date of the grant.

The Company has computed the fair value of all options granted during the three months ended March 31, 2014, using the following assumptions:

Risk-free interest	0.074%
Expected life (years)	7.5
Expected dividend yield	0%
Volatility	45.81%

The information below summarizes the stock options:

STOCK OPTIONS	Options	Weighted average exercise price	Weighted contractual life	Aggregate fair value
Outstanding at December 31, 2013	—	—	—	—
Grants issued on January 1, 2014	111,750	$ 2.13	$ 3.75	$ 112,114
Grants or awards forfeited or exercised	—	—	—	—
Outstanding grants at March 31, 2014	111,750	$ 2.13	$ 3.75	$ 112,114
Options exercisable at March 31, 2014	27,938			

Unrecognized stock-based compensation expense for stock options for the three months ended March 31, 2014 was $105,107, which is expected to be recognized ratably over the next 3.75 years.

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 8 EQUITY – (continued)

The information below sumarizes the restircited stock activity:

RESTRICTED SHARE AWARDS	SHARES
Outstanding at December 31, 2013	—
Restricted stock awards granted on January 1, 2014	318,750
Awards forfeited or exercised	—
Outstanding restricted stock awards at March 31, 2014	318,750

The restricted stock was granted in two tranches. The first tranche vests in 48 monthly installments of 781 restricted shares for the first 36 months and 782 shares for each of the last 12 monthly installments. The second tranche begins vesting upon completion of a successful initial public offering by the Company during the employment and service term of the executive and consultant, respectively. This vests in 12 monthly installments from the date of closing the IPO. The estimated fair market value of the 318,850 shares of restricted stock was valued at $2.13 per share, determined by the Board, totaling approximately $679,000 to be recognized ratably as the stock is vested.

For the three months ended March 31, 2014, non-cash stock-based compensation expense was approximately $15,600. There is $151,157 of unrecognized compensation cost related to non-vested share-based compensation arrangements granted under the Plan, which is expected to be recognized ratably over the next 3.75 years. Compensation expense for the restricted share awards does not begin until the awards begin. The number of shares remaining to be issued under the 2014 Plan at March 31, 2014 is 119,500.

Preferred Stock

The Company has designated 50,000 shares as preferred stock. The preferred stock is senior to common stock and each share has the same voting rights as the common stockholders. The liquidation preference is equal to the stated value of the stock plus any dividends declared but unpaid at the time of a Liquidation event. The preferred shares are convertible to common stock at the option of the holder at a rate of one share of preferred stock for thirty shares of common stock. In addition, the preferred stock holders have a right of first refusal and tag-along rights to the common stockholders. The Company may request conversion with proper notice to preferred shareholders' five days prior to a qualified initial public offering by the Company.

Common Stock

On November 26, 2012, the Board declared a dividend of 29 shares of common stock of the Company on each share of common stock outstanding as of December 1, 2012. The stock dividend is effective and payable automatically as of the effective date of the Certificate of Amendment which was January 9, 2013. The stock dividend has been accounted for as a stock split and retroactively reflected in these consolidated financial statements. After the stock dividend, 750,000 shares of the Company's common stock has been reserved for issuance upon the conversion of any shares of its preferred stock.

On January 9, 2013, a Certificate of Amendment of Certificate of Incorporation was filed with the Delaware Secretary of State. This amendment authorized the Company to increase the number of common stock shares from 150,000 to 4,000,000. A subsequent Certificate of Amendment of Certificate of Incorporation was filed on December 24, 2013, authorizing the Company to increase the number of common stock shares to 4,250,000.

THE JOINT CORP. AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2013 and 2012, and the three months ended March 31, 2014 and 2013
(information as it pertains to March 31, 2014 and 2013 is unaudited)

NOTE 8 EQUITY – (continued)

Treasury Stock

In December 2013, the Company exercised its right of first refusal under the terms of a Stockholders Agreement dated March 10, 2010 to repurchase 300,000 shares of its common stock. The shares were purchased for $0.80 per share or $240,000 in cash along with the issuance of an option for 300,000 shares. The Company has the right to call the option upon a 15% change in ownership. The repurchased shares were recorded as treasury stock, at cost in the amount of $791,638, and are available for general corporate purposes. The option is classified in equity as it is considered indexed to the Company's stock and meets the criteria for classification in equity.

The option was granted to the seller for a term of 8 years. The option contained the following exercise prices:

Year 1	$	1.00
Year 2	$	1.21
Year 3	$	1.49
Year 4	$	1.84
Year 5	$	2.28
Year 6	$	2.83
Year 7	$	3.51
Year 8	$	4.37

Consideration given in the form of the option was valued using a Binomial Lattice-Based model resulting in a fair value of $1.84 per share option for a total fair value of $551,638. The option was valued using the Binomial Lattice-Based valuation methodology because that model embodies all of the relevant assumptions that address the features underlying the instrument. Significant assumptions were as follows:

Market value of underlying common stock	$2.13
Term	1 yr – 8 yrs
Strike Price	$1.00 – $4.37
Volatility	27.03% – 45.64%
Risk Free Interest	0.13% – 2.45%

TABLE OF CONTENTS

Shares

Common Stock

PROSPECTUS

Feltl and Company

, 2014

Through and including , 2014 (the 25th day after the date of this prospectus), all dealers effecting transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters with respect to their unsold allotments or subscriptions.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. ***Other Expenses of Issuance and Distribution***

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, payable by us in connection with the sale and distribution of common stock being registered. All amounts are estimates except the Securities and Exchange Commission, or SEC, registration fee, the Financial Industry Regulatory Authority, Inc., or FINRA, filing fee and The NASDAQ Global Market listing fee.

SEC registration fee	*
FINRA filing fee	*
The NASDAQ Global Market listing fee	*
Blue Sky fees and expenses	*
Printing and engraving costs	*
Legal fees and expenses	*
Accounting fees and expenses	*
Transfer Agent and Registrar fees	*
Insurance Premiums	*
Miscellaneous expenses	*
Total	*

* to be filed by amendment.

Item 14. ***Indemnification of Directors and Officers***

Section 145 ("Section 145") of the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (the "General Corporation Law") provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation) by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was illegal.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against such person and incurred by such person in any such capacity, arising out of such person's status as such, whether or not the corporation would otherwise have the power to indemnify such person against such liability under Section 145.

Registrant's Amended and Restated Certificate of Incorporation and Bylaws provide that Registrant will indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, his testator or intestate is or was a director, officer or employee of Registrant or any predecessor of Registrant, or serves or served at any other corporation, partnership, joint venture, trust or other enterprise as a director, officer, employee or agent at the request of Registrant or any predecessor of Registrant.

Registrant's Bylaws provide for mandatory indemnification to the fullest extent permitted by General Corporation Law against all expense, liability and loss including attorney's fees, judgments, fines, ERISA

excise taxes or penalties and amounts paid in settlements, provided that Registrant shall not be required to indemnify unless the proceeding in which indemnification is sought was authorized in advance by our board of directors.

Registrant's directors and executive officers are covered by insurance maintained by Registrant against specified liabilities for actions taken in their capacities as such, including liabilities under the Securities Act of 1933, as amended. In addition, the Registrant has entered into contracts with its directors and executive officers providing indemnification of such directors and executive officers by the Registrant to the fullest extent permitted by law, subject to certain limited exceptions.

The Underwriting Agreement (Exhibit 1.1 hereto) provides for indemnification by the Underwriters of Registrant and its executive officers and directors, and by Registrant of the underwriters, for certain liabilities arising under the Securities Act or otherwise in connection with this offering.

Item 15. ***Recent Sales of Unregistered Securities***

The following is a summary of Registrant's transactions within the last three years, involving sales of Registrant's securities that were not registered under the Securities Act:

(a) On January 1, 2014, the Registrant issued 225,000 restricted shares of its common stock to John B. Richards pursuant to a restricted stock purchase agreement. The board of directors of the company determined that the fair market value of its common stock as of that date was $2.13 per share. The foregoing purchase and sale was exempt from registration under the Securities Act pursuant to Section 4(a)(2) thereof on the basis that the transaction did not involve a public offering.

(b) On January 1, 2014, the Registrant granted 93,750 options to purchase common stock to David Orwasher at an exercise price of $2.13 per share. The foregoing option grant was exempt from registration under the Securities Act pursuant to Section 4(2) thereof on the basis that the transaction did not involve a public offering.

(c) On January 1, 2014, the Registrant issued 93,750 restricted shares of its common stock to David Orwasher pursuant to a restricted stock purchase agreement. The board of directors of the company determined that the fair market value of its common stock as of that date was $2.13 per share. The foregoing purchase and sale was exempt from registration under the Securities Act pursuant to Section 4(a)(2) thereof on the basis that the transaction did not involve a public offering.

(d) On January 1, 2014, the Registrant granted options to purchase an aggregate of 16,000 shares of its common stock at an exercise price of $2.13 per share to 13 individuals who were either employees of or service providers to the Registrant. The foregoing option grants were exempt from registration under the Securities Act pursuant to Section 4(a)(2) thereof on the basis that the transaction did not involve a public offering.

(e) On May 15, 2014, the Registrant granted 40,000 options to purchase common stock to Catherine B. Hall at an exercise price of $3.60 per share. The foregoing option grant was exempt from registration under the Securities Act pursuant to Section 4(a)(2) thereof on the basis that the transaction did not involve a public offering.

Except as indicated above, none of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering, and Registrant believes that each transaction was exempt from the registration requirements of the Securities Act by virtue of Section 4(a)(2) thereof, Regulation D promulgated thereunder or Rule 701 pursuant to compensatory benefit plans and contracts relating to compensation as provided under such Rule 701. The recipients in such transactions represented their intention to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were affixed to the share certificates and instruments issued in such transactions. All recipients either received adequate information about Registrant or had access, through their relationships with Registrant, to such information.

Item 16. ***Exhibits and Financial Statement Schedules***

(a) Exhibits

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
3.1	Certificate of Incorporation of Registrant.
3.2*	Form of Amended and Restated Certificate of Incorporation of Registrant, to be effective upon completion of this offering
3.3	Bylaws of Registrant.
3.4*	Form of Amended and Restated Bylaws of Registrant, to be effective upon completion of this offering.
4.1*	Form of Registrant's Common Stock Certificate.
4.2*	Form of Representative's Warrant.
5.1*	Form of Opinion of Johnson and Colmar
10.1#	Form of Indemnification Agreement between Registrant and each of its directors and officers.
10.2#	2012 Stock Plan
10.3#	2014 Incentive Stock Plan.
10.4#	Form of Option Agreement under 2014 Stock Plan
10.5	Lease Agreement dated between Registrant and DTR 14, LLC, for Registrant's office located at 16767 North Perimeter Drive, Suite 240, Scottsdale, Arizona 85260.
10.6#	Employment Agreement between Registrant and David Orwasher dated January 1, 2014
10.7#	Employment Term Sheet between Registrant and John B. Richards, Chief Executive Officer of Registrant
10.8#	Employment Term Sheet between Registrant and Catherine Hall, Chief Marketing Officer of Registrant.
10.9#	Stock Option Agreement between Registrant and David Orwasher dated January 1, 2014
10.10#	Stock Option Agreement between Registrant and Catherine Hall dated May 15, 2014
10.11#	Restricted Stock Award Agreement between Registrant and John B. Richards dated January 1, 2014
10.12#	Restricted Stock Award Agreement between Registrant and David Orwasher dated January 1, 2014
10.13*	Registrant's Franchise Disclosure Document
10.14*	Form of Registrant's Regional Developer License Agreement
10.15*	Form of Registrant's Franchise Agreement
23.1*	Consent of EKS&H
23.2*	Consent of Johnson and Colmar (contained in Exhibit 5.1).
24.1	Power of Attorney (See page II-5).

* To be filed by amendment.

\# Management contract or compensatory plan or arrangement.

(b) Financial Statement Schedules

Schedules have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

Item 17. ***Undertakings***

The undersigned Registrant hereby undertakes to provide to the Underwriters at the closing specified in the Underwriting Agreement, certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of Registrant pursuant to the provisions referenced in Item 14 of this registration statement or otherwise, Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by Registrant of expenses incurred or paid by a director, officer, or controlling person of Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act, Registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Scottsdale, State of Arizona, on the day of July, 2014.

THE JOINT CORP.

By:/s/ John B. Richards
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints, jointly and severally, and , and each of them acting individually, as his attorney-in-fact, each with full power of substitution, for him in any and all capacities, to sign any and all amendments (including, without limitation, post-effective Amendments and any amendments or abbreviated registration statements increasing the amount of securities for which registration is being sought) to this registration statement, with all exhibits and any and all documents required to be filed with respect thereto, with the Securities and Exchange Commission or any regulatory authority, granting unto such attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in order to effectuate the same as fully to all intents and purposes as he or she might or could do if personally present, hereby ratifying and confirming all that such attorneys-in-fact and agents, or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof. This Power of Attorney may be signed in several counterparts.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
John B. Richards	Chief Executive Officer and Director (principal executive officer) and Director	, 2014
David Orwasher	Chief Operating Officer (principal financial and accounting officer)	, 2014
John Leonesio	Director	, 2014
Craig P. Colmar	Director	, 2014
Steven P. Colmar	Director	, 2014
Richard Rees	Director	, 2014

EXHIBIT INDEX

Exhibit Number	Description
1.1*	Form of Underwriting Agreement.
3.1	Certificate of Incorporation of Registrant.
3.2*	Form of Amended and Restated Certificate of Incorporation of Registrant, to be effective upon completion of this offering
3.3	Bylaws of Registrant.
3.4*	Form of Amended and Restated Bylaws of Registrant, to be effective upon completion of this offering.
4.1*	Form of Registrant's Common Stock Certificate.
4.2*	Form of Representative's Warrant.
5.1*	Form of Opinion of Johnson and Colmar
10.1#	Form of Indemnification Agreement between Registrant and each of its directors and officers.
10.2#	2012 Stock Plan
10.3#	2014 Incentive Stock Plan.
10.4#	Form of Option Agreement under 2014 Stock Plan
10.5	Lease Agreement dated between Registrant and DTR 14, LLC, for Registrant's office located at 16767 North Perimeter Drive, Suite 240, Scottsdale, Arizona 85260.
10.6#	Employment Agreement between Registrant and David Orwasher dated January 1, 2014
10.7#	Employment Term Sheet between Registrant and John B. Richards, Chief Executive Officer of Registrant
10.8#	Employment Term Sheet between Registrant and Catherine Hall, Chief Marketing Officer of Registrant.
10.9#	Stock Option Agreement between Registrant and David Orwasher dated January 1, 2014
10.10#	Stock Option Agreement between Registrant and Catherine Hall dated May 15, 2014
10.11#	Restricted Stock Award Agreement between Registrant and John B. Richards dated January 1, 2014
10.12#	Restricted Stock Award Agreement between Registrant and David Orwasher dated January 1, 2014
10.13*	Registrant's Franchise Disclosure Document
10.14*	Form of Registrant's Regional Developer License Agreement
10.15*	Form of Registrant's Franchise Agreement
23.1*	Consent of EKS&H
23.2*	Consent of Johnson and Colmar (contained in Exhibit 5.1).
24.1	Power of Attorney (See page II-5).

* To be filed by amendment.

\# Management contract or compensatory plan or arrangement.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "THE JOINT CORP.", FILED IN THIS OFFICE ON THE TENTH DAY OF MARCH, A.D. 2010, AT 12:21 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4798070 8100

100265045
you may verify this certificate online
at corp.delaware.gov/authver.shtml

/s/ *Jeffrey W. Bullock*

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7862027

DATE: 03-10-10

CERTIFICATE OF INCORPORATION OF THE JOINT CORP.

The Joint Corp., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

ARTICLE I

The name of the corporation is The Joint Corp. (the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the state of Delaware is 1209 Orange Street, in the City of Wilmington, State of Delaware, Country of New Castle. The name of its registered agent at such address is Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The Corporation is authorized to issue two classes of shares of stock to be designated, respectively, Common Stock, $0,001 par value, and Preferred Stock, $0,001 par value. The total number of shares that the Corporation is authorized to issue is 200,000 shares. The number of shares of Common Stock authorized is 150,000. The number of shares of Preferred Stock authorized is 50,000.

The Preferred Stock may be issued from time to time in one or more series pursuant to a resolution or resolutions providing for such issue duly adopted by the Board of Directors (authority to do so being hereby expressly vested in the board). The Board of Directors is further authorized to determine or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock and to fix the number of shares of any series of Preferred Stock and the designation of any such series of Preferred Stock. The Board of Directors, within the limits and restrictions stated in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, may increase or decrease (but not below the number of shares in any such series then outstanding) the number of shares of any series subsequent to the issue of shares of that series. The authority of the Board of Directors with respect to each such class or series shall include, without limitation of the foregoing, the right to determine and fix:

(a) the distinctive designation of such class or series and the number of shares to constitute such class or series;

(b) the rate at which dividends on the shares of such class or series shall be declared and paid, or set aside for payment, whether dividends at the rate so determined shall be cumulative or accruing, and whether the shares of such class or series shall be entitled to any participating or other dividends in addition to dividends at the rate so determined, and if so, on what terms;

(c) the right or obligation, If any, of the Corporation to redeem shares of the particular class or series of Preferred Stock and, if redeemable, the price, terms and manner of such redemption;

(d) the special and relative rights and preferences, if any, and the amount or amounts per share, which the shares of such class or series of Preferred Stock shall be entitled to receive upon any voluntary or Involuntary liquidation, dissolution or winding up of the Corporation;

State of Delaware
Secretary of State
Division or Corporations
Delivered 12:21 PM 03/10/2010
FIELD 12:21 PM 03/10/2010
SRV 100265045 – 4798070 FILE

(e) the terms and conditions, if any, upon which shares of such class or series shall be convertible into, or exchangeable for, shares of capital stock of any other class or series, including the price or prices or the rate or rates of conversion or exchange and the terms of adjustment, if any;

(f) the obligation, If any, of the Corporation to retire, redeem or purchase shares of such class or series pursuant to a sinking fund or fund of a similar nature or otherwise, and the terms and conditions of such obligation;

(g) voting rights, if any, on the issuance of additional shares of such class or series or any shares of any other class or series of Preferred Stock;

(h) limitations, if any, on the issuance of additional shares of such class or series or any shares of any other class or sales of Preferred Stock; and

(l) such other preferences, powers, qualifications, special or relative rights and privileges thereof as the Board of Directors of the Corporation, acting in accordance with this Certificate of Incorporation, may deem advisable and are not inconsistent with law and the provisions of this Certificate of Incorporation.

ARTICLE V

The Corporation reserves the right to amend, alter, change, or repeal my provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon the stockholders herein are granted subject to this right.

ARTICLE VI

The Corporation is to have perpetual existence.

ARTICLE VII

1. Limitation of Liability. To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or as may hereafter he amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director

2. Indemnification. The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that such person or his or her testator or intestate is or was a director, officer or employee of the Corporation, or any predecessor of the Corporation, or serves or served at any other enterprise as a director, officer or employee at the request of the Corporation or any predecessor to the Corporation.

3. Amendments. Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article VII, shall eliminate or reduce the effect of this Article VII, in respect of any matter occurring, or any action or proceeding accruing or arising or that but for this Article VII, would accrue or arise, prior to such amendment, repeal, or adoption of an inconsistent provision.

ARTICLE VIII

1. Number of Directors. The number of directors which constitutes the whole Board of Directors of the Corporation shall be designated in the Bylaws of the Corporation. Vacancies occurring on the Board of Directors for any reason and newly created directorships resulting from an increase in the authorized number of directors may be filled only by vote of a majority of the remaining members of the Board of Directors, although less than a quorum, at any meeting of the Board of Directors. A person so elected by

2. Election of Directors. Elections of directors need not be by written ballot unless die Bylaws of the Corporation shall so provide.

ARTICLE IX

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, alter, amend or repeal the Bylaws of the Corporation.

ARTICLE X

The affirmative vote of sixty-six and two-thirds percent ($66\ ^{2/3}\%$) of the then outstanding voting securities of the Corporation, voting together as a single class, shall be required for the amendment, repeal or modification of the provisions of Article VII, Article VIII or this Article X of this Certificate of Incorporation.

ARTICLE XI

Meetings of stockholders may be held within or outside the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ARTICLE XII

The name and mailing address of the Incorporator are as follows:

Craig P. Colmar
Johnson and Colmar
2201 Waukegan Road, Suite 260
Bannockburn, Illinois 60015

In witness whereof, the Corporation has caused this Certificate to be signed by Craig P. Colmar, Its incorporator, this 10 day of March, 2010.

/s/ Craig P. Colmar
Craig P. Colmar, Sole Incorporator

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DESIGNATION OF "THE JOINT CORP.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF MARCH, A. D. 2010, AT 6:10 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4798070 8100

100324464
you may verify this certificate online at corp.delaware.gov/authver.shtml

/s/ *Jeffrey W. Bullock*

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7896603

DATE: 03-26-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:10 PM 03/26/2010
FILED 06:10 PM 03/26/2010
SRV 100324464 - 4798070 FILE

CERTIFICATE OF DESIGNATIONS,
PREFERENCES AND RIGHTS

of

SERIES A PREFERRED STOCK

of

THE JOINT CORP.

(Pursuant to Section 151 of the
General Corporation Law of the State of Delaware)

The Joint Corp., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), hereby certifies that the following resolutions were adopted by the Board of Directors of the Corporation on March 26, 2010 pursuant to authority of the Board of Directors as required by Section 151(g) of the General Corporation Law of the State of Delaware:

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of this Corporation (the "Board of Directors" or the "Board") in accordance with the provisions of its Certificate of Incorporation, the Board of Directors hereby authorizes a series of the Corporation's previously authorized Preferred Stock, par value $.001 per share (the "Preferred Stock"), and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges, powers and restrictions thereof as follows:

Series A Preferred Stock:

I. Designation and Amount

The designation of this series, which consists of 50,000 shares of Preferred Stock, is Series A Preferred Stock (the "Series A Preferred Stock") and the stated value shall be Forty Dollars ($40.00) per share (subject to adjustment for stock splits, stock dividends, combinations, reclassifications or other similar events) (the "Stated Value").

II. Rank

The Series A Preferred Stock shall rank (i) senior to the Corporation's common stock, par value $.001 per share (the "Common Stock"); (ii) senior to any class or series of capital stock of the Corporation hereafter created (with the consent of the holders of Series A Preferred Stock obtained in accordance with Article VIII hereof) specifically ranking, by its terms, junior to the Series A Preferred Stock (collectively, with the Common Stock, "Junior Securities"); (iii) pari passu with any class or series of capital stock of the Corporation hereafter created (with the consent of the holders of Series A Preferred Stock obtained in accordance with Article VIII hereof) specifically ranking, by its terms, on parity with the Series A Preferred Stock (all of the foregoing in this clause (iii) being referred to as "Pari Passu Securities"); and (iv) junior to any class or series of capital stock of the Corporation hereafter created (with the consent of the holders of Series A Preferred Stock obtained in accordance with Article Vlll hereof) specifically ranking, by its terms, senior to the Series A Preferred Stock ("Senior Securities"), in each case as to distribution of assets upon a Liquidation Event (as defined below).

III. Liquidation Preference

A . Liquidation. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of any other shares of capital stock of the Corporation (other than Senior Securities), an amount per share equal to the Liquidation Preference If upon any such liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Article III.A, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

B. Definitions. For purposes hereof:

(a) The term "Liquidation Event" shall mean any of the following: (i) the liquidation, dissolution or winding up of the Corporation, either voluntarily or involuntarily; (ii) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation; (iii) the effectuation by the Corporation or its stockholders of a transaction or series of related transactions in which the beneficial owners of voting capital stock of the Corporation immediately prior to such transaction or transactions hold less than 50% of the Corporation's issued and outstanding voting capital stock in the Corporation after giving effect to such transaction or transactions, (iv) the consolidation, merger or other business combination of the Corporation with or into any other Person (as defined below) or Persons when the Corporation is not the survivor or (v) a Qualified Public Offering; *provided*, *however*, that a Qualified Public Offering shall not be a Deemed Liquidation Event unless holder of at least 75% of the issued and outstanding Series A Preferred Stock elect by written notice to the Corporation that the Qualified Public Offering be treated as a Deemed Liquidation Event at least 5 days prior to the Qualified Public Offering.

(b) The term a "Deemed Liquidation Event" shall mean any of the Liquidation Events set forth in Article II.B(a)(ii) - (v).

(c) The term "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

(d) The term "Liquidation Preference" with respect to a share of the Series A Preferred Stock shall mean an amount equal to the Stated Value thereof, plus any dividends declared but unpaid thereon.

C. Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event unless the agreement or plan of merger or consolidation for such transaction provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Article II.

(b) In the event of a Deemed Liquidation Event in respect of which the Corporation does not effect a liquidation, dissolution or winding up of the Corporation under the General Corporation Law within ninety (90) days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Series A Preferred Stock, no later than the ninetieth (90th) day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of such shares of Series A Preferred Stock and (iii) if the holders of at least seventy-five (75%) of the then outstanding shares of Series A Preferred Stock, so request in a written instrument delivered to the Corporation not later than one hundred (100) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (if applicable), together with any other assets of the Corporation available for distribution to its stockholders (the "Available Proceeds"), to the extent legally available therefor, on the 100th day after such Deemed Liquidation Event, to redeem all outstanding shares of Series A Preferred Stock at a price per share equal to the Liquidation Preference. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Series a Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Series A Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the legally available funds were sufficient to redeem all such shares, and shall redeem the remaining shares to have been redeemed as soon as practicable after the Corporation has funds legally available therefor. Prior to the distribution or redemption provided for in the Article II.C(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event (if applicable), except to discharge expenses reasonably incurred in connection with such Deemed Liquidation Event.

(c) In addition to any other rights granted to the holders of Series A Preferred Stock, in the event that the Available Funds arc not sufficient to redeem all outstanding shares of Series A Preferred Stock in accordance with Article III.C(b), then until the Liquidation Preference is paid in full with respect to all shares of outstanding Series A Preferred Stock, the Corporation shall not, without first obtaining the approval (by vote or written consent, as provided by the DGCL) of the holders of at least 75% of the then outstanding shares of Series A Preferred Stock: (i) pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation; (ii) create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security; (iii) sell, transfer or otherwise dispose of any material asset of die Corporation or any subsidiary; (iv) make any capital expenditure in excess of one hundred thousand dollars ($100,000) in any fiscal year; (v) enter into any agreement with any key employee, officer or director of the Corporation that provides for (A) compensation in excess of one hundred thousand dollars ($100,000) in any calendar year or (B) the issuance of any equity securities of the Corporation; (vi) enter into any agreement with a third party that provides for the payment by the Corporation of more titan fifty thousand dollars ($50,000) in the aggregate; (vii) enter into any material agreements with affiliates, employees or directors; or (viii) the incur indebtedness in excess of $50,000.

D. Notice. The Corporation shall provide twenty days' notice (or such lesser time as is practicable under the circumstances if the Corporation cannot provide twenty days' notice, but in no event less than ten days notice) of the prospective occurrence of a Liquidation Event so that the holders of shares of Series A Preferred Stock may exercise the conversion rights as provided herein. The occurrence of a Liquidation Event shall not preclude the holders of Series A Preferred Stock from exercising their conversion rights as provided herein.

IV. Conversion at the Option of the Holder

A. Each holder of shares of Series A Preferred Stock may, at its option at any time and from time to time after the date of issuance of such Series A Preferred Stock, upon surrender of the certificates therefor, convert any or all of its shares of Series A Preferred Stock into Common Stock as follows (an "Optional Conversion"). Each share of Series A Preferred Stock shall be convertible into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing (a) the Stated Value thereof, by (b) the then effective Conversion Price (as defined below).

B. The "Conversion Price" shall be Forty Dollars ($40.00), subject to adjustments from time to time pursuant to the provisions of Article IV.C below.

C. The Conversion Price shall be subject to adjustment from time to time as follows:

(a) Adjustment to Conversion Price Due to Stock Split, Stock Dividend. Etc. If at any time when the Series A Preferred Stock is issued and outstanding, the number of outstanding shares of Common Stock is increased or decreased by a stock split, stock dividend, combination, reclassification or other similar event, the Conversion Price shall be proportionately adjusted.

(b) Adjustment Due to Reorganization. Subject to the provisions of Article III, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered elsewhere by this Article IV), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock issuable upon conversion of one (1) share of Series A Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors) shall be made in the application of the provisions in this Article IV with respect to the rights and interests thereafter of the holders of Series A Preferred Stock, to the end that the provisions set forth in this Article IV (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

(c) Other Securities Offerings. In the event that (1) at any time following the original date of issuance of the Series A Preferred Stock, the Corporation sells or issues any Common Stock or securities or options convertible into, exercisable for, or exchangeable for, Common Stock, other than shares or options issued pursuant to any employee stock option plan adopted by the Corporation or pursuant to a Qualified Initial Public Offering (as defined below), and (2) the effective sales price of the Common Stock with respect to such transaction (including the effective or maximum conversion, exercise or exchange price) ("Other Price") is less than the Stated Value of the Series A Preferred Stock, the Corporation shall issue and allot to the holders of Series A Preferred Stock, at no additional cost, such number of additional shares of Series A Preferred Stock as is necessary so that the average weighted cost per share of Common Stock issuable upon conversion of the Series A Preferred Stock shall equal the Other Price. For purposes of determining the average weighted cost per share, the calculation shall include any additional shares of Common Stock that may be issued upon conversion of the Series A Preferred Stock due to any adjustment in the Conversion Price thereof pursuant to Article IV.C(c)(I) or IV.C(c(2) above.

For purposes hereof, a "Qualified Public Offering" shell mean the initial public offering of the Company's capital stock resulting in listing of such capital stock on any of the New York Stock Exchange, the American Stock Exchange, NASDAQ or any other recognized national or international stock exchange.

D. In order to convert Series A Preferred Stock into full shares of Common Stock, a holder of Series A Preferred Stock shall: (i) submit a written notice of conversion to the Corporation; and (it) surrender the original certificates representing the Series A Preferred Stock being converted (the "Preferred Stock Certificates"), duly endorsed, to the office of the Corporation.

(a) Lost or Stolen Certificates. Upon receipt by the Corporation of evidence of the loss, theft, destruction or mutilation of any Preferred Stock Certificates representing shares of Series A Preferred Stock, and (in the case of loss, theft or destruction) of indemnity reasonably satisfactory to the Corporation, and upon surrender and cancellation of the Preferred Stock Certificates), if mutilated, the Corporation shall execute and deliver new Preferred Stock Certificate(s) of like tenor and date.

(b) Delivery of Common Stock Upon Conversion. Upon the surrender of certificates as described above together with a Notice of Conversion, the Corporation shall issue and, within two (2) business days after such surrender (or, in the ease of lost, stolen or destroyed certificates, after provision of agreement and indemnification pursuant to subparagraph (a) above), deliver to or upon the order of the holder (i) that number of shares of Common Stock for the portion of the shares of Series A Preferred Stock converted as shall be determined in accordance herewith and (ii) a certificate representing the balance of the shares of Series A Preferred Stock not converted, if any,

(c) Conversion Date. The "Conversion Date" shall be the date specified in the Notice of Conversion. The person or persons entitled to receive the shares of Common Stock issuable upon conversion shall be treated for all purposes as the record holder or holders of such securities as of the Conversion Date and all rights with respect to the shares of Series A Preferred Stock surrendered shall forthwith terminate except the right to receive the shares of Common Stock or other securities or property issuable on such conversion and except that the holders preferential rights as a holder of Series A Preferred Stock shall survive to the extent the corporation fails to deliver such securities.

E. A number of shares of the authorized but unissued Common Stock sufficient to provide for the conversion of the Series A Preferred Stock outstanding at the then current Conversion Price shall at all times be reserved by the Corporation, free from preemptive rights, for such conversion or exercise.

V. Voting Rights

A. The holders of the Series A Preferred Stock shall have the right to vote on all matters to which the holders of Common Stock are entitled to vote as provided by the General Corporation Law of the State of Delaware ("DGCL"). Each share of Series A Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which it is then convertible using the record date for the taking of such vote of stockholders as the date as of which the Conversion Price is calculated. Holders of the Series A Preferred Stock shall be entitled to notice of all stockholder meetings or written consents (and copies of proxy materials and other information sent to stockholders), which notice must be provided pursuant to the Corporation's bylaws and the DGCL in order for the proposed stockholder action to be valid.

B. To the extent that under the DGCL the vote of the holders of the Series A Preferred Stock, voting separately as a class or series as applicable, is required to authorize a given action of the Corporation, the affirmative vote or consent of the holders of a majority of the shares of the Series A Preferred Stock represented at a duly held meeting at which a quorum is present or by written consent of a majority of the shares of Series A Preferred Stock (except as otherwise may be required under the DGCL) shall constitute the approval of such action by the class.

VI. Dividends

In the event the Coloration declares, pays or sets aside any dividends with respect to the shares of any other class or series of capital stock of the Corporation, whether payable in cash or other property, the holders of Series A Preferred Stock shall be entitled to receive (a) in the case of a dividend on any class or series that is convertible into Common Stock, an allocable share of such dividend as if all shares of Series A Preferred Stock had been converted into Common Stock of the Corporation on the record date for the declaration of such dividend or (b) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series A Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Stated Value (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Series A Preferred Stock pursuant to this Article VI shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series A Preferred Stock dividend.

VII. Preemptive Rights

In the event the Corporation issues additional equity securities of any class or series, each holder of Series A Preferred Stock shall have the right to maintain; his or her proportionate beneficial ownership interest by purchasing, on the same terms and conditions on which the additional equity securities are to be issued, a percentage of the newly issued securities equal to the percentage determined by dividing the number of shares Common Stock held by such holder of Series A Preferred Stock, determined as if all shares of Series A Preferred Stock had been converted into Common Stock, by the total number of shares of Common Stock outstanding prior to the issuance of the additional equity securities, determined as if all .shares of Series A Preferred Stock had been converted into Common Stock ("Pro-Rata Shared"). In addition, should any bolder of Series A Preferred Stock choose not to purchase all of its Pro-Rata Shares, the remaining holders of Series A Preferred Stock shall have the right to purchase the remaining Pro-Rata Shares. The Corporation shall provide the holders of Series A Preferred Stock reasonable prior notice and reasonable time and opportunity to exercise their preemptive rights set forth in this Article VII.

VIII. Protective Provisions

So long as shares of Series A Preferred Stock are outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent, as provided by the DGCL) of the holders of at least 75% of the then outstanding shares of Series A Preferred Stock;

(a) alter or change the rights, preferences or privileges of the Series A Preferred Stock or any Senior Securities so as to affect adversely the Series A Preferred Stock;

(b) create any new class or series of capital stock;

(c) increase the authorized number of shares of Series A preferred Stock or issue any additional shares of Series A Preferred Stock;

(d) issue any additional shares of stock of any class at a price, or any securities or options convertible into, exercisable for, or exchangeable for, any shares of capital stock of the Corporation, the effective sales price of which is less than the Stated Value of the Series A Preferred Stock;

(e) redeem or purchase any issued and outstanding shares of capital stock of the Corporation except in exercise of the Corporation's repurchase options as set forth in certain Founders' Restricted Stock Purchase Agreements by and between the Corporation and certain holders of Common Stock and that were in effect prior to the date hereof; or

(f) reclassify, alter or amend any existing security of the Corporation.

IN WITNESS WHEREOF, this Certificate of Designation is executed on behalf of the Corporation this 26 day of March, 2010.

THE JOINT CORP.

By: /s/ Craig P. Colmar
Craig P. Colmar
Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:30 AM 01/09/2013
FILED 10:30 AM 01/09/2013
SRV 130029970 - 4798070 FILE

Certificate of Amendment
of
Certificate of Incorporation

The Joint Corp., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That, at a meeting of the Board of Directors of said corporation, resolutions were adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

> **RESOLVED** that the Certificate of Incorporation of the Company be amended by changing the Article thereof numbered "IV" so that, as amended, the first paragraph of said Article shall be and read as follows:
>
> > The Corporation is authorized to issue two classes of shares of stock to be designated respectively, Common Stock, $0,001 par value, and Preferred Stock, $0,001 par value. The total number of shares that the Corporation is authorized to issue is 4,050,000 shares. The number of shares of Common Stock authorized is 4,000, 000. The number of shares of Preferred Stock authorized is 50,000.
>
> The remaining paragraphs of Article IV shall remain in effect as originally stated in the Certificate of Incorporation.

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given their written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware, and said written consent was filed with said corporation.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 8th day of January, 2013.

By: /s/ Craig P. Colmar
Craig P. Colmar, Secretary

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "THE JOINT CORP.", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 2013, AT 11:57 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4798070 8100

131472475
you may verify this certificate online at corp.delaware.gov/authver.shtml

/s/ *Jeffrey W. Bullock*
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1013756

DATE: 12-26-13

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:03 PM 12/24/2013
FILED 11:57 AM 12/24/2013
SRV 131472475 - 4798070 FILE

State of Delaware
Certificate of Amendment
of
Certificate of Incorporation

The Joint Corp., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That in lieu of a meeting of the Board of Directors of said corporation and in accordance with the provisions of Section 141(f) of the General Corporation Law of the State of Delaware, the directors have given their written consent to a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof, and said written consent was filed with said corporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED that the Certificate of Incorporation of the Company be amended by changing the Article thereof numbered "IV" so that, as amended, the first paragraph of said Article shall be and read as follows:

The Corporation is authorized to issue two classes of shares of stock to be designated respectively, Common Stock, $0.001 par value, and Preferred Stock, $0.001 par value. The total number of shares that the Corporation is authorized to issue is 4,300,000 shares. The number of shares of Common Stock authorized is 4,250,000. The number of shares of Preferred Stock authorized is 50,000.

The remaining paragraphs of Article IV shall remain in effect as originally stated in the Certificate of Incorporation.

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given their written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware, and said written consent was filed with said corporation.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 23rd day of December, 2013.

The Joint Corp.

By: /s/ Craig P. Colmar
Craig P. Colmar, Secretary

Exhibit 3.3

BYLAWS

OF

The Joint Corp.

ARTICLE I
OFFICES

Section 1.1. Registered Office and Agent. The initial registered office of the Corporation shall be 874 Walker Road, Suite C, City of Dover, County of Kent, Delaware 19904, and the name of the initial registered agent of the Corporation at such address shall be United Corporate Services, Inc.

Section 1.2. Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 2.1. Annual Meetings. Annual meetings of stockholders shall be held at such date, time and place, either within or without the State of Delaware, as may be designated from time to time by the Board of Directors and stated in the notice of the meeting, for the purpose of electing a Board of Directors, and transacting such other business as properly may be brought before the meeting.

To be properly brought before the annual meeting, business must be either (i) specified in the notice of annual meeting (or any supplement or amendment thereto) given by or at the direction of the Board of Directors, (ii) otherwise brought before the annual meeting by or at the direction of the Board of Directors, or (iii) otherwise properly brought before the annual meeting by a stockholder. In addition to any other applicable requirements, for business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the meeting; provided, however, that in the event that less than seventy (70) days notice or prior public disclosure of the date of the annual meeting is given or made to stockholders, notice by a stockholder, to be timely, must be received no later than the close of business on the tenth (10^{th}) day following the day on which such notice of the date of the annual meeting was mailed or such public disclosure was made, whichever first occurs. A stockholder's notice to the Secretary shall set forth (a) as to each matter the stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, and (ii) any material interest of the stockholder in such business, and (b) as to the stockholder giving the notice (i) the name and record address of the stockholder and (ii) the class, series and number of shares of capital stock of the Corporation which are beneficially owned by the stockholder. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at the annual meeting except in accordance with the procedures set forth in this Article II, Section 2. The officer of the Corporation presiding at an annual meeting shall, if the facts warrant, determine and declare to the annual meeting that business was not properly brought before the annual meeting in accordance with the provisions of this Article II, Section 2, and if such officer should so determine, such officer shall so declare to the annual meeting and any such business not properly brought before the meeting shall not be transacted.

Section 2.2. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise provided by statute or by the Certificate of Incorporation, may only be called by a majority of the Board of Directors or by the Chairman, the Chief Executive Officer or the President and shall be called by the Secretary at the request in writing of stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.3. Notice of Meetings. Whenever stockholders are required or permitted to take action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 2.4. Quorum; Vote Required for Action. Except as otherwise provided by law or by the Certificate of Incorporation or these Bylaws, the presence in person or by proxy of the holders of a majority of the outstanding shares of stock of the Corporation entitled to vote thereat shall constitute a quorum at each meeting of the stockholders and all questions shall be decided by a vote of the holders of a majority of the shares so represented in person or by proxy at the meeting and entitled to vote thereat. The stockholders present at any duly organized meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 2.5. Adjournments. Notwithstanding any other provisions of these Bylaws, the holders of a majority of the shares of stock of the Corporation entitled to vote at any meeting, present in person or represented by proxy, whether or not a quorum is present, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called; provided, however, that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting.

Section 2.6. Voting Rights; Proxies. Unless otherwise provided by law or by the Certificate of Incorporation each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three (3) years from its date, unless the proxy provides for a longer period. Each proxy shall be revocable unless expressly provided therein to be irrevocable or unless otherwise made irrevocable by law. The notice of every meeting of the stockholders may be accompanied by a form of proxy approved by the Board of Directors in favor of such person or persons as the Board of Directors may select.

Section 2.7. Action of Stockholders Without Meeting. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 2.8. List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 2.9. Record Date. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend or other distribution or allotment of any rights or to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than sixty (60) nor less than ten (10) days before the date of any meeting of stockholders, nor more than sixty (60) days prior to the time for such other action as hereinbefore described; provided, however, that if no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts a resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall be more than ten (10) days after the date upon which the resolution fixing the record date is adopted. If no record date has been fixed by the Board of Directors and no prior action by the Board of Directors is required by the Delaware General Corporation Law, as amended ("DGCL"), the record date shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in the manner prescribed by Article II, Section 2.7 hereof. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the DGCL with respect to the proposed action by written consent of the stockholders, the record date for determining stockholders entitled to consent to corporate action in writing shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 2.10. Ratification. Any transaction questioned in any stockholders' derivative suit, or any other suit to enforce alleged rights of the Corporation or any of its stockholders, on the ground of lack of authority, defective or irregular execution, adverse interest of any director, officer or stockholder, nondisclosure, miscomputation or the application of improper principles or practices of accounting may be approved, ratified and confirmed before or after judgment by the Board of Directors or by the holders of common stock and, if so approved, ratified or confirmed, shall have the same force and effect as if the questioned transaction had been originally duly authorized, and said approval, ratification or confirmation shall be binding upon the Corporation and all of its stockholders and shall constitute a bar to any claim or execution of any judgment in respect of such questioned transaction.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1. Powers; Number; Qualifications. The business, affairs and property of the Corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders. The number of directors shall be as fixed in such manner as may be determined by the vote of a majority of the directors then in office, but shall not be less than one. Directors need not be stockholders of the Corporation. The initial board of directors of the company shall consist of three directors.

Section 3.2. Election; Term of Office; Resignation; Removal. The directors shall be elected at the annual meeting of the stockholders and each director shall hold office until the next annual meeting of stockholders or until such director's earlier resignation, removal from office, death or incapacity.

Section 3.3. Vacancies. Any vacancy in the Board of Directors, including vacancies resulting from any increase in the authorized number of directors may be filled by a vote of the remaining directors then in office or by a sole remaining director and the directors so chosen shall hold office until the next annual meeting of stockholders and until their successors are duly elected and qualified, or until their earlier death, resignation or removal.

Section 3.4. Nominations. Nominations of persons for election to the Board of Directors of the Corporation at a meeting of stockholders of the Corporation may be made at such meeting by or at the direction of the Board of Directors, by any committee or persons appointed by the Board of Directors or by any stockholder of the Corporation entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Article III, Section 3.4. Such nominations by any stockholder shall be made pursuant to timely notice in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be delivered to or mailed and received at the principal executive offices of the Corporation not less than sixty (60) days nor more than ninety (90) days prior to the meeting; provided however, that in the event that less than seventy (70) days notice or prior public disclosure of the date of the meeting is given or made to stockholders, notice by the stockholder, to be timely, must be received no later than the close of business on the tenth (10^{th}) day following the day on which such notice of the date of the meeting was mailed or such public disclosure was made, whichever first occurs. Such stockholder's notice to the Secretary shall set forth (i) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (a) the name, age, business address and residence address of the person, (b) the principal occupation or employment of the person, (c) the class and number of shares of capital stock of the Corporation which are beneficially owned by the person, and (d) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to the Rules and Regulations of the Securities and Exchange Commission under Section 14 of the Securities Exchange Act of 1934, as amended, and (ii) as to the stockholder giving the notice (a) the name and record address of the stockholder and (b) the class and number of shares of capital stock of the Corporation which are beneficially owned by the stockholder. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the procedures set forth herein. The officer of the Corporation presiding at an annual meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the foregoing procedure, and if he should so determine, he shall so declare to the meeting and the defective nomination shall be disregarded.

Section 3.5. Resignations. Any director may resign at any time by written notice to the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place or places within or without the State of Delaware, at such hour and on such day as may be fixed by resolution of the Board of Directors, without further notice of such meetings. The time and place of holding regular meetings of the Board of Directors may be changed by the Chairman, the Chief Executive Officer, the President or any Vice President by giving written notice thereof as provided in Article III, Section 3.8 hereof.

Section 3.7. Special Meetings. Special meetings of the Board of Directors may be held whenever called by (i) the Chairman, the Chief Executive Officer or the President (ii) the Chairman, the Chief Executive Officer, the President or the Secretary on the written request of a majority of the Board of Directors; or (iii) resolution adopted by the Board of Directors. Special meetings may be held within or without the State of Delaware as may be stated in the notice of the meeting.

Section 3.8. Notice of Meetings. Written notice of the time, place and general nature of the business to be transacted at all special meetings of the Board of Directors, and written notice of any change in the time or place of holding the regular meetings of the Board of Directors, must be given to each director at least forty-eight (48) hours prior to the day of the meeting; provided, however, that notice of any meeting need not be given to any director if waived by him in writing, or if he shall be present at such meeting, except when the director attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 3.9. Quorum; Vote Required for Action. Except as may be otherwise specifically provided by law, the Certificate of Incorporation or these Bylaws, at all meetings of the Board of Directors or any committee thereof, a majority of the directors then in office or of such committee, as the case may be, shall constitute a quorum for the transaction of business and, except as otherwise provided by law or these Bylaws, the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors or of any committee thereof, a majority of the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.10. Action by Unanimous Consent of Directors. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee of the Board of Directors may be taken without a meeting, if all members of the board or the committee of the board, as the case may be, consent thereto in writing, which may be in counterparts, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or the committee thereof. Such writing(s) shall be manually executed if practicable, but if circumstances so require, effect shall be given to written consent transmitted by telegraph, telex, telecopy or similar means of visual data transmission.

Section 3.11. Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of such board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Bylaw shall constitute presence in person at such meeting.

Section 3.12. Interested Directors. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if (i) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum, or (ii) the material facts as to his or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders, or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 3.13. Compensation. Directors shall be entitled to such compensation for their services as may be approved by the Board of Directors, including, if so approved by resolution of the Board of Directors, a fixed sum and expenses of attendance at each regular or special meeting or any committee thereof. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 3.14. Removal. Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares entitled to vote at an election of directors. The notice calling such meeting shall state the intention to act upon such matter, and the vacancy or vacancies, if any, caused by such removal shall be filled at such meeting by a vote of the holders of a majority of the shares entitled to vote at an election of directors.

Section 3.15. Committees. The Board of Directors may, by resolution adopted by a majority of the members of the Board of Directors, designate one or more committees, each committee to consist of two or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee. The alternate members of any committee may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in a resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have such power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the Bylaws of the Corporation; and, unless the resolution or the Certificate of Incorporation expressly so provide, no committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required. Members of special or standing committees shall be entitled to receive such compensation for serving on such committees as the Board of Directors shall determine.

ARTICLE IV
NOTICES

Section 4.1. Notices. Whenever, under the provisions of the Certificate of Incorporation or these Bylaws, notice is required to be given to any director or stockholder, such notice must be in writing and may be given in person, in writing or by mail, telegram, telecopy or other similar means of visual communication, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage or other transmittal charges thereon prepaid. Such notice shall be deemed to be given (i) if by mail, the day when the same shall be deposited in the United States mail, and (ii) otherwise, when such notice is transmitted.

Section 4.2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Certificate of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the Certificate of Incorporation.

ARTICLE V
OFFICERS

Section 5.1. Election; Qualifications; Term of Office. The officers of the Corporation shall be elected or appointed by the Board of Directors and may include, at the discretion of the Board of Directors, a Chairman of the Board, Vice Chairman of the Board, a President, a Chief Executive Officer, a Chief Operating Officer, a Chief Financial Officer, a Secretary, a Treasurer and such Executive, Senior or other Vice Presidents and other officers as may be determined by the Board of Directors. Any number of offices may be held by the same person and more than one person may hold the same office, unless otherwise prohibited by law, the Certificate of Incorporation or these Bylaws. The officers of the Corporation shall hold office until their successors are chosen and qualified, except that any officer may resign at any time by written notice to the Corporation and the Board of Directors may remove any officer at any time at its discretion with or without cause.

Section 5.2. Voting Securities Owned by the Corporation. Powers of attorney, proxies, waivers of notice of meeting, consents and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chief Executive Officer or any Vice President, and any such officer may, in the name and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities and at any such meeting shall possess and may exercise any and all rights and powers incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed if present. The Board of Directors may, by resolution, from time to time confer like powers upon any other person or persons.

Section 5.3. Chief Executive Officer. Subject to the provisions of these Bylaws and to the direction of the Board of Directors, the Chief Executive Officer shall have ultimate authority for decisions relating to the general management and control of the affairs and business of the Corporation and shall perform such other duties and exercise such other powers which are or from time to time may be delegated to him or her by the Board of Directors or these Bylaws, all in accordance with basic policies as established by and subject to the oversight of the Board of Directors.

Section 5.4. Chief Financial Officer. The Chief Financial Officer shall have general supervision, direction and control of the financial affairs of the Corporation and shall perform such other duties and exercise such other powers which are or from time to time may be delegated to him or her by the Board of Directors or these Bylaws, all in accordance with basic policies as established by and subject to the oversight of the Board of Directors. In the absence of a named Treasurer, the Chief Financial Officer shall also have the powers and duties of the Treasurer as hereinafter set forth and shall be authorized and empowered to sign as Treasurer in any case where such officer's signature is required.

Section 5.5. Vice Presidents. At the request of the Chief Executive Officer or in the absence of the Chief Executive Officer, or in the event of his or her inability or refusal to act, the Vice President or the Vice Presidents if there is more than one (in the order designated by the Board of Directors) shall perform the duties of the Chief Executive Officer, and when so acting, shall have all the powers of and be subject to all the restrictions upon such office, Each Vice President shall perform such other duties and have such other powers as the Board of Directors from time to time may prescribe. If there be no Vice President, the Board of Directors shall designate the officer of the Corporation who, in the absence of the Chief Executive Officer or in the event of the inability or refusal of such officer to act, shall perform the duties of such office, and when so acting, shall have all the powers of and be subject to all the restrictions upon such office.

Section 5.6. Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of stockholders and record all the proceedings thereat in a book or books to be kept for that purpose; the Secretary shall also perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or he Chief Executive Officer, under whose supervision the Secretary shall be. If the Secretary shall be unable or shall refuse to cause or be given notice of all meetings of the stockholders and special meetings of the Board of Directors, then any Assistant Secretary shall perform such actions. If there be no Assistant Secretary, then the Board of Directors or the Chief Executive Officer may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by his signature. The Secretary shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 5.7. Treasurer. The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chief Executive Officer and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 5.8. Assistant Secretaries. Except as may be otherwise provided in these Bylaws, Assistant Secretaries, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, or any Vice President, if there be one, or the Secretary, and in the absence of the Secretary or in the event of his disability or refusal to act, shall perform the duties of the Secretary, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Secretary.

Section 5.9. Assistant Treasurers. Assistant Treasurers, if there be any, shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors, the Chief Executive Officer, any Vice President, if there be one, or the Treasurer, and in the absence of the Treasurer or in the event of his disability or refusal to act, shall perform the duties of the Treasurer, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Treasurer. If required by the Board of Directors, an Assistant Treasurer shall give the Corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 5.10. Controller. The Controller shall establish and maintain the accounting records of the Corporation in accordance with generally accepted accounting principles applied on a consistent basis, maintain proper internal control of the assets of the Corporation and shall perform such other duties as the Board of Directors, the Chief Executive Officer or any Vice President of the Corporation may prescribe.

Section 5.11. Other Officers. Such other officers as the Board of Directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the Board of Directors. The Board of Directors may delegate to any other officer of the Corporation the power to choose such other officers and to prescribe their respective duties and powers.

Section 5.12. Resignations. Any officer may resign at any time by submitting his written resignation to the Corporation. Such resignation shall take effect at the time of its receipt by the Corporation, unless another time be fixed in the resignation, in which case it shall become effective at the time so fixed. The acceptance of a resignation shall not be required to make it effective.

Section 5.13. Removal. Subject to the provisions of any employment agreement approved by the Board of Directors, any officer of the Corporation may be removed at any time, with or without cause, by the Board of Directors.

ARTICLE VI
STOCK

Section 6.1. Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, (i) the Chairman, the Chief Executive Officer, the President, or a Vice President, and (ii) a Vice President, the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Corporation, certifying the number of shares owned by him in the Corporation. If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the Corporation shall issue to represent such class or series of stock, a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 6.2. Certificates Issued for Partly Paid Shares. Certificates may be issued for partly paid shares and in such case upon the face or back of the certificates issued to represent any such partly paid shares the total amount of the consideration to be paid therefor, and the amount paid thereon shall be specified.

Section 6.3. Signatures. Any of or all the signatures on the certificate may be facsimile including, but not limited to, signatures of officers of the Corporation and countersignatures of a transfer agent or registrar. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 6.4. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.5. Transfer of Stock. Stock of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of stock shall be made on the books of the Corporation only by a person named in the certificate or by his attorney lawfully constituted in writing and upon the surrender of the certificate therefor, which shall be canceled before a new certificate shall be issued. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, and subject to applicable federal and state securities laws and contractual obligations, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books, unless the Corporation has a duty to inquire as to adverse claims with respect to such transfer which has not been discharged. The Corporation shall have no duty to inquire into adverse claims with respect to such transfer unless (a) the Corporation has received a written notification of an adverse claim at a time and in a manner which affords the Corporation a reasonable opportunity to act on it prior to the issuance of a new, reissued or re-registered share certificate and the notification identifies the claimant, the registered owner and the issue of which the share or shares is a part and provides an address for communications directed to the claimant; or (b) the Corporation has required and obtained, with respect to a fiduciary, a copy of a will, trust, indenture, articles of co-partnership, Bylaws or other controlling instruments, for a purpose other than to obtain appropriate evidence of the appointment or incumbency of the fiduciary, and such documents indicate, upon reasonable inspection, the existence of an adverse claim. The Corporation may discharge any duty of inquiry by any reasonable means, including notifying an adverse claimant by registered or certified mail at the address furnished by him or, if there be no such address, at his residence or regular place of business that the security has been presented for registration of transfer by a named person, and that the transfer will be registered unless within thirty days from the date of mailing the notification, either (a) an appropriate restraining order, injunction or other process issues from a court of competent jurisdiction or (b) an indemnity bond, sufficient in the Corporation's judgment to protect the Corporation and any transfer agent, registrar or other agent of the Corporation involved from any loss which it or they may suffer by complying with the adverse claim, is filed with the Corporation

ARTICLE VII
GENERAL PROVISIONS

Section 7.1. Reliance on Books and Records. Each Director, each member of any committee designated by the Board of Directors, and each officer of the Corporation, shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation, including reports made to the Corporation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

Section 7.2. Dividends. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by resolution adopted by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.2. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 7.3. Amendments. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted from time to time in the manner prescribed in the Certificate of Incorporation.

Section 7.4. Seal. The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Delaware”. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE VIII
INDEMNIFICATION

Section 8.1. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 8.2. The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 8.3. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 or 2 of this Article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 8.4. Any indemnification under Sections 1 or 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in such section. Such determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding;

(b) If such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; or

(c) By the stockholders.

Section 8.5. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Section. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 8.6. The indemnification and advancement of expenses provided by, or granted pursuant to the other sections of this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

Section 8.7. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

Section 8.8. For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting Corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation of its separate existence had continued.

Section 8.9. For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article.

Section 8.10. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.11. No director or officer of the Corporation shall be personally liable to the Corporation or to any stockholder of the Corporation for monetary damages for breach of fiduciary duty as a director or officer, provided that this provision shall not limit the liability of a director or officer (i) for any breach of the director's or the officer's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director or officer derived an improper personal benefit.

Exhibit 10.1

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the "**Agreement**") is made and entered into as of [_____], 20[_] between The Joint Corp., a Delaware corporation (the "**Company**"), and [*name*] ("**Indemnitee**").

WHEREAS, highly competent persons have become more reluctant to serve corporations as [directors] [officers] or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Bylaws and Certificate of Incorporation of the Company permit or require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("**DGCL**"). The DGCL expressly provides that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and Certificate of Incorporation of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Company's Bylaws and Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified; and

NOW, THEREFORE, in consideration of Indemnitee's agreement to serve as an [officer] [director] from and after the date hereof, the parties hereto agree as follows:

1 . Indemnity of Indemnitee. The Company hereby agrees to hold harmless and indemnify Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof.

(a) Proceedings Other Than Proceedings by or in the Right of the Company . Indemnitee shall be entitled to the rights of indemnification provided in this Section l(a) if, by reason of his Corporate Status (as hereinafter defined), the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnitee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him, or on his behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company . Indemnitee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his Corporate Status, the Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee, or on the Indemnitee's behalf, in connection with such Proceeding if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or on his behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2 . Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnitee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnitee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnitee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnitee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnitee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnitee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnitee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnitee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnitee who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnitee, who are jointly liable with Indemnitee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4 . Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

5 . Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free.

6 . Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) if there are no disinterested directors or if the disinterested directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) if so directed by the Board, by the stockholders of the Company. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "**Independent Counsel**" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(e) Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnitee has at all times acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnitee shall be entitled to such indemnification absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnitee, pursuant to this Section 7, seeks a judicial adjudication of his rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him in such judicial adjudication, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation .

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the By-laws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, By-laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee (other than against the Fund Indemnitors), who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) Except as provided in paragraph (c) above, the Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9 . Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his Corporate Status, whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of expenses under this Agreement.

13. Definitions. For purposes of this Agreement:

(a) "**Corporate Status**" describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.

(b) "**Disinterested Director**" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) "**Enterprise**" shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(d) "**Expenses**" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding and any federal, state, local or foreign taxes imposed on the Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, including without limitation the premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) "**Proceeding**" includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or of any inaction on his part while acting in his or her Corporate Status; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his rights under this Agreement.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnitee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnitee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnitee at the address set forth below Indemnitee signature hereto.

(b) To the Company at:

The Joint Corp.
16767 N. Perimeter Drive, Suite 240
Scottsdale, AZ 85260
Attention: President and CEO

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

18. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably **[*name*] [*address*]** as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

The Joint Corp.

By: _____
Name: _____
Title: _____

INDEMNITEE

_____
Name: _____

Address: _____
_____
_____
_____
_____

THE JOINT CORP.

2012 STOCK PLAN
(Amended 5/15/2014)

1. Purposes of the Plan. The purposes of this Plan are:

- to attract and retain the best available personnel for positions of substantial responsibility,
- to provide additional incentive to Employees, Directors and Consultants
- to provide additional ownership opportunities for individuals who have made important contributions to the Company's success, and
- to generally promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options, Nonstatutory Stock Options, Restricted Stock, Stock Appreciation Rights, Performance Units and Performance Shares.

2. Definitions. As used herein, the following definitions will apply:

(a) "Administrator" means a Committee of the Board or any of its Committees as will be administering the Plan, in accordance with Section 4 of the Plan.

(b) "Applicable Laws" means the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where Awards are, or will be, granted under the Plan.

(c) "Award" means, individually or collectively, a grant under the Plan of Options, SARs, Restricted Stock, Performance Units or Performance Shares.

(d) "Award Agreement" means the written or electronic agreement setting forth the terms and provisions applicable to each Award granted under the Plan. The Award Agreement is subject to the terms and conditions of the Plan.

(e) "Board" means the Board of Directors of the Company.

(f) "Change in Control" means the occurrence of any of the following events:

i. Any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding voting securities; or

ii. The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;

iii. A change in the composition of the Board occurring within a two-year period, as a result of which fewer than a majority of the directors are Incumbent Directors. "Incumbent Directors" means directors who either (A) are Directors as of the effective date of the Plan, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but will not include an individual whose election or nomination is in connection with an actual or threatened proxy contest relating to the election of directors to the Company); or

iv. The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

(g) "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code herein will be a reference to any successor or amended section of the Code.

(h) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board in accordance with Section 4 hereof.

(i) "Common Stock" means the common stock of the Company.

(j) "Company" means The Joint Corp., a Delaware corporation, or any successor thereto.

(k) "Consultant" means any person, including an advisor, engaged by the Company or a Parent or Subsidiary to render services to such entity.

(l) "Director" means a member of the Board.

(m) "Disability" means total and permanent disability as defined in Section 22(e)(3) of the Code, provided that in the case of Awards other than Incentive Stock Options, the Administrator in its discretion may determine whether a permanent and total disability exists in accordance with uniform and non-discriminatory standards adopted by the Administrator from time to time.

(n) "Employee" means any person, including Officers and Directors, employed by the Company or any Parent or Subsidiary of the Company. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

(o) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(p) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for Awards of the same type (which may have lower exercise prices and different terms), Awards of a different type, and/or cash, and/or (ii) the exercise price of an outstanding Award is reduced. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(q) "Fair Market Value" means, as of any date, the value of Common Stock determined as follows:

i. If the Common Stock is listed on any established stock exchange or a national market system, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported in such source as the Administrator deems reliable;

ii. If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination, as reported in such source as the Administrator deems reliable;

iii. For purposes of any Awards granted on the Registration Date, the Fair Market Value will be the initial price to the public as set forth in the final prospectus included within the registration statement in Form S-1 filed with the Securities and Exchange Commission for the initial public offering of the Company's Common Stock; or

iv. In the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

(r) "Fiscal Year" means the fiscal year of the Company.

(s) "Incentive Stock Option" means an Option intended to qualify as an incentive stock option within the meaning of Section 422 of the Code and the regulations promulgated thereunder.

(t) "Inside Director" means a Director who is an Employee.

(u) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(v) "Officer" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(w) "Option" means a stock option granted pursuant to the Plan.

(x) "Optioned Stock" means the Common Stock subject to an Award.

(y) "Outside Director" means a Director who is not an Employee.

(z) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Section 424(e) of the Code.

(aa) "Participant" means the holder of an outstanding Award.

(bb) "Performance Share" means an Award granted to a Participant pursuant to Section 9.

(cc) "Performance Unit" means an Award granted to a Participant pursuant to Section 9.

(dd) "Period of Restriction" means the period during which the transfer of Shares of Restricted Stock are subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(ee) "Plan" means this 2012 Stock Plan.

(ff) "Registration Date" means the effective date of the first registration statement that is filed by the Company and declared effective pursuant to Section 12(g) of the Exchange Act, with respect to any class of the Company's securities.

(gg) "Restricted Stock" means Shares issued pursuant to a Restricted Stock award under Section 7 of the Plan, or issued pursuant to the early exercise of an Option.

(hh) "Rule 16b-3" means Rule 16b-3 of the Exchange Act or any successor to Rule 16b-3, as in effect when discretion is being exercised with respect to the Plan.

(ii) "Section 16(b)" means Section 16(b) of the Exchange Act.

(jj) "Service Provider" means an Employee, Director, Consultant or Shareholder.

(kk) "Share" means a share of the Common Stock, as adjusted in accordance with Section 13 of the Plan.

(ll) "Stock Appreciation Right" or "SAR" means an Award, granted alone or in connection with an Option, that pursuant to Section 8 is designated as a SAR.

(mm) "Subsidiary" means a "subsidiary corporation", whether now or hereafter existing, as defined in Section 424(f) of the Code.

3. Stock Subject to the Plan.

(a) Stock Subject to the Plan. Subject to the provisions of Section 13 of the Plan, the maximum aggregate number of Shares that may be optioned and sold under the Plan is 200,000 Shares. The Shares may be authorized, but unissued, or reacquired Common Stock. Shares will not be deemed to have been issued pursuant to the Plan with respect to any portion of an Award that is settled in cash. Upon payment in Shares pursuant to the exercise of an SAR, only the number of Shares actually issued in such payment will reduce the number of Shares available for issuance under the Plan. If the exercise price of an Option is paid by tender to the Company, or attestation to the ownership, of Shares owned by the Participant, the number of Shares available for issuance under the Plan will be reduced by the gross number of Shares for which the Option is exercised.

(b) Lapsed Awards. If an Award expires or becomes unexercisable without having been exercised in full, or is surrendered pursuant to an Exchange Program, the unpurchased Shares which were subject thereto will become available for future grant or sale under the Plan (unless the Plan has terminated); provided, however, that Shares that have actually been issued under the Plan, whether upon exercise of an Award, will not be returned to the Plan and will not become available for future distribution under the Plan, except that if unvested Shares are forfeited or repurchased by the Company, such Shares will become available for future grant under the Plan.

(c) Share Reserve. The Company, during the term of this Plan, will at all times reserve and keep available such number of Shares as will be sufficient to satisfy the requirements of the Plan.

4. Administration of the Plan.

(a) Procedure.

i. Multiple Administrative Bodies. Different Committees with respect to different groups of Service Providers may administer the Plan.

ii. Section 162(m). To the extent that the Administrator determines it to be desirable to qualify Options granted hereunder as "performance-based compensation" within the meaning of Section 162(m) of the Code, the Plan will be administered by a Committee of two or more "outside directors" within the meaning of Section 162(m) of the Code.

iii. Rule 16b-3. To the extent desirable to qualify transactions hereunder as exempt under Rule 16b-3, the transactions contemplated hereunder will be structured to satisfy the requirements for exemption under Rule 16b-3.

iv. Other Administration. Other than as provided above, the Plan will be administered by (A) the Board or (B) a Committee, which committee will be constituted to satisfy Applicable Laws.

(b) Powers of the Administrator. Subject to the provisions of the Plan, and in the case of a Committee, subject to the specific duties delegated by the Board to such Committee, the Administrator will have the authority, in its discretion:

i. to determine the Fair Market Value;

ii. to select the Service Providers to whom Awards may be granted hereunder;

iii. to determine the number of Shares to be covered by each Award granted hereunder;

iv. to approve forms of agreement for use under the Plan;

v. to determine the terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Administrator will determine;

vi. to institute an Exchange Program;

vii. to construe and interpret the terms of the Plan and Awards granted pursuant to the Plan;

viii. to prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws;

ix. to modify or amend each Award (subject to Section 18(c) of the Plan), including the discretionary authority to extend the post-termination exercisability period of Awards longer than is otherwise provided for in the Plan;

x. to allow Participants to satisfy withholding tax obligations in such manner as prescribed in Section 14;

xi. to authorize any person to execute on behalf of the Company any instrument required to effect the grant of an Award previously granted by the Administrator;

xii. to allow a Participant to defer the receipt of the payment of cash or the delivery of Shares that would otherwise be due to such Participant under an Award; and

xiii. to make all other determinations deemed necessary or advisable for administering the Plan.

(c) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

5. Eligibility. Nonstatutory Stock Options, Restricted Stock, Stock Appreciation Rights, Performance Units and Performance Shares may be granted to Service Providers. Incentive Stock Options may be granted only to Employees.

6. Stock Options.

(a) Limitations.

i. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. However, notwithstanding such designation, to the extent that the aggregate Fair Market Value of the Shares with respect to which Incentive Stock Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds $100,000, such Options will be treated as Nonstatutory Stock Options. For purposes of this Section 6(a), Incentive Stock Options will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted.

ii. The following limitations will apply to grants of Options and Stock Appreciation Rights:

1. No Service Provider will be granted in any Fiscal Year Options and/or Stock Appreciation Rights to purchase more than 100,000 Shares.

2. The foregoing limitation will be adjusted proportionately in connection with any change in the Company's capitalization as described in Section 13.

3. If an Option and/or Stock Appreciation Right, as applicable, is cancelled in the same Fiscal Year in which it was granted (other than in connection with a transaction described in Section 13), the cancelled Option and/or Stock Appreciation Right, as applicable, will be counted against the limit set forth in subsection (1). For this purpose, if the exercise price of an Option and/or Stock Appreciation Right, as applicable, is reduced, the transaction will be treated as a cancellation of the Option and/or Stock Appreciation Right and the grant of a new Option and/or Stock Appreciation Right, as applicable.

(b) Term of Option. The term of each Option will be stated in the Award Agreement. In the case of an Incentive Stock Option, the term will be ten (10) years from the date of grant or such shorter term as may be provided in the Award Agreement. Moreover, in the case of an Incentive Stock Option granted to a Participant who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary, the term of the Incentive Stock Option will be five (5) years from the date of grant or such shorter term as may be provided in the Award Agreement.

(c) Option Exercise Price and Consideration.

i. Exercise Price. The per share exercise price for the Shares to be issued pursuant to exercise of an Option will be determined by the Administrator, subject to the following:

1. In the case of an Incentive Stock Option

a. granted to an Employee who, at the time the Incentive Stock Option is granted, owns stock representing more than ten percent (10%) of the voting power of all classes of stock of the Company or any Parent or Subsidiary, the per Share exercise price will be no less than 110% of the Fair Market Value per Share on the date of grant.

b. granted to any Employee other than an Employee described in paragraph (A) immediately above, the per Share exercise price will be no less than 100% of the Fair Market Value per Share on the date of grant.

Notwithstanding the foregoing, Incentive Stock Options may be granted with a per Share exercise price of less than 100% of the Fair Market Value per Share on the date of grant pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code.

2. In the case of a Nonstatutory Stock Option, the per Share exercise price will be determined by the Administrator. In the case of a Nonstatutory Stock Option intended to qualify as "performance-based compensation" within the meaning of Section 162(m) of the Code, the per Share exercise price will be no less than 100% of the Fair Market Value per Share on the date of grant.

ii. Waiting Period and Exercise Dates. At the time an Option is granted, the Administrator will fix the period within which the Option may be exercised and will determine any conditions that must be satisfied before the Option may be exercised.

iii. Form of Consideration. The Administrator will determine the acceptable form of consideration for exercising an Option, including the method of payment. In the case of an Incentive Stock Option, the Administrator will determine the acceptable form of consideration at the time of grant. Such consideration may consist entirely of: (1) cash; (2) check; (3) promissory note; (4) other Shares, provided Shares acquired directly or indirectly from the Company, (A) have been owned by the Participant and not subject to substantial risk of forfeiture for more than six months on the date of surrender, and (B) have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which said Option will be exercised; (5) consideration received by the Company under a cashless exercise program implemented by the Company in connection with the Plan; (6) a reduction in the amount of any Company liability to the Participant, including any liability attributable to the Participant's participation in any Company-sponsored deferred compensation program or arrangement; (7) any combination of the foregoing methods of payment; or (8) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws.

(d) Exercise of Option.

i. Procedure for Exercise; Rights as a Stockholder. Any Option granted hereunder will be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share. An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Administrator specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with an applicable withholding taxes). Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant or, if requested by the Participant, in the name of the Participant and his or her spouse. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Optioned Stock, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 13 of the Plan. Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

ii. Termination of Relationship as a Service Provider. If a Participant ceases to be a Service Provider, other than upon the Participant's death or Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for three (3) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified by the Administrator, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

iii. Disability of Participant. If a Participant ceases to be a Service Provider as a result of the Participant's Disability, the Participant may exercise his or her Option within such period of time as is specified in the Award Agreement to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Award Agreement). In the absence of a specified time in the Award Agreement, the Option will remain exercisable for twelve (12) months following the Participant's termination. Unless otherwise provided by the Administrator, if on the date of termination the Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will revert to the Plan. If after termination the Participant does not exercise his or her Option within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

iv. Death of Participant. If a Participant dies while a Service Provider, the Option may be exercised following the Participant's death within such period of time as is specified in the Award Agreement to the extent that the Option is vested on the date of death (but in no event may the option be exercised later than the expiration of the term of such Option as set forth in the Award Agreement), by the Participant's designated beneficiary, provided such beneficiary has been designated prior to Participant's death in a form acceptable to the Administrator. If no such beneficiary has been designated by the Participant, then such Option may be exercised by the personal representative of the Participant's estate or by the person(s) to whom the Option is transferred pursuant to the Participant's will or in accordance with the laws of descent and distribution. In the absence of a specified time in the Award Agreement, the Option will remain exercisable for twelve (12) months following Participant's death. Unless otherwise provided by the Administrator, if at the time of death Participant is not vested as to his or her entire Option, the Shares covered by the unvested portion of the Option will immediately revert to the Plan. If the Option is not so exercised within the time specified herein, the Option will terminate, and the Shares covered by such Option will revert to the Plan.

7. Restricted Stock.

(a) Grant of Restricted Stock. Subject to the terms and provisions of the Plan, the Administrator, at any time and from time to time, may grant Shares of Restricted Stock to Service Providers in such amounts as the Administrator, in its sole discretion, will determine.

(b) Restricted Stock Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction, the number of Shares granted, and such other terms and conditions as the Administrator, in its sole discretion, will determine. Unless the Administrator determines otherwise, the Company as escrow agent will hold Shares of Restricted Stock until the restrictions on such Shares have lapsed.

(c) Transferability. Except as provided in this Section 7, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated until the end of the applicable Period of Restriction.

(d) Other Restrictions. The Administrator, in its sole discretion, may impose such other restrictions on Shares of Restricted Stock as it may deem advisable or appropriate.

(e) Removal of Restrictions. Except as otherwise provided in this Section 7, Shares of Restricted Stock covered by each Restricted Stock grant made under the Plan will be released from escrow as soon as practicable after the last day of the Period of Restriction. The Administrator, in its discretion, may accelerate the time at which any restrictions will lapse or be removed.

(f) Voting Rights. During the Period of Restriction, Service Providers holding Shares of Restricted Stock granted hereunder may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(g) Dividends and Other Distributions. During the Period of Restriction, Service Providers holding Shares of Restricted Stock will be entitled to receive all dividends and other distributions paid with respect to such Shares unless otherwise provided in the Award Agreement. If any such dividends or distributions are paid in Shares, the Shares will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid.

(h) Return of Restricted Stock to Company. On the date set forth in the Award Agreement, the Restricted Stock for which restrictions have not lapsed will revert to the Company and again will become available for grant under the Plan.

8. Stock Appreciation Rights.

(a) Grant of SARs. Subject to the terms and conditions of the Plan, a SAR may be granted to Service Providers at any time and from time to time as will be determined by the Administrator, in its sole discretion. The Administrator may grant Affiliated SARs, Freestanding SARs, Tandem SARs, or any combination thereof.

(b) Number of Shares. The Administrator will have complete discretion to determine the number of SARs granted to any Service Provider, subject to the limits set forth in Section 6(a)(ii).

(c) Exercise Price and Other Terms. The Administrator, subject to the provisions of the Plan, will have complete discretion to determine the terms and conditions of SARs granted under the Plan. However, the exercise price of Tandem or Affiliated SARs will equal the exercise price of the related Option.

(d) SAR Agreement. Each SAR grant will be evidenced by an Award Agreement that will specify the exercise price, the term of the SAR, the conditions of exercise, and such other terms and conditions as the Administrator, in its sole discretion, will determine.

(e) Expiration of SARs. An SAR granted under the Plan will expire upon the date determined by the Administrator, in its sole discretion, and set forth in the Award Agreement. Notwithstanding the foregoing, the rules of Section 6(d) also will apply to SARs.

(f) Payment of SAR Amount. Upon exercise of an SAR, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying:

i. The difference between the Fair Market Value of a Share on the date of exercise over the exercise price; times

ii. The number of Shares with respect to which the SAR is exercised.

At the discretion of the Administrator, the payment upon SAR exercise may be in cash, in Shares of equivalent value, or in some combination thereof.

9. Performance Units and Performance Shares.

(a) Grant of Performance Units/Shares. Performance Units and Performance Shares may be granted to Service Providers at any time and from time to time, as will be determined by the Administrator, in its sole discretion. The Administrator will have complete discretion in determining the number of Performance Units and Performance Shares granted to each Participant.

(b) Value of Performance Units/Shares. Each Performance Unit will have an initial value that is established by the Administrator on or before the date of grant. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the date of grant.

(c) Performance Objectives and Other Terms. The Administrator will set performance objectives or other vesting provisions (including, without limitation, continued status as a Service Provider) in its discretion which, depending on the extent to which they are met, will determine the number or value of Performance Units/Shares that will be paid out to the Service Providers. The time period during which the performance objectives or other vesting provisions must be met will be called the "Performance Period." Each Award of Performance Units/Shares will be evidenced by an Award Agreement that will specify the Performance Period, and such other terms and conditions as the Administrator, in its sole discretion, will determine. The Administrator may set performance objectives based upon the achievement of Company-wide, divisional, or individual goals, applicable federal or state securities laws, or any other basis determined by the Administrator in its discretion.

(d) Earning of Performance Units/Shares. After the applicable Performance Period has ended, the holder of Performance Units/Shares will be entitled to receive a payout of the number of Performance Units/Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding performance objectives or other vesting provisions have been achieved. After the grant of a Performance Unit/Share, the Administrator, in its sole discretion, may reduce or waive any performance objectives or other vesting provisions for such Performance Unit/Share.

(e) Form and Timing of Payment of Performance Units/Shares. Payment of earned Performance Units/Shares will be made as soon as practicable after the expiration of the applicable Performance Period. The Administrator, in its sole discretion, may pay earned Performance Units/Shares in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Units/Shares at the close of the applicable Performance Period) or in a combination thereof.

(f) Cancellation of Performance Units/Shares. On the date set forth in the Award Agreement, all unearned or unvested Performance Units/Shares will be forfeited to the Company, and again will be available for grant under the Plan.

10. Formula Option Grants to Outside Directors.

All grants of Options to Outside Directors pursuant to this Section will be automatic and nondiscretionary, except as otherwise provided herein, and will be made in accordance with the following provisions:

(a) Type of Option. All Options granted pursuant to this Section will be Nonstatutory Stock Options and, except as otherwise provided herein, will be subject to the other terms and conditions of the Plan.

(b) No Discretion. No person will have any discretion to select which Outside Directors will be granted Options under this Section or to determine the number of Shares to be covered by such Options (except as provided in Sections 10(f) and 13).

(c) Quarterly Option. Each Outside Director will be automatically granted an Option to purchase an amount determined by the Administrator but in no event more than 2,500 Shares (a "Quarterly Option") on the first day of March, June, September and December, if as of such date, he or she will have served on the Board for at least the preceding six (6) months.

(d) Terms. The terms of each Option granted pursuant to this Section will be as follows:

i. The term of the Option will be ten (10) years.

ii. The exercise price per Share will be 100% of the Fair Market Value per Share on the date of grant of the Option.

iii. Subject to Section 13, the Quarterly Option will vest and become exercisable as to one-twelfth ($1/12^{th}$) of the Shares each month following the vesting commencement date, provided that the Participant continues to serve as a Director through such date.

(e) Amendment. The Administrator in its discretion may change the number of Shares subject to the First Options and Subsequent Options.

11. Leaves of Absence. Unless the Administrator provides otherwise, vesting of Awards granted hereunder will be suspended during any unpaid leave of absence. A Service Provider will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or (ii) transfers between locations of the Company or between the Company, its Parent, or any Subsidiary. For purposes of Incentive Stock Options, no such leave may exceed ninety (90) days, unless reemployment upon expiration of such leave is guaranteed by statute or contract. If reemployment upon expiration of a leave of absence approved by the Company is not so guaranteed, then three (3) months following the 91^{st} day of such leave any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

12. Transferability of Awards. Unless determined otherwise by the Administrator, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, such Award will contain such additional terms and conditions as the Administrator deems appropriate.

13. Adjustments; Dissolution or Liquidation; Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, or other change in the corporate structure of the Company affecting the Shares occurs, the Administrator, in order to prevent diminution or enlargement of the benefits or potential benefits intended to be made available under the Plan, may (in its sole discretion) adjust the number and class of Shares that may be delivered under the Plan and/or the number, class, and price of Shares covered by each outstanding Award, the numerical Share limits in Sections 3 and 6 of the Plan and the number of Shares issuable pursuant to Options to be granted under Section 10.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant as soon as practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

(c) Change in Control. In the event of a Change in Control, each outstanding Award will be assumed or an equivalent option or right substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the Award, the Participant will fully vest in and have the right to exercise all of his or her outstanding Options and Stock Appreciation Rights, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock will lapse, and, with respect to Performance Shares and Performance Units, all performance goals or other vesting criteria will be deemed achieved at target levels and all other terms and conditions met. In addition, if an Option or Stock Appreciation Right becomes fully vested and exercisable in lieu of assumption or substitution in the event of a Change in Control, the Administrator will notify the Participant in writing or electronically that the Option or Stock Appreciation Right will be fully vested and exercisable for a period of time determined by the Administrator in its sole discretion, and the Option or Stock Appreciation Right will terminate upon the expiration of such period.

For the purposes of this subsection (c), an Award will be considered assumed if, following the Change in Control, the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) or, in the case of a Stock Appreciation Right upon the exercise of which the Administrator determines to pay cash or a Performance Share or Performance Unit which the Administrator can determine to pay in cash, the fair market value of the consideration received in the merger or Change in Control by holders of Common Stock for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares); provided, however, that if such consideration received in the Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon the exercise of an Option or Stock Appreciation Right or upon the payout of a Performance Share or Performance Unit, for each Share subject to such Award (or in the case of Performance Units, the number of implied shares determined by dividing the value of the Performance Units by the per share consideration received by holders of Common Stock in the Change in Control), to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the Change in Control.

Notwithstanding anything in this Section 13(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not be deemed to invalidate an otherwise valid Award assumption.

(d) Termination Following Change of Control. With respect to Awards granted to an Outside Director that are assumed or substituted for, if on the date of or following such assumption or substitution the Participant's status as a Director or a director of the successor corporation, as applicable, is terminated other than upon a voluntary resignation by the Participant, then the Participant will fully vest in and have the right to exercise Options and/or Stock Appreciation Rights as to all of the Optioned Stock, including Shares as to which such Awards would not otherwise be vested or exercisable, all restrictions on Restricted Stock will lapse, and, with respect to Performance Shares and Performance Units, all performance goals or other vesting criteria will be deemed achieved at target levels and all other terms and conditions met.

14. Tax Withholding.

(a) Withholding Requirements. Prior to the delivery of any Shares or cash pursuant to an Award (or exercise thereof), the Company will have the power and the right to deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy federal, state, local, foreign or other taxes (including the Participant's FICA obligation) required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. The Administrator, in its sole discretion and pursuant to such procedures as it may specify from time to time, may permit a Participant to satisfy such tax withholding obligation, in whole or in part by (a) paying cash, (b) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the minimum amount required to be withheld, or (c) delivering to the Company already-owned Shares having a Fair Market Value equal to the minimum amount required to be withheld. The amount of the withholding requirement will be deemed to include any amount which the Administrator agrees may be withheld at the time the election is made, not to exceed the amount determined by using the maximum federal, state or local marginal income tax rates applicable to the Participant with respect to the Award on the date that the amount of tax to be withheld is to be determined. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld.

15. No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right with respect to continuing the Participant's relationship as a Service Provider with the Company, nor will they interfere in any way with the Participant's right or the Company's right to terminate such relationship at any time, with or without cause, to the extent permitted by Applicable Laws.

16. Date of Grant. The date of grant of an Award will be, for all purposes, the date on which the Administrator makes the determination granting such Award, or such other later date as is determined by the Administrator. Notice of the determination will be provided to each Participant within a reasonable time after the date of such grant.

17. Term of Plan. Subject to Section 21 of the Plan, the Plan will become effective upon its adoption by the Board. It will continue in effect for a term of ten (10) years unless terminated earlier under Section 18 of the Plan.

18. Amendment and Termination of the Plan.

(a) Amendment and Termination. The Board may at any time amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary and desirable to comply with Applicable Laws.

(c) Effect of Amendment or Termination. No amendment, alteration, suspension or termination of the Plan will impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

19. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws and will be further subject to the approval of counsel for the Company with respect to such compliance.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant at the time of any such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

20. Inability to Obtain Authority. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority will not have been obtained.

Exhibit 10.3

The Joint Corp. 2014 Incentive Stock Plan

Article 1
Purpose

The purpose of this plan is to recognize and reward participants for their efforts on the Company's behalf, to motivate participants by appropriate incentives to contribute to the Company's attainment of its performance objectives, and to align participants' interests with those of the Company's other stockholders through compensation based on the performance of the Company's common stock.

Article 2
Definitions

Award means an Option, SAR Award, Restricted Stock Award or RSU Award under the Plan.

Award Agreement means a written or electronic agreement between the Company and a Participant incorporating the terms of an Award to the Participant.

Board means the Company's Board of Directors.

Change of Control is defined in Article 8. The terms "continuing director," "appointed director" and "elected director" are also defined in Article 8.

Code means the Internal Revenue Code of 1986, as amended.

common stock means the Company's common stock, par value $.001 per share.

Committee is defined in Paragraph 3.1. Unless the Board designates a different committee, the Compensation Committee of the Board shall serve as the Committee (as long as all of the members of the Compensation Committee qualify under Paragraph 3.1).

Company means The Joint Corp., a Delaware corporation.

Consultant means any individual who provides *bona fide* consulting or advisory services to the Company or a Subsidiary.

Director means a director of the Company.

Eligible Person means, in respect of all types of Awards except ISOs, any Employee, Director or Consultant and, in respect of ISOs, any Employee.

Employee means a full-time or part-time employee of the Company or a Subsidiary.

Exchange Act means the Securities Exchange Act of 1934, as amended.

Expiration Date means the last day on which an Option or SAR may be exercised.

Fair Market Value means, for a given day, the value of a share of common stock determined as follows:

i. If the common stock is listed on The NASDAQ Stock Market, its Fair Market Value will be the last reported sales price of a share of common stock as quoted on such exchange on the day in question (or on the most recent trading day if the day in question is not a trading day);

ii. For purposes of any Awards granted on the Registration Date, the Fair Market Value will be the initial price to the public as set forth in the final prospectus included within the registration statement in Form S-1 filed with the Securities and Exchange Commission for the initial public offering of the Company's common stock; or

iii. In the absence of an established market for the common stock, the Fair Market Value will be determined in good faith by the Administrator.

Grant Date means, in respect of an Award, the date that the Committee grants the Award or any later date that the Committee specifies as the effective date of the Award.

ISO means an incentive stock option described in §422 of the Code.

NSO means a nonstatutory stock option (i.e., any stock option other than an ISO).

Option means an award pursuant to Article 5 or Article 7 of an option to purchase shares of common stock. In the case of an award pursuant to Article 5, the Committee shall designate at the time of grant whether an Option is an ISO or a NSO.

Outside Director means a Director who is not an Employee.

Participant means an Eligible Person who holds an Award under the Plan.

Performance Goals means one or more of the following objective performance goals for the Company, a division or a Subsidiary, measured over a 12-month or longer period and specified either in absolute terms or in percentage terms relative to a target, base period, index or peer group:

- earnings per share
- earnings before interest, taxes, depreciation and amortization
- revenues
- income from operations
- return on invested capital
- return on assets
- internal rate of return
- return on stockholders' equity
- total return to stockholders

Plan means this plan, as it may be amended. The name of this Plan is the "The Joint Corp. 2014 Incentive Stock Plan."

Registration Date means the effective date of the first registration statement that is filed by the Company and declared effective pursuant to Section 12(g) of the Exchange Act, with respect to the Company's shares.

Restricted Shares means shares of common stock subject to a risk of forfeiture or other restrictions that will lapse if and when specified service requirements, Performance Goals or other conditions are satisfied.

Quarterly Option is defined in Article 7.

Restricted Stock Award means an award of Restricted Shares pursuant to Article 6.

Restricted Stock Unit means a contractual right to receive one share of common stock in the future if and when specified service requirements, performance goals or other conditions are satisfied.

RSU Award means an award of Restricted Stock Units pursuant to Article 6.

SAR, or stock appreciation right, means a contractual right to receive a payment representing the excess of the Fair Market Value of a share of common stock on the date that the right is exercised over the exercise price per share of the right.

SAR Award means an award of a Stand-Alone SAR or Tandem SAR pursuant toArticle 5.

Stand-Alone SAR means an SAR that is not related to an Option.

share means a share of the Company's common stock.

Subsidiary means a "subsidiary corporation" as defined in §424(f) of the Code.

Tandem SAR means an SAR that is related to an Option.

Termination Date means the date of termination of service to the Company or a Subsidiary by an Employee. The following shall not be considered a termination of service: (i) a transfer of employment from the Company to a Subsidiary or from a Subsidiary to the Company or to another Subsidiary; or (ii) becoming a Consultant or Director and ceasing to serve as an Employee.

Article 3
Administration

3.1 Committee

The Board of Directors shall designate a committee of the Board (the "Committee") to administer the Plan. The Committee shall consist of two or more directors both or all of whom shall be (i) "non-employee directors" as defined in Rule 16b-3 under the Exchange Act, (ii) "independent directors" under the applicable listing standards of The NASDAQ Global Market and (iii) "outside directors" under §162(m) of the Code.

3.2 Authority

Subject to the terms of the Plan, the Committee shall have the authority to select the Eligible Persons to whom Awards are to be granted and to determine the time, type, number of shares, vesting, restrictions, limitations and other terms and conditions of each Award.

Awards under the Plan need not be uniform in respect of different Eligible Persons, whether or not similarly situated. The Committee may consider such factors as it deems relevant in selecting Eligible Persons for Awards and in determining their Awards.

The Committee may condition the vesting of any Award on the attainment of one or more Performance Goals. Performance Goals may differ from Participant to Participant and from Award to Award. The Committee shall specify the applicable Performance Goal or Goals in the underlying Award Agreement (but in no event later than the latest permissible date to enable the Award to qualify as performance-based compensation under §162(m) of the Code). The Committee's evaluation of a Performance Goal's attainment may be adjusted to exclude any extraordinary events and transactions as described in Accounting Principles Board Opinion No. 30, but in all other respects, the measurement of Performance Goals shall be determined in accordance with the Company's financial statements and U.S. generally accepted accounting principles.

The Committee may interpret the Plan, adopt, revise and rescind policies and procedures to administer the Plan, and make all factual and other determinations required for Plan's administration.

The Committee's determinations, interpretations and other actions shall be final and binding. No member of the Committee shall be liable for any action of the Committee in good faith.

3.3 **Procedures**

The members of the Committee shall elect a chairman, and the Committee shall meet as necessary at the call of the chairman or any two members of the Committee. A majority of the members of the Committee shall constitute a quorum, and all actions of the Committee at a meeting at which a quorum is present shall be taken by majority vote.

A member of the Committee may participate in any meeting of the Committee by a conference telephone call or other means that enable all persons participating in the meeting to hear one another, and participation in this manner shall constitute his or her presence in person at the meeting. The Committee also may act by the unanimous written consent of its members.

Article 4
Plan Operation

4.1 **Effective Date**

This Plan shall become effective if and when approved by the Company's stockholders.

4.2 **Term**

This Plan shall have a term of 10 years, expiring on the tenth anniversary of its approval by the Company's stockholders (but remaining in effect, however, for outstanding Awards). No Award may be granted under the Plan after its expiration.

4.3 **Maximum Number of Shares**

The maximum total number of shares of common stock for which Awards may be granted under this Plan is 550,000 shares. This maximum shall be subject to the capitalization adjustments under Section 4.6.

The shares for which Options and SARs are granted shall count against this limit on a 1-for-1 basis, and the shares for which Restricted Stock Awards and RSU Awards are granted shall count against this limit on a 2-for-1 basis (so that each share for which a Restricted Stock Award or RSU Award is granted reduces by two shares the available number of shares for which Awards may be granted).

The shares for which Awards may be granted shall be shares currently authorized but unissued or shares that the Company currently holds or subsequently acquires as treasury shares, including shares purchased in the open market or in private transactions.

4.4 **Shares Available for Awards**

The determination of the number of shares of common stock available for Awards under the Plan shall take into account the following:

(a) If an Option lapses or expires unexercised, the number of shares in respect of which the Option lapsed or expired shall be added back to the available number of shares for which Awards may be granted.

(b) If a Restricted Stock Award or RSU Award lapses or is forfeited, twice the number of shares in respect of which the Award lapsed or was forfeited shall be added back to the available number of shares for which Awards may be granted.

(c) If a SAR Award or RSU Award is settled in cash, the number of shares in respect of which the Award was settled in cash shall not be added back to the available number of shares for which Awards may be granted.

(d) If the exercise price of an Option is paid by delivery of shares of common stock pursuant to Section 5.8, the number of shares issued upon exercise of the Option, without netting the shares delivered in payment of the exercise price, shall be taken into account in determining the available number of shares for which Awards may be granted.

4.5 **Individual Limit on Awards**

In any calendar year, the maximum number of shares for which Awards may be granted to any Eligible Person shall not exceed 50,000 shares in the case of Options and SARS and 50,000 shares in the case of Restricted Stock and RSU Awards, in each case taking into account all similar types of grants and awards under other stock option and equity compensation plans of the Company. These maximums shall be subject to the capitalization adjustments under Section 4.6.

4.6 **Capitalization Adjustments**

In the event of a change in the number of outstanding shares of common stock by reason of a stock dividend, stock split, recapitalization, reorganization or the like, the Committee may, and in the case of a reverse stock split, the Committee shall, equitably adjust the following in order to prevent a dilution or enlargement of the benefits or potential benefits intended to be provided under the Plan: (i) the number of shares for which Awards may be granted under the Plan, (ii) the maximum number of shares for which Awards may be granted to any Eligible Person in a calendar year, (iii) the aggregate number of shares in respect of each outstanding Award and (iv) the exercise price of each outstanding Option and SAR. The Committee may also make any other equitable adjustments that the Committee considers appropriate. Except in the case of a reverse stock split, adjustments shall be made in the Committee's discretion, and its decisions shall be final and binding.

Article 5
Stock Options and SARs

5.1 Grant

The Committee may grant an Option or SAR to any Eligible Person. Subject to the terms of this Plan, the Committee shall determine the restrictions, limitations and other terms and conditions of each Option and SAR Award.

The Committee shall designate each Option as either an ISO or NSO, and shall designate each SAR Award as either a Stand-Alone SAR or a Tandem SAR. A Tandem SAR may not be granted later than the time that its related Option is granted.

5.2 Exercise Price

The Committee shall determine the exercise price of each Option and SAR. The exercise price per share may not be less than the Fair Market Value on the Grant Date of the Option or SAR.

Except for capitalization adjustments under Section 4.6 or as approved by the Company's stockholders, the exercise price per share of any outstanding Option or SAR may not be reduced, and the Option or SAR may not be surrendered to the Company for cash or as consideration for the grant of a new Option or SAR with a lower exercise price per share.

5.3 Vesting and Term

The Committee shall determine the time or times at which each Option and Stand-Alone SAR becomes vested. Vesting may be based on continuous service or on the attainment of Performance Goals or other conditions specified in the Award Agreement. A Tandem SAR shall vest if and to the extent that its related Option vests, and shall expire or be canceled when its related Option expires or is canceled. No Option or SAR may have an Expiration Date more than 10 years from its Grant Date.

Each Option and SAR held by an Employee shall become fully vested as of his or her Termination Date if the Employee's termination of employment occurs by reason of his or her death. In addition, the Committee, in its discretion, may accelerate the vesting of an Option or SAR at any time.

5.4 Termination of Employment

In the case of an Option or SAR held by an Employee whose employment terminates:

(a) if and to the extent that the Option or SAR is unvested as of the Employee's Termination Date, the Option or SAR shall lapse on the Termination Date unless the Employee's employment terminated by reason of his or her death, in which case the Option or SAR shall become fully vested as of the Employee's Termination Date; and

(b) if and to the extent that the Option or SAR is (or becomes) vested as of the Employee's Termination Date, the Option or SAR shall expire as specified in the underlying Award Agreement, or if no date is specified, (i) on the earlier of 30 days after the Employee's Termination Date or the expiration date of the Option or SAR, or (ii) if the Employee's employment terminated by reason of his or her death, on the earlier of the first anniversary of the Employee's death or the expiration date of the Option or SAR.

The Committee may extend the expiration date of the Option or SAR to any date up to the last day of the term of the Option or SAR.

5.5 **Transferability**

No Option or SAR may be transferred, assigned or pledged, whether by operation of law or otherwise, except (i) as provided in the underlying Award Agreement or as the Committee otherwise permits, or (ii) as provided by will or the applicable laws of intestacy or (iii) if:

(a) the transferee is a revocable trust that the employee established for estate planning reasons (in respect of which the employee is treated as the owner for federal income tax purposes); or

(b) the transferee is (i) the spouse of the employee or a child, step-child, grandchild, parent, sibling or child of a sibling of the employee (each an "eligible transferee"), (ii) a custodian for an eligible transferee under any Uniform Transfers to Minors Act or Uniform Gifts to Minors Act or (iii) a trust for the primary benefit of one or more eligible transferees.

Transfers described in the preceding clause (b) shall be subject to any restrictions and requirements that the Committee considers appropriate (for example, the transferee's written agreement to be bound by the terms of the Plan and the underlying Award Agreement).

No Option or SAR shall be subject to execution, attachment or similar process.

5.6 **Additional ISO Rules**

To the extent that the aggregate fair market value (determined in respect of each ISO on the basis of the Fair Market Value of a share of common stock on the ISO's Grant Date) of the underlying shares of all ISOs that become exercisable by an individual for the first time in any calendar year exceeds $100,000, the Options shall be treated as NSOs. This limitation shall be applied by taking ISOs into account in the order in which they were granted.

In the case of an ISO granted to an Employee who at the time of grant owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company (or any Subsidiary), the exercise price per share may not be less than 110% of the Fair Market Value on the Grant Date and the ISO may not have an Expiration Date more than five years from the Grant Date.

The Award Agreement underlying an Option that the Committee designates as an ISO may contain any additional terms, beyond those of this Plan, that the Committee considers necessary or desirable to include to assure that the Option complies with the requirements of §422 of the Code.

5.7 **Manner of Exercise**

A vested Option or SAR may be exercised in full or only partially (but in the case of a partial exercise, only in respect of a whole number of shares) by (i) written notice to the Committee or its designee stating the number of shares in respect of which the Option or SAR is being exercised and, in the case of an Option, (ii) full payment of the exercise price of those shares.

5.8 **Payment of Exercise Price**

Payment of the exercise price of an Option shall be made by check or, if permitted by the Committee (either in the underlying Award Agreement or at the time of exercise), by: (i) delivery of shares of common stock having a Fair Market Value on the date of exercise equal to the exercise price; (ii) directing the Company to withhold, from the shares otherwise issuable upon exercise of the Option, shares having a Fair Market Value on the date of exercise equal to the exercise price; (iii) by an open-market broker-assisted sale pursuant to which the Company is promptly delivered the portion of the sales proceeds necessary to pay the exercise price; (iv) any combination of these methods of payment; or (v) any other method of payment that the Committee authorizes.

5.9 **Tandem SARs**

A Tandem SAR shall entitle the Participant to elect to exercise either the SAR or the related Option as to all or any portion of the shares subject to the SAR and Option. The exercise of a Tandem SAR shall cause the immediate and automatic cancellation of its related Option with respect to the same number of shares, and the exercise, expiration or cancellation of the related Option (other than by reason of the exercise of the Tandem SAR) shall cause the automatic and immediate cancellation of the Tandem SAR with respect to the same number of shares.

5.10 **Settlement of SARs**

Settlement of a SAR may be made, in the Committee's discretion, in shares of common stock or in cash, or in a combination of the two, subject to applicable tax withholding requirements. Any cash payment in settlement of a SAR shall be made on the basis of the Fair Market Value of a share of common stock on the date that the SAR is exercised.

Article 6
Restricted Stock
and Restricted Stock Units

6.1 **Grant**

The Committee may issue Restricted Shares or grant Restricted Stock Units to any Eligible Person. Subject to the terms of this Plan, the Committee shall determine the restrictions, limitations and other terms and conditions of each Restricted Stock Award and RSU Award.

6.2 **Vesting**

The Committee shall determine the time or times at which each Restricted Stock Award or RSU Award becomes vested. Vesting may be based on continuous service or on the attainment of specified Performance Goals or other conditions specified in the Award Agreement.

Each Restricted Stock Award and RSU Award held by an Employee shall become fully vested as of his or her Termination Date if the Employee's termination of employment occurs by reason of his or her death. In addition, the Committee, in its discretion, may accelerate the vesting of a Restricted Stock Award or RSU Award at any time.

6.3 **Transferability**

Prior to the vesting of a Restricted Stock Award, the Restricted Shares subject to the Award may not be transferred, assigned or pledged (except as provided in the Award Agreement or as the Committee permits) and shall not be subject to execution, attachment or similar process. After vesting, the shares may still remain subject to restrictions on transfer under applicable securities laws and any restrictions imposed by the Award Agreement. The Committee may require each certificate representing Restricted Shares to bear a legend making appropriate reference to the restrictions on the shares, and may also require that the certificate, together with a stock power duly endorsed in blank by the Participant, remain in the Company's physical custody or in escrow with a third party until all restrictions have lapsed.

6.4 **Rights as Stockholder**

Subject to the terms of the Plan and the underlying Award Agreement, a Participant shall have all of the rights of a stockholder in respect of the Restricted Shares subject to a Restricted Stock Award, including the right to vote the shares and to receive all dividends and other distributions in respect of the shares. The Committee may provide in the Award Agreement for the payment of dividends and distributions to the Participant when dividends are paid to stockholders generally or at the time of vesting or distribution of the Restricted Shares.

A Participant shall not have any rights as a stockholder in respect of the shares of common stock subject to a RSU Award until those shares have been issued and delivered to the Participant pursuant to the terms of the Award.

6.5 **Settlement of RSU Award**

Settlement of a RSU Award may be made, in the Committee's discretion, in shares of common stock or in cash, or in a combination of the two, subject to applicable tax withholding requirements. Any cash payment in settlement of a RSU Award shall be made on the basis of the Fair Market Value of a share of common stock on the date that the shares subject to the Award become issuable to the Participant.

6.6 **Deferrals**

The Committee may (but shall not be required to) permit a Participant to elect to defer the delivery of shares upon the vesting or settlement of a Restricted Stock Award or RSU Award. Any such election shall be for a deferral period and in a manner and on terms that the Committee approves and that comply with the requirements of §409A of the Code.

Article 7
Formula Option Grants to Outside Directors

7.1 **Grant**

All grants of Options to Outside Directors pursuant to this Article will be automatic and nondiscretionary, except as otherwise provided herein, made in accordance with the provisions in this Article, and otherwise subject to the terms and conditions of the Plan.

7.2 **Type of Option**

All Options granted pursuant to this Article will be Nonstatutory Stock Options.

7.3 **Quarterly Option**

Each Outside Director automatically will be granted an Option to purchase an amount determined by the Committee but in no event more than 2,500 Shares (a "Quarterly Option") on the first day of March, June, September and December, if as of such date, he or she will have served on the Board for at least the preceding six (6) months.

7.4 **Terms**

The terms of each Option granted pursuant to this Article will be as follows:

i. The term of the Option will be ten (10) years.

ii. The exercise price per share will be 100% of its Fair Market Value on the Grant Date.

iii. The Quarterly Option will vest and become exercisable as to one-twelfth (1/12th) of the Shares each month following the vesting commencement date, provided that the Participant continues to serve as a Director through such date.

Article 8
Change of Control

Upon a Change of Control, all outstanding Awards shall become fully vested and exercisable, and all restrictions on the shares underlying Restricted Stock Awards shall lapse.

A "Change of Control" means an event or the last of a series of related events by which:

(a) any Person directly or indirectly acquires or otherwise becomes entitled to vote stock having 51% or more of the voting power in elections for directors; or

(b) during any 24-month period a majority of the members of the Board of Directors ceases to consist of directors who were:

(1) directors at the beginning of the period ("continuing directors"); or

(2) elected to office after the start of the period by the Board of Directors with the approval of two-thirds of the incumbent continuing directors ("appointed directors"); or

(3) elected to office after the start of the period by the Company's stockholders following nomination for election by the Board of Directors with the approval of two-thirds of the incumbent continuing and appointed directors ("elected directors"); or

(4) elected to office after the start of the period by the Board of Directors with the approval of two-thirds of the incumbent continuing, appointed and elected directors; or

(5) elected to office after the start of the period by the Company's stockholders following nomination for election by the Board of Directors with the approval of two-thirds of the incumbent continuing, appointed and elected directors; or

(c) the Company merges or consolidates with another corporation, and holders of outstanding shares of the Company's common stock immediately prior to the merger or consolidation do not own stock in the survivor of the merger or consolidation having more than 75% of the voting power in elections for directors; or

(d) the Company sells all or a substantial portion of the consolidated assets of the Company and its Subsidiaries, and the Company does not own stock in the purchaser having more than 75% of the voting power in elections for directors.

As used in this definition, a "Person" means any "person" as that term is used in sections 13(d) and 14(d) of the Exchange Act, together with all of that person's "affiliates" and "associates" as those terms are defined in Rule 12b-2 under the Exchange Act.

Article 9
Miscellaneous Provisions

9.1 Award Agreement

Each Award under the Plan shall be evidenced by an Award Agreement which shall be subject to and incorporate the terms of the Plan.

9.2 Tax Withholding

The Company may withhold an amount sufficient to satisfy its withholding tax obligations, if any, in connection with any Award under the Plan, and the Company may defer making any payment or delivery of shares pursuant to the Award unless and until the Participant indemnifies the Company to its satisfaction in respect of its withholding obligation.

9.3 Amendment and Termination

The Board may amend, suspend or terminate the Plan at any time. The Company's stockholders shall be required to approve any amendment that would materially increase the number of shares of common stock for which Awards may be granted or that would increase the number of shares of common stock for which ISOs may be granted (other than an amendment authorized under Section 4.6). If the Plan is terminated, the Plan shall remain in effect for Awards outstanding as of its termination. No amendment, suspension or termination of the Plan shall adversely affect the rights of the holder of any outstanding Award without his or her consent.

9.4 Foreign Jurisdictions

The Committee may adopt, amend and terminate a supplement to the Plan to permit Employees in another country to receive Awards under the supplement (on terms not inconsistent with the terms of Awards under the Plan) in compliance with that country's securities, tax and other laws.

9.5 No Right To Employment

Nothing in this Plan or in any Award Agreement shall give any person the right to continue in the employ of the Company or any Subsidiary or limit the right of the Company or Subsidiary to terminate his or her employment.

9.6 Notices

Notices required or permitted under this Plan shall be considered to have been duly given if sent by certified or registered mail addressed to the Committee at the Company's principal office or to any other person at his or her address as it appears on the Company's payroll or other records.

9.7 Severability

If any provision of this Plan is held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions, and the Plan shall be construed and administered as if the illegal or invalid provision had not been included.

9.8 **Governing Law**

This Plan and all Award Agreements shall be governed in accordance with the laws of the State of Delaware.

Exhibit 10.4

Stock Option Agreement

(Incentive [or Non-statutory] Stock Option Under
The Joint Corp. 2014 Stock Plan)

Subject to the following terms, The Joint Corp., a Delaware corporation (the **Company**), grants to the following employee of the Company (**Employee**), as of the following grant date (the **Grant Date**), an incentive stock option (the **Option**) to purchase the following number of shares of the Company's common stock, par value $.001 per share (the **Option Shares**), at the following purchase price per share (the **Exercise Price**), exercisable in installments in accordance with the following vesting schedule, subject to expiration on the following expiration date (the **Expiration Date**):

Employee:
Grant date:
Number of option shares:
Exercise price per share:
Vesting schedule:
Expiration date of option:

Terms of Option

1. **Plan**

The Option has been granted under the The Joint Corp. Inc. 2014 Incentive Stock Plan (the **Plan**), which is incorporated in this Agreement by reference. Capitalized terms used in this Agreement without being defined (for example, the term "Administrator") have the same meanings that they have in the Plan.

2. **Exercisability**

The Option may be exercised in whole or in part at any time prior to the its Expiration Date to the extent that it is vested at the time of exercise.

Any vested portion of the Option that remains unexercised shall expire on the Option's Expiration Date, subject to earlier expiration as provided in Paragraph 5 of this Agreement.

Any unvested portion of the Option shall expire on the date that Employee's employment by the Company terminates (Employee's **Termination Date**) unless Employee's employment terminated by reason of his or her death of Disability, in which case the Option shall become fully vested as of Employee's Termination Date.

The Option shall become fully vested upon a Change in Control prior to Employee's Termination Date.

3. **Manner of Exercise**

The Option may be exercised in respect of a whole number of Option Shares (and only in respect of a whole number) by:

(a) written notice of exercise to the Administrator (or the Administrator's designee) at the Company's principal executive offices which is received prior to the Option's Expiration Date; together with

(b) full payment of the Exercise Price of the Option Shares in respect of which the Option is exercised; and

(c) full payment of an amount equal to the Company's federal, state and local withholding tax obligation, if any, in connection with the Option's exercise.

In addition, the exercise of the Option shall be subject to any procedures and policies in effect at the time of exercise that the Administrator has adopted to administer the Plan.

4. **Manner of Payment**

Employee's payment of the Exercise Price of the Option Shares in respect of which the Option is exercised, and his or her payment of the Company's withholding tax obligation, if any, in connection with the exercise, shall be made by certified or bank cashier's check or by a wire transfer of immediately available funds or, if previously approved by the Administrator, by a personal check.

In addition, payment may be made in any other manner authorized by the Plan and specifically permitted by the Administrator at the time of exercise.

5. **Early Expiration of Option**

The vested portion of the Option shall expire on the earlier of (i) 90 days after Employee's Termination Date or (ii) the Option's Expiration Date, unless Employee's employment terminated by reason of his or her death or Disability. In this case, the Option shall expire on the earlier of (i) the first anniversary of Employee's Termination Date or (ii) the Option's Expiration Date. In any case, the exercisability of the Option may be extended by the Administrator, in the Administrator's sole discretion, to any date ending on or before the Option's Expiration Date.

6. **Confidentiality and Nonsolicitation Agreement**

This Agreement and the grant of the Option are subject to Employee's agreement to enter into the confidentiality and nonsolicitation agreement which has been provided to Employee (the **Nonsolicitation Agreement**. The Company would not have granted the Option to Employee without Employee's agreement to enter into the Nonsolicitation Agreement.

7. **Transferability**

The Option may not be transferred, assigned or pledged (whether by operation of law or otherwise), except as provided by will or the applicable laws of intestacy. The Option shall not be subject to execution, attachment or similar process.

8. **Interpretation**

This Agreement is subject to the terms of the Plan, as the Plan may be amended, but except as required by applicable law, no amendment of the Plan after the Grant Date shall adversely affect Employee's rights in respect of the Option without Employee's consent.

If there is a conflict or inconsistency between this Agreement and the Plan, the terms of the Plan shall control. The Administrator's interpretation of this Agreement and the Plan shall be final and binding.

9. **No Employment Rights**

Nothing in this Agreement shall be considered to confer on Employee any right to continue in the employ of the Company or a Subsidiary or to limit the right of the Company or a Subsidiary to terminate Employee's employment.

10. **No Stockholder Rights**

Employee shall not have any rights as a stockholder of the Company in respect of any of the Option Shares unless and until Option Shares are issued to Employee following his or her exercise of the Option.

11. **Governing Law**

This Agreement shall be governed in accordance with the laws of the State of Arizona.

12. **Binding Effect**

This Agreement shall be binding on the Company and Employee and on the Company's successors and Employee's heirs and legal representatives.

13. **Effective Date**

This Agreement shall not become effective until Employee's acceptance of this Agreement and Employee's entering into the Nonsolicitation Agreement. Upon such events, this Agreement shall become effective, retroactive to the Grant Date, without the necessity of further action by either the Company or Employee.

[Signatures appear on the following page.]

The Joint Corp.

By _____

Name: _____

Title: _____

Acceptance by Employee

I accept this Stock Option Agreement and agree to be bound by all of its terms. I acknowledge receipt of a copies of the Plan and the Nonsolicitation Agreement, and I agree to enter into the Nonsolicitation Agreement.

_____

Name:

OFFICE LEASE AGREEMENT

TERRA VERDE - BUILDING ONE

between

DTR14, L.L.C.,
an Arizona limited liability company
as **"Landlord"**

and

The Joint Corp.,
a Delaware corporation
as **"Tenant"**

BASIC LEASE INFORMATION

Effective Date:	For identification purposes only, the Effective Date of this Lease is September 17, 2013.
Landlord:	DTR14, L.L.C., an Arizona limited liability company
Tenant:	The Joint Corp., a Delaware corporation
Project:	The business park comprised of approximately twenty-one (21) acres located adjacent to North Perimeter Drive, south of Bell Road in Scottsdale, Arizona and commonly known as Terra Verde. The Project is generally depicted on **Exhibit A-1** to this Lease.
Building:	The building located within the Project at 16767 North Perimeter Drive, Scottsdale, Arizona and generally depicted as Building One on **Exhibit A-1** to this Lease.
Premises:	Approximately **9,717** square feet of Rentable Area located at Suite 240 in the Building and more specifically shown on **Exhibit A-2.**
Rentable Area of Building:	**180,445** square feet of Rentable Area
Rentable Area of Premises	Approximately **9,717** square feet of Rentable Area; the final Rentable Area of the Premises will be calculated in accordance with **Paragraph 1(c)** of the Lease. The Premises will have a load factor of thirteen percent (13.00%).

Annual Base Rent:

Months 1-12	$13.00 per square foot of Rentable Area
Months 13-24	$25.25 per square foot of Rentable Area
Months 25-36	$25.75 per square foot of Rentable Area
Months 37-48	$26.25 per square foot of Rentable Area
Months 49-60	$26.75 per square foot of Rentable Area
Months 61-66	$27.25 per square foot of Rentable Area

The Annual Base Rent schedule set forth above does not include applicable rental tax, currently estimated at 2.15%. Within five (5) days of the Effective Date, Tenant shall pay, in advance, the Monthly Base Rent for the first month.

Term:	Base Term:	From the Commencement Date through and including 66 months following the Commencement Date plus the fractional calendar month, if any during which the Commencement Date occurs.
	Renewal Terms:	N/A
Scheduled Commencement Date:	February 1, 2014 (subject to adjustment as provided in **Paragraph 2(a)** of the Lease).	
Expiration Date:	66 months following the Commencement Date.	
Security Deposit:	$75,000.00	
Proportionate Share:	Estimated Building Proportionate Share: 5.39% Estimated Project Proportionate Share: 5.39% Final Proportionate Share calculations will be determined in accordance with **Paragraph 1(f)** of the Lease based on the final Rentable Area of the Premises.	
Expense Stop:	Tenant's Proportionate Share of actual 2014 ("Base Year") expenses.	
Landlord's Address for Payment of Rent:	DTR14, LLC 17207 N. Perimeter Drive, Suite 200 Scottsdale, Arizona 85255 Attn: Accounting Department	
Standard HVAC Hours:	Between 7:00 a.m. and 6:00 p.m., Monday through Friday, and between 8:00 a.m. and 12:00 p.m. on Saturday, excluding legal holidays in the State of Arizona.	

Landlord's Address For Notices:	DTR14, LLC 17207 N. Perimeter Drive, Suite 200 Scottsdale, Arizona 85255 Attn: Gary S. Elbogen, Esq. Fax: (480) 585-7803 With copy of any Default Notice to: David E. Shein, Esq. Chester & Shein, p.c. 8777 North Scottsdale Road, Suite 191 Scottsdale, Arizona 85258 Fax: (480) 922-3969
Tenant's Address For Notices:	The Joint Corp. Before Lease Commencement: 9383 E. Bahia Drive, Ste. 100 Scottsdale, AZ 85260 After Lease Commencement: 16767 North Perimeter Drive, Ste. 240 Scottsdale, Arizona Attn.: Ron Record Phone: (480) 245.5960 Email: rrecord@thejoint.com
Property Manager:	Troon Management Company 17207 N. Perimeter Drive, Suite 200 Scottsdale, Arizona 85255 Phn: (480) 563-5247 Fax: (480) 585-7803
Business Day:	Each day which is not a Saturday, Sunday or legal holiday in the State of Arizona
Additional Provision:	See **Exhibit B** – Tenant Improvement Rider

The Basic Lease Information set forth above is an integrated component of the Lease. If there is any inconsistency or conflict between any Basic Lease Information and any term or provision of the Lease, the Lease will control

LEASE EXHIBITS

Exhibit A-1: Project Site Plan

OFFICE LEASE AGREEMENT

THIS Office LEASE Agreement ("Lease") is entered into and shall be effective as of September 17 ,2013 ("Effective Date"), by and between: (i) DTR14, L.L.C., an Arizona limited liability company ("Landlord"); and (ii) The Joint Corp., a Delaware corporation ("Tenant").

Landlord and Tenant (collectively, "Parties" and individually, a "Party"), agree as follows:

1. Premises.

(a) *Lease.* On the terms and subject to the conditions set forth in this Lease, Landlord hereby leases the Premises to Tenant, and Tenant hereby agrees to lease the Premises from Landlord.

(b) *Project & Premises.* The "Project" is the multi-building commercial office complex described in the Basic Lease Information and conceptually depicted on **Exhibit A-1** to this Lease. The "Premises" are a portion of the three-story office building identified as the "Building" in the Basic Lease Information and depicted as "Building One" on **Exhibit A-1** to this Lease. In addition to the Premises and as further set forth in this Lease, Tenant will also have certain rights and obligations relating to the Parking Facilities and the Common Areas (both as defined below), The location of the Premises within the Building is depicted on **Exhibit A-2** to this Lease ("Premises Location"). The Premises will include all Tenant Improvements (as defined in, and to be installed pursuant to, the Tenant Improvement Rider attached to this Lease as **Exhibit B).**

(c) *Rentable Area.* Prior to the Commencement Date, Landlord shall calculate the number of square feet of rentable area ("Rentable Area") of the Premises ("Final Calculation"). The Final Calculation will include a load factor of thirteen percent (13.00%) and will be determined in a manner which is generally consistent with the BOMA Standard Method for Measuring Rentable Area in Office Buildings. ANSI Z 65.1-2010.

(d) *Common Areas.* During the Term, Tenant and its agents, employees and invitees shall have the nonexclusive right with others designated by Landlord to use all of the common areas ("Common Areas") situated on or within the Project. Common Areas include, but are not limited to, elevators, sidewalks, Parking Facilities, driveways, hallways, stairways, public bathrooms, common entrances, lobby areas and other similar public areas and access ways which are not part of the Premises or leased to, or used exclusively by, a specific tenant within the Project.

(e) *Project Operations.* Landlord shall cause the Building and Common Areas to be maintained in compliance with all applicable laws, ordinances, regulations and restrictive covenants. The Common Areas of the Project and the exterior of the Building, including all related landscaping, shall be maintained and operated by Landlord in a manner consistent with Class A low-rise office buildings in Scottsdale, Arizona, free, in all material respects, from any disruptive or annoying activities or events. Landlord represents and warrants to Tenant that as of the Commencement Date, the Building and the Premises comply, in all material respects, with applicable laws, ordinances, rules, regulations and codes, which includes, but is not limited to, the Americans With Disabilities Act, as amended.

(f) *Tenant's Proportionate Share.* Tenant's proportionate share of those expenses that become payable to Landlord as Additional Rent under this Lease is the "Proportionate Share". Tenant's Proportionate Share of Operating Expenses (as defined below) and Taxes (as defined below) that relate to the Project shall be a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of all buildings within the Project (including the Building). Tenant's Proportionate Share of Operating Expenses and Taxes that relate to the Building shall be a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Building. Tenant's Proportionate Share shall be adjusted from time to time during the Term, upon written notice to Tenant, as additional Rentable Area is added to, or deleted from, the Project or the Building, as the case may be. The effective date of any adjustment shall be: (i) with respect to additional Rentable Area added to the Project or Building, as the case may be, the date that a Certificate of Occupancy is issued for the shell with respect to the Building or other buildings in the Project; or (ii) with respect to Rentable Area deleted from the Project or Building, as the case may be, the effective date of the deletion.

2. Term & Possession.

(a) *Base Term & Commencement.* The initial term of this Lease ("Base Term") shall commence on the Commencement Date and, unless sooner terminated, shall expire on the Expiration Date described in the Basic Lease Information ("Expiration Date"). The Commencement Date of the Lease ("Commencement Date") shall be the date that the Tenant Improvement Work is substantially completed on the Completion Date as provided in **Section 4(d)** of the Tenant Improvement Rider attached to this Lease as **Exhibit B,** unless otherwise mutually agreed in writing by Landlord and Tenant. The Parties anticipate the Commencement Date will occur on February 1, 2014 ("Scheduled Commencement Date"). Within thirty (30) days following Commencement Date, the parties agree to execute a certificate confirming the Commencement Date and Expiration Date substantially in the form attached to this Lease as Exhibit D.

(b) *Intentionally Omitted*.

(c) *Delivery of Premises.* Subject to the early access provisions of **Paragraph 2(d),** below, Landlord will deliver possession of the Premises to Tenant by the Commencement Date.

(d) *Tenant Access.* Tenant (and its suppliers, contractors and consultants) may enter the Premises (and other portions of the Project as reasonably required) within thirty (30) days of the Commencement Date without the payment of any sum, but subject to the other requirements and covenants, of this Lease. Such early entry shall be for the sole purpose of planning for and installing Tenant's cabling, furniture, trade fixtures, equipment, phones, inventories and supplies, and shall be subject to Landlord's reasonable safeguards including, but not limited to, reasonable restrictions on hours of access and safety and security procedures. Landlord will cooperate in good faith and cause Landlord's contractors and suppliers to cooperate in good faith with Tenant and Tenant's suppliers, contractors and consultants to facilitate Tenant's ability to have its business operations fully functional in the Premises on or immediately after the Commencement Date. Prior to the Commencement Date, Tenant shall cooperate in good faith with Landlord to avoid interference with any activity of Landlord contemplated by this Lease.

3. Rent.

(a) *Annual Base Rent.* The Annual Base Rent for the Base Term shall be the amounts set forth in the Basic Lease Information. Annual Base Rent shall be paid by Tenant in monthly installments equal to one-twelfth (1/12) of the Annual Base Rent for the applicable period ("Monthly Base Rent"), commencing on the Commencement Date and continuing thereafter for the balance of the Term. Tenant shall pay each installment of Monthly Base Rent in advance, without notice or demand, on or before the first Business Day of each and every calendar month to the party specified in the Basic Lease Information or to such other person or at such other address as Landlord may designate by written notice to Tenant from time to time. If the Commencement Date occurs on a date other than the first (1st) calendar day of a month, the first installment of Monthly Base Rent shall be prorated based upon a thirty (30)-day calendar month.

(b) *Additional Rent.*

(i) Definitions.

(A) "Operating Expenses" means, subject to the limitations set forth below, all reasonable and necessary actual costs incurred by Landlord in managing, operating, maintaining and repairing the Building and all Common Areas as a Class A low-rise office complex with related facilities and amenities in Scottsdale, Arizona, including, without limitation, all costs, expenditures, fees and charges for:

(aa) operation, maintenance and repair including maintenance, repair and replacement of Common Areas, exterior light fixtures, common signage, glass and landscaping and maintenance and repair of the roof covering or membrane;

(bb) utilities and services (including telecommunications facilities and equipment, recycling programs to the extent they reduce Operating Expenses, and trash removal), and associated supplies and materials;

(cc) compensation (including employment taxes and fringe benefits) for persons who perform duties in connection with the operation, management, maintenance and repair, such compensation to be appropriately allocated for persons who also perform duties unrelated to the Project;

(dd) accounting, legal, engineering and other professional services incurred solely in connection with the operation of the Building and all Common Areas and the calculation of Operating Expenses and Taxes;

(ee) property management fees not exceeding five percent (5%) of the gross rental revenue received by Landlord for the Building (whether denominated as rent, additional rent, Common Area operating costs, taxes or otherwise);

(ff) all risk (including coverage for earthquake and flood if carried by Landlord), liability, rental income and other insurance relating to the Building or Common Areas, maintained by Landlord or applicable owner's association, and expenditures for deductible amounts paid thereunder;

(gg) non-capital expenses for construction licenses, permits and inspections;

(hh) complying with the requirements of any law, statute, ordinance or governmental rule or regulation (collectively, "Laws"), but only to the extent such Laws are enacted after the Commencement Date;

(ii) amortization of capital improvements required to comply with Laws enacted after the Commencement Date, or which reduce Operating Expenses or improve the utility, efficiency or capacity of any Building system, with interest on the unamortized balance at the rate paid by Landlord on funds borrowed to finance such capital improvements (or, if Landlord finances such improvements out of Landlord's funds without borrowing, the rate that Landlord would have paid to borrow such funds, as determined in good faith by Landlord), over such useful life as is designated in manufacturer specifications or if none, as provided by generally accepted accounting principles;

(jj) contesting in good faith for the benefit of the Building or Project or the office tenants the validity or applicability of any Laws enacted after the Commencement Date that may negatively affect the Building or Project; and

(kk) any other actual cash cost, whether or not described in this **Section 3(b)(i)(A),** which, in accordance with generally accepted accounting principles, is a non-capitalized expense of managing, operating, maintaining and repairing the Building and all Common Areas, and which is not otherwise excluded pursuant to this Lease.

(B) Operating Expenses shall not include any of the following:

(aa) except as provided by clause (ii) above, any capital expenditure and/or associated amortization and financing costs;

(bb) any costs of special services or benefits rendered to or for the benefit of fewer than all Building tenants;

(cc) any costs of improvements and alterations specifically for Tenant or any other tenant or tenants of the Building or the Project or for the preparation or improvement of any other suite within the Property;

(dd) any costs of services or other benefits which are not available to Tenant but which are available to any other tenant or tenants or other user or users of the Project;

(ee) any costs for which Landlord is reimbursed by insurance or any other tenants or occupants or users of any of the Project other than through Project tenants' payment of their pro-rata shares of Operating Expenses;

(ff) any leasing commissions, attorneys' fees or any other expenses (including without limitation advertising and other promotional expenses) incurred in connection with leasing or subleasing space in the Project or enforcing any such leases or subleases or buying, selling or financing the Project;

(gg) any fines, penalties or other costs incurred due to Landlord's or any other occupant's violation of any Law;

(hh) any payments in respect to overhead or profit to subsidiaries or affiliates of Landlord (other than the property management fees described in clause (ee) above);

(ii) any costs of decorating, redecorating, cleaning or other services not provided on a regular basis with respect to the Project and/or to all tenants of the Building;

(jj) any costs relating to relocation of tenants within the Building or the Project;

(kk) any costs of correcting defects in the construction of the Building;

(ll) any costs of any repairs made by Landlord because of the total or partial destruction of the Building or the condemnation of a portion of the Building except to the extent of any costs incurred pursuant to deductibles permitted to be maintained under the insurance required by this Lease;

(mm) any increase in insurance premium to the extent such increase is caused or attributable to the use, occupancy or act of Landlord or any other Project tenants or occupants;

(nn) any costs of overtime or other expense in curing Landlord's defaults or performing work expressly provided in this Lease to be borne at Landlord's expense;

(oo) any costs incurred because Landlord or any other person or entity (except Tenant) violated the terms of any lease, sublease or other agreement;

(pp) any costs incurred to (i) rectify any failure of the Building to comply with the Americans With Disabilities Act ("ADA") in effect on the Commencement Date; or (ii) test, survey, cleanup, contain, abate, remove or otherwise remedy hazardous wastes or materials from the Project (the foregoing does not limit Tenant's obligations under **Section** 6, below);

(qq) any Taxes or the costs associated with contesting any Taxes; or

(rr) any costs for repair or maintenance of telecommunication facilities that are or may be leased or licensed to third party providers for income.

(C) "Taxes" means all real property taxes and general, special or district assessments or other governmental impositions, of whatever kind, nature or origin, imposed on or by reason of the ownership or use of the Building and all Common Areas; any state, county or municipal governmental property lease excise tax or the equivalent thereof; and the reasonable cost of contesting by appropriate proceedings the amount or validity of any Taxes described above but only to the extent those Taxes are reduced or avoided and (on a pro-rata basis) Tenant receives a reduction or refund of those Taxes contested and paid. " Taxes" shall exclude any of the foregoing items charged directly to, and paid by, other Project tenants, occupants and users (including Tenant), interest or penalties incurred by reason of late payment of taxes, franchise taxes or similar taxes on Landlord's business, inheritance, gift, transfer, net income and profit taxes, capital levies, special assessments levied against property other than real estate.

(ii) Payment of Additional Rent.

(A) Tenant shall pay Landlord as additional rent ("Additional Rent") for each calendar year, or portion thereof: (i) Tenant's applicable Proportionate Share of Operating Expenses and Taxes that relate to the Project, generally; and (ii) Tenant's applicable Proportionate Share of Operating Expenses and Taxes that relate exclusively to the Building, but only to the extent the total of item (i) and item (ii) exceed the Expense Stop (as set forth in the Basic Lease Information).

(B) Landlord agrees that in calculating any Operating Expenses payable by Tenant under this Lease, that portion of Operating Expenses which are controllable by Landlord (excluding, specifically, Taxes, Insurance, Utilities, and other items over which Landlord has no control) will not increase more than five percent (5%) annually over the amount of such controllable Operating Expenses for the previous calendar year. The Operating Expense payable by Tenant shall be subject to a 95% gross-up if actual occupancy of the Building falls below 95%.

(C) Commencing on the Commencement Date, and thereafter with respect to each full or partial calendar year during the Term, Tenant shall pay Landlord, together with each installment of the Monthly Base Rent, an amount equal to the estimated Additional Rent for the applicable period. On or prior to the Commencement Date, and within thirty (30) days prior to the commencement of each calendar year during the Term, Landlord shall provide Tenant with an estimate of the monthly Additional Rent for the applicable period which shall be utilized for the purpose of calculating Tenant's Additional Rent payment obligations under this Lease. Within ninety (90) days following the end of each calendar year, Landlord shall provide Tenant with a written statement ("Statement") of Landlord's actual Operating Expenses and Taxes for the prior calendar year (or applicable portion thereof). If Landlord's estimate of the Additional Rent of the applicable period was less than the actual Additional Rent as set forth in the Statement, Tenant shall, within fifteen (15) Business Days following receipt of the Statement, pay the difference to Landlord. If Landlord's estimate of the Additional Rent for the applicable period was greater than the actual Additional Rent as set forth in the Statement, Tenant shall receive a credit equal to the difference which shall be applied against the next monthly installment of Rent. Each Statement shall be sufficient to enable Tenant to compare the Statement to the definitions of Operating Expenses and Taxes set forth in this Lease. Each Statement shall provide detail reasonably sufficient for Tenant to differentiate between Operating Expenses that are attributable to one hundred percent (100%) to the Premises and Operating Expenses that are subject to Tenant's Proportionate Share. Tenant shall have the right to examine and copy at Landlord's office during Landlord's normal business hours after reasonable notice to Landlord any relevant back-up information or documentation: (i) requested in good faith by Tenant within one hundred eighty (180) days after receipt by Tenant of each Statement; and (ii) which is reasonably required to enable Tenant to understand each Statement. Absent fraud or manifest error by Landlord, each Statement will be final if Tenant does not object within one hundred eighty (180) days after receipt. If the results of Tenant's examination show an overcharge to Tenant of more than five (5%) percent of the actual amount owed by Tenant, Landlord shall pay the actual and reasonable cost of such audit up to $1,500 (provided the audit is conducted by an independent certified public accountant experienced in auditing commercial office records ("Accountant") selected by Tenant and reasonably approved by Landlord, and further provided the Accountant is not compensated on a contingency fee basis) and Landlord shall refund to Tenant any overcharge of such items as discovered by the audit within thirty (30) days of notification of such findings.

(D) All Operating Expenses, Taxes and Additional Rent shall be computed on an accrual basis, provided that, no prepayment of any Operating Expense or Tax before its due date shall, regardless of date of payment, be included prior to its due dale. Each Statement and all estimates of Operating Expenses and Taxes and reconciliation statements shall be prepared by Landlord according to generally accepted accounting principles, applied in a consistent manner.

(c) *Payment of Rent.* All amounts payable or reimbursable by Tenant under this Lease, including Annual Base Rent, Additional Rent, Parking Fees (as defined below) late charges and interest (collectively, "Rent"), shall constitute and be payable and recoverable as rent, in the manner provided in this Lease. All sums payable to Landlord on demand under the terms of this Lease shall be payable within five (5) Business Days after receipt by Tenant of notice (with any related supporting computations or documentation) from Landlord of the amounts due. Rent is payable in equal monthly installments ("Monthly Base Rent"), in advance, on the first day of each calendar month without further statement or notice from Landlord. All other sums payable to Landlord shall be payable, not more frequently than monthly, on the later of: (a) the due dates for such payments as set forth in this Lease; or (b) five (5) Business Days after Tenant's receipt of Landlord's statement therefor. All Rent shall, except as otherwise specifically provided in (or by way of recoupment of matured and liquidated obligations of Landlord under) this Lease, be paid without offset, recoupment or deduction in lawful money of the United States of America to Landlord at Landlord's Address for Payment of Rent as set forth in the Basic Lease Information, or to such other person or at such other place as Landlord may from time to time designate. All other Rent items will be billed no more frequently than monthly, and will be included in one monthly statement.

(d) *Rental Taxes.* Tenant shall pay to Landlord with each installment of Monthly Base Rent, Operating Expenses, Parking Fees, Taxes, Additional Rent, or other Rent, the amount of any gross receipts, transaction privilege, sales or similar tax, exclusive of any state or federal franchise tax or personal or corporate income tax measured by the income of Landlord, payable by Landlord on account of this Lease or Tenant's payment of such items to, or on behalf of, Landlord.

(e) *Late Charge & Interest.* If any payment of Rent is not received by Landlord within five (5) Business Days after its due date, Tenant shall pay to Landlord as a late charge ("Late Charge") a sum equal to five percent (5%) of the late payment. A late charge shall not be imposed more than once on any particular installment not paid when due, but imposition of a late charge on any payment not made when due does not eliminate late charges imposed on other payments not made when due or preclude imposition of a late charge on any other payments not made when due. To the extent the payment of any sums by either Landlord or Tenant under this Lease require or permit the imposition of interest, the interest rate charged ("Interest Rate") shall be fifteen (15%) per annum.

4 . Security Deposit. Concurrently with the execution of this Lease, Tenant shall deposit with Landlord $75,000.00 ("Security Deposit") for Tenant's full and faithful performance of all the terms and conditions required under this Lease. Upon the expiration of the 36th month of the Term, provided Tenant is not in default under this Lease, Landlord shall offset $25,000 ("Rent Offset") from the Security Deposit and apply the Rent Offset toward the next due monthly installment of Annual Base Rent, leaving a Security Deposit balance of $50,000.00. At the Expiration Date, Landlord will return to Tenant any remaining portions of the Security Deposit, without interest, provided that if Tenant fails to pay any Rent or perform any covenants when due after any applicable notice and cure periods, Landlord may apply any portions of the Security Deposit toward curing such default, and Tenant shall replenish the Security Deposit to $50,000.00 immediately upon invoice by Landlord. Tenant will not be entitled to any interest or other yield upon the Security Deposit at any time, and Landlord is free to commingle, invest or otherwise use said deposit, subject to Landlord's obligation to return the Security Deposit.

5 . Tenant Improvements & Alterations. The Parties shall perform their respective obligations with respect to design and construction of any improvements to be constructed and installed in the Premises ("Tenant Improvements"), as provided in the Tenant Improvement Rider attached to the Lease as **Exhibit B.** Except for any Tenant Improvements to be constructed by Landlord or Tenant as provided in this Lease, Tenant shall not make any alterations, improvements or similar structural or non-structural changes to the Premises ("Alterations"), without Landlord's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant shall not be required to obtain Landlord's prior consent for interior non- structural changes with a total project cost under $10,000. Tenant shall provide Landlord with at least five (5) business days prior notice prior to commencing any Alterations, which are not subject to Landlord's prior consent. Any Alterations shall be completed by Tenant at Tenant's sole cost and expense: (i) with due diligence, in a good and workmanlike manner, using good materials; (ii) in compliance with plans and specifications approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; (iii) in compliance with any construction rules and regulations which have then been promulgated uniformly and in good faith and communicated by Landlord to Tenant; (iv) in accordance with all applicable Laws (including all work, whether structural or non-structural, inside or outside the Premises, required to comply fully with all applicable Laws and necessitated by Tenant's work); and (v) subject to the conditions set forth in the following sentence which Landlord may in Landlord's good faith discretion impose at the time of giving the consent. The conditions permissibly imposed by Landlord shall be limited to requirements for Tenant to: (a) provide payment or performance bonds or additional insurance (from Tenant or Tenant's contractors or design professionals, if the cost of work undertaken as a single project exceeds $50,000.00 and if Landlord would require such bonds or insurance if the contractors or professionals were retained by Landlord); (b) use contractors or subcontractors approved by Landlord, which approval shall not be unreasonably withheld or delayed (or withheld without a written explanation of the reason therefor) or delayed; and (c) remove all or part of the Alterations (except Tenant Improvements or Alterations paid for in whole or in part by Landlord) within thirty (30) days after expiration or termination of the Term, as designated by Landlord, or such Alterations will then become the property of Landlord. If any work outside the Premises, or any work on or adjustment to any of the Building systems, is required in connection with or as a result of Tenant's Alterations, such work shall be performed at Tenant's expense by contractors designated by Tenant but approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. No approval or consent by Landlord shall be deemed or construed to be a representation or warranty by Landlord as to the adequacy, sufficiency, fitness or suitability thereof or compliance thereof with applicable Laws or other requirements. In addition to any Alteration paid for in whole or in part by Landlord, and subject to the following sentence, all Alterations which would be fixtures under Arizona law if Tenant owned fee title to the Project shall upon installation become part of the Building and be the property of Landlord. Tenant may from time to time replace any Alterations upon satisfaction of all applicable requirements of this **Section 5,** provided that if any Alterations so replaced are the property of Landlord the replacement Alterations shall also be the property of Landlord.

6 . Use of Premises, Tenant shall use and occupy the Premises for general office purposes related to operating Tenant's corporate headquarters as a franchisor of chiropractic clinics and for no other purpose without Landlord's prior consent. Tenant expressly covenants and agrees that it shall not operate as a staffed (in person) bank or depository institution, with tellers, that loans money, accepts deposits, pays interest, clears checks, acts as an intermediary in financial transactions, and/or provides other financial services to its public customers ("Prohibited Use"). Tenant, at its expense, shall comply with the laws, rules and regulations of any federal, state or municipal authority, or the Arizona Fire Underwriters Rating Bureau, or with any notice from any public officer pursuant to law, or with any notice from any insurance company pertaining to Tenant's occupancy or use of the Premises. Tenant shall immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be in violation of law or the certificate of occupancy for the Building or the Premises. Tenant will not use or permit the Premises to be used for any purposes that interfere with the use and enjoyment of the Building by Landlord or the other tenants, or which, in Landlord's reasonable discretion, impair the reputation of the Building.

Tenant shall not do, or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on the Building, or violate, invalidate or conflict with fire insurance policies on the Building, fixtures or on property kept therein; provided, however, that Tenant's normal conduct of its business shall not violate this paragraph. Tenant shall not access, perform maintenance or otherwise enter or use any portion of the Premises below the finished floor or above the ceiling grid without first obtaining, in each instance, Landlord's prior written consent.

Tenant and Tenant's employees and agents shall not, in violation of any applicable laws, handle, use, manufacture, store, release or dispose of any oil, petroleum or chemical liquids or solids, liquid or gaseous products or any hazardous waste or hazardous substance (collectively, "Hazardous Materials"), as those terms are used in the *Comprehensive Environmental Response, Compensation, and Liability Act of 1980,* as amended, or in any other federal, state or local law governing hazardous substances (collectively, "Act"), as such laws may be amended from time to time at, upon, under or within the Premises or the Building or the land on which it is built, or into the plumbing or sewer or water system servicing the Premises or the Building, nor shall Tenant, its employees or agents cause or permit the discharge, spillage, uncontrolled loss, seepage or filtration of any Hazardous Materials at, upon, under or within the Premises or the Building or the land or into the plumbing or sewer or water system servicing the same. Tenant shall comply in all respects with the requirements of the Act and related regulations, and shall notify Landlord immediately if Tenant discovers any Hazardous Materials at, upon, under or within the Premises or the Building or the land. Notwithstanding the foregoing, normal quantities and use of those Hazardous Materials customarily used in the conduct of general office activities, such as copier fluids and cleaning supplies, may be used and stored at the Premises without Landlord's prior consent.

Tenant shall indemnify Landlord against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable attorneys' fees, arising out of any violation of or Default in the covenants of this **Section 6.** The provisions of this **Section 6** shall survive the expiration of the Term.

The Landlord hereby represents and warrants that to the best of Landlord's actual knowledge there are no Hazardous Materials on the Premises, Common Areas, or Project. Landlord shall defend, indemnify and hold harmless Tenant from and against claims, costs, expenses, actions, losses, damages and liabilities (including reasonable attorneys' fees) directly arising out of the existence of Hazardous Substances and/or Environmental Conditions on the Premises which: (i) Landlord introduces on the Premises, Common Areas or Project; or (ii) Landlord had actual knowledge existing on the Premises, Common Areas or Project prior to the Commencement Date and Landlord did not disclose to Tenant. This indemnification shall survive the termination of this Lease.

7. Rules & Regulations. The Parties shall be bound by and comply with: (i) the rules and regulations attached to this Lease as **Exhibit C** to the extent those rules and regulations are not in conflict with any term or provision of this Lease;and (ii) any reasonable rules and regulations adopted by Landlord for all tenants of the Building after the Effective Date, but only to the extent such rules and regulations are reasonably designed for the safety, care, order or cleanliness of the Common Areas, do not unreasonably and materially interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Premises, the Parking Facilities and the Common Areas, and do not require the payment of additional money by Tenant (collectively, "Rules and Regulations"). Landlord shall not be responsible to Tenant or to any other person for any violation of, or failure to observe, the Rules and Regulations by any other tenant or other person (except Landlord), provided that notwithstanding any provision of the Rules and Regulations to the contrary, Landlord shall not unreasonably or selectively enforce the Rules and Regulations against Tenant and shall otherwise uniformly enforce all Rules and Regulations among tenants of the Building.

8. Subletting & Assignment.

(a) *Consent.* Tenant will not transfer or assign this Lease, or sublet the Premises or any part thereof or transfer possession or occupancy of the Premises to any person, firm or corporation without the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed (collectively, "Permitted Transfer"). Tenant shall submit to Landlord such information as reasonably requested by Landlord in connection with Tenant's request for consent to a transfer, including financial statements and tax returns in order to evaluate the solvency, financial responsibility and the business acumen and experience of the proposed transferee. Any net profits derived from a sublease under any Permitted Transfer will be payable to Landlord as Additional Rent. Tenant shall pay, as Additional Rent, all of Landlord's costs and expenses (including reasonable attorney's fees) incurred in connection with any proposed transfer or assignment of this Lease, or sublet the Premises (collectively, "Proposed Transfer").

(b) *Tenant Liability.* Unless expressly released by Landlord, in its sole and absolute discretion, if there is any assignment or Permitted Transfer of this Lease or subletting of the Premises, Tenant shall remain liable to Landlord for payment of the Rent and any other amounts due to Landlord under this Lease and all other covenants and conditions of Tenant contained in this Lease.

(c) *Sale of Premises or Assignment by Landlord.* The term "Landlord" as used in this Lease shall mean the owner of the Building at the time in question. If there is a transfer (whether voluntary or involuntary) by such owner of its interest in the Building, such owner shall thereupon be released and discharged from all covenants and obligations of the Lease thereafter accruing (but not from liability for any uncured Default existing on the date of transfer) if: (i) the new owner expressly agrees in writing to assume all of Landlord's obligations under this Lease; and (ii) any Tenant funds that Landlord is holding are delivered to the new owner.

(d) *Landlord's Recapture Right.* Any assignment of this Lease or subtennancy shall be subject to Landlord's Recapture Right (as defined below). If Tenant elects to transfer or assign this Lease, or to sublease any portion of the Premises, Tenant shall first provide Landlord with written notice ("Assignment Notice") outlining the material terms of the proposed transaction and designating the portion(s) of the Premises that will be affected ("Recapture Space"). Landlord shall have ten (10) business days following receipt of any Assignment Notice to elect, in Landlord's sole discretion, to exercise Landlord's recapture right " Recapture Right" with respect to the Recapture Space. If the Recapture Space is the entire Premises, and Landlord elects to exercise its Recapture Right, the Lease shall terminate on the date that is thirty (30) days following the date of the Assignment Notice ("Recapture Date"). If the Recapture Space is less than the entire Premises, and Landlord elects to exercise its Recapture Rights,: (i) the Lease shall terminate with respect to the Recapture Space only on the Recapture Date; (ii) Tenant shall reimburse Landlord, as Additional Rent, for the cost of installing a demising wall between the Recapture Space and the remaining balance of the Premises; (iii) the Rent payable under this Lease shall be proportionately reduced based on the square footage of the Recapture Space; and (iv) Landlord and Tenant will enter into an amendment to the Lease properly evidencing the space reduction. If Landlord fails to exercise the Recapture Right within the required timeframe, the Lease shall not terminate with respect to the Recapture Space and Tenant shall be free to proceed with the proposed transaction, subject to the restrictions and requirements otherwise set forth in Paragraph 8(a), above. Landlord may lease the recaptured portion of the Premises to the proposed assignee or subtenant without liability to Tenant. Upon any recapture (or partial recapture) as provided under this Paragraph 8(d), Landlord and Tenant shall have no further obligations or liabilities to each other under this Lease with respect to the Recapture Space, except with respect to obligations or liabilities which accrue or have accrued as of the date of such termination or those obligations or liabilities which expressly survive the termination of this Lease.

9. Services & Utilities.

(a) *Building Standard Services & Utilities.* Landlord shall, at Landlord's expense and as a component of the Operating Expenses, furnish for the Premises: (i) reasonable amounts of heat, ventilation and air-conditioning to maintain temperatures for comfortable use and occupancy of the Premises during all Standard HVAC Hours specified in the Basic Lease Information ("Standard HVAC Hours"): (ii) electricity at all times that provides electric current in reasonable amounts for all normal office and administrative purposes; (iii) janitorial and trash removal services each Sunday through Thursday (except public holidays) after 6:30 p.m.; (iv) automatic passenger elevator service at all times on a non-exclusive basis through the elevator located in the Building's lobby; (v) hot and cold running water at all times sufficient for drinking, lavatory, toilet and ordinary cleaning purposes to be drawn from approved fixtures in the Premises; (vi) building standard fluorescent lamp, lighting tube, bulb and lamp ballast replacement; (vii) perimeter window washing, inside (once each year) and outside (at least twice each year); (viii) extermination and pest control when and as reasonably required; (ix) maintenance of all Common Areas, including cleaning, HVAC, illumination, signage, lawn care and landscaping maintenance; (x) Common Area toilet room supplies; (xi) maintenance, lighting, cleaning and striping of the Parking Facilities; and (xii) with prior consent of Landlord, access to the Building's Demarcation point for telecommunication services provided to the Building by Qwest/Century Link or Cox Communications or equivalent service provider as determined by Landlord, provided any additional connection fees shall be at Tenant's sole cost. All services described in the preceding sentence shall be at least consistent with those customarily furnished in Class A low-rise office buildings in Scottsdale, Arizona. Any additional utilities or services that Landlord may agree to provide (including lamp or tube replacement for other than building standard lighting fixtures) shall be at Tenant's sole expense.

(b) *Additional Services.* Landlord shall furnish HVAC services at times other than Standard HVAC Hours, which Tenant may obtain by operating thermostats or other controls for distinct zones in the Premises. Tenant shall pay for such services on an hourly basis at the rate of $6.00 per hour per zone. Landlord may, at Landlord's discretion, have the Premises separately metered for electricity, in which case Tenant shall not be required to pay a separate fee for using HVAC services at times other than Standard HVAC Hours and the total electrical expense for the Premises shall be deemed to be an Operating Expense for which Tenant is entirely responsible pursuant to Paragraph 4(b)(ii)(A)(ii), above.

(c) *Interruption of Service.* In no event shall Landlord be liable to Tenant for any interruption or failure in the supply of any utilities (including, without limitation, cable, phone and /or fiber) to the Premises. Landlord reserves the right to interrupt service of the heat, plumbing, air conditioning, cooling, electric, and sewer and water systems, when reasonably necessary, by reason of accident, or of repairs, alterations or improvements which in the good faith judgment of Landlord are desirable or necessary to be made, until such repairs, alterations or improvements shall have been completed; and Landlord shall have no responsibility or liability for failure to supply heat, plumbing, air conditioning, cooling, electric, and sewer and water service, or other service or act for the benefit of Tenant, when prevented from so doing by Force Majeure or by orders or regulations of any federal, state, county, or municipal authority (Landlord and Tenant shall each adhere to and abide by such orders and regulations without any reduction in rent or in any of Tenant's other obligations hereunder), and Tenant agrees that Tenant shall have no claim for damages nor shall there be any abatement of Annual Base Rent if any of said systems or service shall be discontinued or shall fail to function for any reason other than Landlord's negligence or failure to perform its obligations under this Lease. Landlord shall use commercially reasonable efforts to notify Tenant, in advance, of any planned interruptions and to minimize interference with Tenant's business.

(d) *Excessive Electrical & Water Usage.* Tenant will not install or operate in the Premises any heavy duty electrical or plumbing equipment or machinery, without obtaining the prior written consent of Landlord. If, in Landlord's reasonable discretion, Tenant consumes any utilities or services in excess of the normal consumption for general office use, Tenant agrees to pay Landlord for the cost of such excess consumption of utilities or services upon receipt of a statement of such costs from Landlord at the same time as payment of the Rent. Landlord may, at Landlord's discretion, have the Premises separately metered for electricity, in which case Tenant shall not be required to pay a separate fee for using HVAC services, and the total electrical expense for the Premises shall be deemed to be an Operating Expense for which Tenant is entirely responsible pursuant to **Section 3(b)(ii)(A)(ii),** above.

10. Maintenance *&* Repairs.

(a) Landlord shall maintain or cause to be maintained in reasonably good order, condition and repair, all structural portions of the roof, foundations, floors, and exterior walls of the Building, all Building systems and all public and Common Areas of the Project (including, without limitation, the Parking Facilities, elevators and Common Area restrooms, building standard electrical, lighting, mechanical, plumbing, heating, air conditioning systems, and building standard fluorescent light bulbs) in a manner comparable with other Class A low- rise office buildings in Scottsdale, Arizona; provided, however, that: (i) Tenant shall pay the cost of repairs for any physical damage to the Project or the Premises occasioned by the misuse or primary negligence of Tenant or Tenant's employees, agents or invitees, to the extent (if any) not covered by Landlord's property insurance or the insurance Landlord is required to carry pursuant to this Lease; and (ii) Tenant shall, at its sole cost and expense, be responsible for all maintenance and repair (including janitorial costs) associated with any Non-Building Standard improvements, materials and/or finishes installed in the Premises. The term "Non-Building Standard" shall mean any improvements, finishes or materials that differ in any material respect from the standard improvements, finishes and/or materials used by Landlord in the Common Areas. Tenant shall promptly report in writing to Landlord any defective condition actually known to Tenant which Landlord is required to repair. All repairs, replacements and maintenance required of Landlord shall be made: (y) within a reasonable time (depending on the nature of the repair, replacement or maintenance required) after receiving notice from Tenant or having actual knowledge, without duty of inquiry, of the need for such repair, replacement or maintenance; and (z) in a manner that does not unreasonably interfere with Tenant's ability to conduct Tenant's business in the Premises.

(b) Tenant will keep the Premises and the fixtures and equipment therein in reasonably good order and condition, normal wear and tear excepted. During the Term, and subject to Landlord's cleaning, repair and maintenance obligations, Tenant at Tenant's expense, but under the good faith direction of Landlord, shall repair and maintain the interior of the Premises, including the interior walls, floor coverings, ceiling (ceiling tiles and grid), interior Tenant Improvements and any appliances (including dishwashers, refrigerators, hot water heaters and garbage disposals) in the Premises, and keep the Premises in a clean, safe and orderly condition. Nothing contained in this **Paragraph 10(b)** is intended to modify the requirements in Section 5, above, with respect to permitted alterations.

(c) Subject to the requirements of this Lease, Landlord reserves the right at any time and from time to time, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Lease, to make changes, alterations, additions, deletions, improvements, repairs, relocations or replacements in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, stairways and other Common Areas, and to change the name by which the Building is commonly known and/or the Building's address. Landlord reserves the right from time to time to install, use, maintain, repair and replace Building signage, pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building, above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas, and to relocate any Building signage, pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Premises which are located in the Premises or located elsewhere outside the Premises. Nothing contained in this paragraph shall be deemed to relieve Tenant of any duty, obligation or liability with respect to making any repair, replacement or improvement or complying with any law, order or requirement of any government or other authority and nothing contained herein shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, supervision or repair of the Building, or any part thereof, other than as expressly provided in this Lease. Said changes, alterations, additions, deletions, improvements, repairs, relocations or replacements shall not materially damage or impair Tenant's use or occupancy.

(d) Except as otherwise expressly provided in this Lease, any and all injury, breakage or damage of any type whatsoever to the Premises or to other portions of the Building, arising from any act or omission of Tenant or its agents, employees, licensees, invitees or contractors, shall be repaired by Landlord at the sole expense of Tenant (net of insurance proceeds received by Landlord). Tenant shall reimburse Landlord for the costs of such repairs within ten (10) Business Days of receipt of written notice from Landlord of such costs. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord may have.

11. Signs & Advertisements.

(a) Landlord agrees to display, at Landlord's expense, Tenant's name on the Building directory in the size and style or lettering typically used by Landlord. The number of individual names listed on the Building directory or directories shall be subject to such limitation as shall be established from time to time by Landlord. Landlord will, at Landlord's cost, install Building standard suite entry signage at the entrance to the Premises.

(b) Except as set forth in **Section 11(c),** below, no sign, advertisement or notice shall be inscribed, painted, affixed or displayed on any part of the outside or the inside of the Building, or inside of the Premises where it may be visible from outside or from the public areas of the Building, except with Landlord's prior written consent and then only in such location, number, size, color and style (i.e., Building standard lettering) as is authorized by Landlord. If any such sign, advertisement or notice is exhibited without first obtaining Landlord's written consent, Landlord shall have the right to remove same, and Tenant shall be liable for any and all expenses incurred by Landlord in connection with said removal.

(c) To the extent permissible by law and subject to compliance with applicable covenants and conditions related to the Project, Tenant shall have the right, at Tenant's sole cost and expense, to install one (1) sign displaying its name on the exterior of the northeast elevation of the Building facing the Loop 101 Freeway ("Tenant Building Sign") in the location designated by Landlord. The location, design, size and other specifications of the Tenant Building Sign shall be consistent with Landlord's comprehensive sign plan and standard guidelines, subject to the approval by the Landlord, the City of Scottsdale and any applicable owner's association. Landlord approves the location depiction and rendering of the Tenant Building Sign as set forth on Exhibit E to this Lease, subject to: (i) compliance with Landlord's comprehensive sign plan and standard guidelines; and (ii) approval by the City of Scottsdale and any applicable owner's association.

(d) Landlord shall have the right to prohibit any published advertisement of Tenant which in Landlord's good faith opinion tends to impair the image or reputation of the Building or its desirability as a Class A office building. Upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement.

(e) Tenant's signage rights set forth in this **Section 11** are personal to Tenant and shall expire upon any Permitted Transfer.

12. Excessive Floor Load. Landlord shall have the right to prescribe the weight and method of installation and position of safes, filing facilities or other heavy fixtures or equipment. Tenant will not, without Landlord's prior written approval, install in the Premises any fixtures, equipment or machinery that will place a load upon the floor exceeding the designed floor load capacity. Tenant shall be liable for all damage (other than normal and reasonable wear and tear) done to the Building by installing or removing a safe or any other article of Tenant's office equipment, or due to its being in the Premises.

13. Moving and Deliveries. Except upon initial move-in, no freight, furniture or other bulky matter of any description shall be received into the Building or carried in the elevators, without Landlord's prior written approval, which approval shall not be unreasonably withheld. Tenant shall promptly remove from the public areas within or adjacent to the Building any of Tenant's property delivered or deposited there, and shall be responsible for any damage to the Building or the Premises caused by its moving and deliveries.

14. Parking Facilities.

(a) *Parking Ratios.* Subject to the specific terms, provisions and adjustments set forth in this **Section 14,** Landlord will maintain, for Tenant's use during the Term, parking for Tenant based on a total parking ratio not to exceed 5/1,000 square feet of Rentable Area ("Maximum Parking Ratio"), which will be administered and paid for as follows:

(i) *Covered Parking,* Landlord will at all times during the Term maintain (A) fifteen (15) covered reserved parking spaces based on a ratio of 1.5/1,000 square feet of Rentable Area ("Covered Reserved Parking Spaces") for Tenant's exclusive use, and (B) twenty-nine (29) covered unreserved parking spaces based on a ratio of 3.0/1,000 square feet of Rentable Area ("Covered Unreserved Parking Spaces") for Tenant's non-exclusive use. Commencing on the 13th month following the Commencement Date, Tenant shall pay a monthly Parking Fee at the rate of $55.00 per space per month for each Covered Reserved Parking Spaces and $40.00 per space per month for each Covered Unreserved Parking Spaces. All Parking Fees shall be payable, in advance and without demand, together with each installment of Monthly Base Rent.

(ii) *Uncovered Parking.* Tenant shall be permitted, on a non-exclusive basis, to use up to five (5) uncovered, unreserved parking spaces based on a ratio of 0.5/1,000 square feet of Rentable Area ("General Parking Spaces") at no additional charge to Tenant.

(b) *General.* The Covered Reserved Parking Spaces, Covered Unreserved Parking Spaces and General Parking Spaces shall be referred to collectively in this Lease as the "Parking Facilities." Tenant shall not use any Parking Facilities or other parking or storage areas in the Project for the overnight storage of vehicles without Landlord's prior written approval, which approval shall not be unreasonably withheld. It is understood and agreed that Landlord assumes no responsibility, and shall not be held liable, for any damage or loss to any automobiles parked in the Parking Facilities or to any personal property located therein, or for any injury sustained by any person in or about the Parking Facilities. Landlord shall use commercially reasonable efforts to enforce parking restrictions within the Parking Facilities; provided, however, Landlord shall not be liable for any parking violations of other Tenants.

15. Access.

(a) *Access to Building & Common Areas.* Tenant shall have access to the Building and the Common Areas twenty-four (24) hours per day, seven (7) days per week, by means of a key or an electronic security access system. Tenant shall, upon termination of the Lease, return to Landlord all keys and/or access cards to the Building. Landlord reserves the right to require a refundable deposit on Building keys and security access cards, which deposit shall be returned to Tenant at the time such keys and cards are returned to Landlord. Additional keys or security access cards required by Tenant for any reason will be provided upon Tenant's payment of a fee as reasonably determined by Landlord. If Tenant installs separate or replacement locks or access devises on or within the Premises, Tenant shall promptly provide Landlord with all necessary keys, access cards and access codes in order to insure that Landlord has and maintains access to the Premises as otherwise provided in this Lease.

(b) *Landlord's Access to Premises.* Landlord, its agents, employees and contractors shall have the right to enter the Premises at all reasonable times, including emergencies determined by Landlord, (a) to make inspections or to make repairs to the Premises or other premises as Landlord may deem necessary; (b) to perform nightly cleaning of the Premises; (c) to exhibit the Premises to prospective tenants during the last six (6) months of the Term; and (d) for any purpose whatsoever relating to the safety, protection or preservation of the Building. Landlord shall not be required to give Tenant notice for access to Premises to perform nightly cleaning and for emergencies determined by Landlord. Landlord shall use reasonable efforts to minimize interference to Tenant's business when making repairs or otherwise accessing the Premises pursuant to the terms of this Lease, but Landlord shall not be required to perform the repairs at any time other than during normal working hours. Landlord shall provide reasonable notice prior to entry (except in the case of emergencies or (a) or (b) above).

(c) *Restricted Access.* No additional locks, other devices or systems, including without limitation alarm systems, which would restrict access to the Premises shall be placed upon any doors without the prior written consent of Landlord.

16. Liability.

(a) *Personal Property.* All personal property of Tenant (including but not limited to furniture, equipment, trade fixtures and merchandise) located in the Premises or in the Building shall be at the sole risk of Tenant. Landlord, its agents and employees shall not be liable for any damage thereto, unless such damage is directly attributable to the negligent or willful acts of Landlord, its agents or employees. Landlord, its agents and employees shall not be liable for any accident or damage to property of Tenant resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus, unless caused by and due to the negligent or willful acts of Landlord, its agents or employees. Tenant hereby expressly releases Landlord, its agents and employees from any liability incurred or claimed by reason of damage to Tenant's property except for damage caused by the negligent or willful misconduct of Landlord, its agents or employees. Landlord, its agents and employees shall not be liable in damages, nor shall this Lease be affected, for conditions arising or resulting, and which affect the Building, due to construction on contiguous premises.

(b) *Criminal Acts of Third Parties.* Landlord, its agents and employees shall not be liable in any manner to Tenant, its agents, employees, licensees or invitees for any injury or damage to Tenant, Tenant's agents, employees, licensees or invitees or their property caused by the criminal or intentional misconduct of third parties unless such injury or damage is the proximate result of Landlord's breach of any term or provision of this Lease.

(c) *Tenant Indemnity.* Subject to the terms and conditions otherwise set forth in this Lease, Tenant shall indemnify Landlord, Landlord's property manager, and their respective owners, members, employees and agents, and save them harmless from and against any and all claims, actions, damages, liabilities and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises and/or the Common Areas, or the occupancy or use by Tenant of the Premises and/or the Common Areas or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, contractors, invitees or licensees unless proximately caused by and due to the negligent or willful acts of Landlord, its agents or employees. If Landlord, the property manager, or their respective agents or employees shall, without fault on its or their part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold the same harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid in connection with such litigation.

(d) *Landlord Indemnity.* Subject to the terms and conditions otherwise set forth in this Lease, Landlord shall indemnify Tenant, and Tenant's respective shareholders, officers, directors, employees and agents and save them harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of the occurrence in, upon or at the Premises and/or the Common Areas, or the occupancy or use by Landlord of the Premises and/or the Common Areas or any part thereof, or occasioned wholly or in part by any act or omission of Landlord, its agents, employees, contractors, invitees or licensees. If Tenant or its respective agents or employees shall, without fault on its or their part, be made a party to any litigation commenced by or against Landlord, then Landlord shall protect and hold the same harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid in connection with such litigation.

17. Insurance.

(a) *Liability Insurance.* Each Party shall maintain in full force throughout the Term commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million Dollars ($2,000,000.00) each occurrence for bodily injury and property damage combined and Two Million Dollars ($2,000,000.00) annual general aggregate coverage. Each Party's liability insurance policy or policies shall: (i) include premises liability broad form property damage coverage and personal injury coverage; (ii) provide that the insurance company has the duty to defend all insureds under the policy; (iii) provide that defense costs are paid in addition to and do not deplete any of the policy limits; (iv) cover liabilities arising out of or incurred in connection with the Premises or the Project, as applicable; and (v) extend coverage to cover liability for the actions of each Party's employees, agents and invitees. Each policy of liability insurance required by this **Section 17** shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by the other Party covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to the other Party; and (v) name the non-procuring Party, and the Property Manager identified in the Basic Lease Information ("Property Manager"), and such other parties in interest as the non-procuring Party may from time to time reasonably designate to the procuring Party in writing, as additional insureds. Such additional insureds shall be provided at least the same extent of coverage as is provided to the procuring Party under such policies.

(b) *Property Insurance.* Each Party shall at all times maintain in effect with respect to its personal property at the Project (including, with respect to Tenant, any Alterations and trade fixtures owned by Tenant), commercial property insurance providing coverage, on an "all risk" or "special form" basis, in an amount equal to at least 90% of the full replacement cost of the covered property. Either Party may carry such insurance under a blanket policy, provided that such policy provides coverage equivalent to a separate policy. During the Term, the proceeds from any such policies of insurance relating to losses incurred with respect to the Project shall be used for the repair or replacement of the property so insured. In each case, the non-procuring Party shall be provided coverage under such insurance to the extent of its insurable interest (if any) and, if requested by the non-procuring Party, both Landlord and Tenant shall sign all documents reasonably necessary or proper in connection with the settlement of any claim or loss under such insurance. Landlord will have no obligation to carry insurance on any Alterations or on Tenant's trade fixtures or personal property, and Tenant will have no obligation to carry insurance on any of Landlord's personal property.

(c) *Building Insurance.* Landlord shall maintain in effect insurance on the Building and Parking Facilities and Tenant Improvements with responsible insurers, on an "all risk" or "special form" basis, insuring the Building and Parking Facilities and Tenant Improvements in the amount of the full replacement cost thereof, excluding land. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the Building (including the Tenant Improvements) and the Parking Facilities. Landlord may, but shall not be obligated to, carry insurance against additional perils and/or in greater amounts, provided that any such additional insurance is of a type and amount carried by owner of comparable Class A office space in the Scottsdale metropolitan area. Landlord's liability coverage on the Common Areas will insure Tenant against liability for the acts or omissions of Landlord and its employees, agents and representatives.

(d) *Requirements for All Policies.* Each policy of insurance required under this **Section 17** shall: (i) be in a form, and written by an insurer, reasonably acceptable to the non-procuring Party; (ii) be maintained at the procuring Party's sole cost and expense; and (iii) require at least thirty (30) days' (or such lesser period as is reasonably available) written notice to the non-procuring Party prior to any cancellation, nonrenewal or modification of insurance coverage. All insurance companies issuing such policies shall be admitted carriers licensed to do business in Arizona. Each Party shall provide to the other, upon request, evidence that the insurance required to be carried by it pursuant to this **Section 17,** including any endorsement effecting additional insured status, is in full force and effect and that premiums therefor have been paid.

(e) *Updating Coverage.* The amounts of insurance required by this **Section 17** shall be reviewed and revised, three years after the Commencement Date and each three years thereafter, to maintain approximately the same level of coverage that exists on the Commencement Date, considering the coverage then carried by prudent landlords and tenants for Class A low-rise office buildings in Scottsdale, Arizona.

(f) *Proof of Insurance.* Prior to occupancy of the Premises by Tenant, and not less than thirty (30) days prior to expiration of any policy thereafter, each Party shall furnish to the other Party reasonably acceptable proof of insurance reflecting that the insurance required by this **Section 17** is in force, accompanied by an endorsement showing the required additional insureds reasonably requested by the other Party. Such proof may consist of a certificate or a certified copy of each insurance policy required to be in force at any time pursuant to the requirements of this Lease.

(g) *Notice of Fire and Accident.* Tenant shall give Landlord prompt notice in case of fire, theft, or accidents in the Premises, and in case of fire, theft or accidents in the Building if involving Tenant, its agents, employees or invitees.

(h) *Waiver of Subrogation.* Neither Landlord nor Tenant shall be liable (by way of subrogation or otherwise) to the other party (or to any insurance company insuring the other party) for any loss or damage to the Premises or to the property of either party covered by insurance to the extent of such insurance and all casualty insurance and other insurance carried either by Landlord or Tenant covering losses arising out of destruction or damage to the Premises or its contents or to other portions of the Building shall provide for a waiver of subrogation against Landlord and Tenant respectively on the part of the insurance company, and Landlord and Tenant mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person for which either party is required by this Lease to carry insurance.

18. Damage by Casualty.

(a) *Fire or Casualty Damage.* If there is damage or destruction of the Premises by fire or any other casualty, this Lease shall not be terminated, except as provided in **Section 18(c),** but the Premises shall be promptly and fully repaired and restored by Landlord to the extent of available insurance proceeds.

(b) *Untenantability.* If the condition referred to in **Section 18(a)** is such so as to make the entire Premises untenantable, then the Rent which Tenant is obligated to pay hereunder shall abate as of the date of the occurrence until the Premises have been fully and completely restored by Landlord. If the Premises are partially damaged or destroyed, then during the period until Landlord completes restoration of the damaged portion of the Premises, Tenant shall be required to pay Rent covering only that part of the Premises that it is able to occupy, based on the Rentable Area of the Premises that can be occupied compared to the total Rentable Area of the Premises. Any repair or restoration to be performed by Landlord under this **Section 18** shall be limited to those portions of the Premises which were constructed by Landlord or are Landlord's responsibility to maintain or repair. Tenant, at its own expense, shall repair or replace its furniture, trade fixtures, equipment, personal property and other items belonging to Tenant, and any leasehold improvements constructed by Tenant, which are damaged or destroyed by fire or other casualty. Except as hereinabove set forth, no compensation, or claim, or diminution of Rent will be allowed or paid by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the Premises or any portion of the Building of which they are a part.

(c) *Right to Terminate.* If the Premises are substantially or totally destroyed by fire or other casualty so as to be substantially untenantable, and it shall require more than one hundred eighty (180) days from the date of loss for Landlord to complete restoration of same, or at the time of the casualty less than one (1) year remains of the Term, either party, upon written notice to the other, may terminate this Lease, in which case the Rent shall be apportioned and paid to the date of said fire or other casualty. If the repair to the Premises are not substantially complete so that Tenant can reoccupy the Premises for the conduct of its business within two hundred forty (240) days from the date of loss, then Tenant may elect to terminate this Lease by giving Landlord fifteen (15) days prior written notice, in which case the Rent shall be apportioned and paid to the dates of said fire or other casualty.

19. Condemnation, If the whole or a substantial part of the Project or the Building shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to said authority to prevent such taking (collectively, a "Taking"), Landlord shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority, and Rent shall be apportioned as of that date. For purposes of this **Section 19,** a substantial part of the Premises or the Building shall be considered to have been taken if, in Landlord's good faith opinion, the taking shall render the Building commercially impractical or undesirable for Landlord to permit this Lease to continue or to continue operating the Building. Tenant shall not assert any claim against Landlord or the taking authority for any compensation arising out of or related to such taking and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant but reserves the right to assert a claim on its own behalf against the condemning authority, which claim shall have no bearing on Landlord's award. If Landlord does not elect to terminate this Lease, the Annual Base Rent and Additional Rent payable by Tenant pursuant to **Section 3** shall be adjusted (based on the ratio that the number of square feet of Rentable Area taken from the Premises bears to the number of rentable square feet in the Premises immediately prior to such taking) as of the date possession is required to be surrendered to said authority. Nothing contained in this Section shall be deemed to give Landlord any interest in any award made to Tenant for the taking of personal property, fixtures or the leasehold interest belonging to Tenant, as long as such award is made in addition to and separately stated from any award made to Landlord for the Premises and the Building or any loss of income associated with the condemnation. Landlord shall have no obligation to contest any taking.

20. Defaults and Remedies.

(a) *Default.* Each of the following shall be deemed a default ("Default") by Tenant and a breach of this Lease:

(i) Subject to **Paragraph 20(i),** below, a failure by Tenant to pay any Rent when due if such payment is not made within five (5) Business Days after receipt of written notice from Landlord;

(ii) An assignment of this Lease or subletting of the Premises in violation of **Section 8;**

(iii) A failure by Tenant to cure or correct any violation, breach or failure in the observance or performance of any other term, covenant, agreement or condition of this Lease on the part of Tenant to be observed or performed, within thirty (30) days after receipt by Tenant of written notice describing, in reasonable detail, the nature of the Default or, if such failure cannot reasonably be cured within such thirty (30) day period, Tenant fails within such thirty (30) day period to commence, and thereafter to diligently proceed to completion with, all actions necessary to cure the Default as soon as reasonably possible;

(iv) Tenant's abandonment of or suspension of business in the Premises; or

(v) Any material and adverse misrepresentation by Tenant to Landlord in connection with the negotiation and/or execution of this Lease.

(b) *Remedies.* Upon the occurrence of a Default by Tenant, Landlord shall be entitled to remedy such default as follows:

(i) Landlord shall have the right, immediately or at any time thereafter, without further notice to Tenant, to enter the Premises, without terminating this Lease or being guilty of trespass, and do any and all acts as Landlord may deem reasonably necessary, proper or convenient to cure such Default, for the account and at the expense of Tenant, and Tenant agrees to pay to Landlord as Additional Rent all damage and/or expense reasonably incurred by Landlord in so doing.

(ii) Landlord shall have the right to terminate this Lease and Tenant's right to possession of the Premises and, with or without legal process, take possession of the Premises and remove Tenant, any occupant and any property therefrom, using such force as may be reasonably necessary, without being guilty of trespass and without relinquishing any right of Landlord against Tenant. No act or thing done by Landlord shall be deemed to be an acceptance of a surrender of the Premises unless Landlord shall execute a written agreement of surrender with Tenant. Tenant's liability shall not be terminated by the execution of a new lease of the Premises by Landlord. After such a dispossession or removal, (1) the Rent and other charges which are the obligation of Tenant shall be paid up to the date Landlord's re-entry, (2) Landlord may re-let the Premises or any part or parts thereof either in the name of Landlord or otherwise, for a term or terms which may, at the option of Landlord, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease, and (3) Tenant shall pay to Landlord any deficiency between the sum of the Rent and other charges due hereunder plus the reasonable costs of relating the Premises (including broker's and attorneys' fees, and the cost of alterations, repairs and replacements reasonably necessary to re-let the Premises) and the amount of rents and other charges collected on account of the new lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the term of this Lease (not including any renewal periods, the commencement of which shall not have occurred prior to such dispossession or removal). Such deficiency shall be paid by Tenant in monthly installments on the dates specified in this Lease for payment of Rent, and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. In the alternative, Landlord shall have the right to exercise all or any of the rights and remedies afforded Landlord under law including, but not limited to, the right to terminate this Lease and recover Landlord's damages incurred as a result thereof. The damages Landlord may recover against Tenant include, but are not limited to, any Late Charge(s) otherwise due the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided, together with interest on all unpaid sums at the Interest Rate. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws if Tenant is being evicted or being dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises by reason of the default by Tenant of any of the covenants and conditions of this Lease.

(c) *Right of Landlord to Cure Tenant's Default*. If Tenant defaults in the making of any payment to any third party, or doing any act required to be made or done by Tenant relating to the Premises, then Landlord may, but shall not be required to, make such payment or do such act. The amount of any resulting expense or cost to Landlord, including reasonable attorneys' fees, with interest thereon at the Interest Rate, accruing from the date paid by Landlord, shall be paid by Tenant to Landlord and shall constitute Additional Rent hereunder, due and payable by Tenant upon receipt of a written statement of costs from Landlord. The making of such payment or the doing of such act by Landlord shall not operate to cure Tenant's default, nor shall it prevent Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled.

(d) *Lien for Rent.* Upon any Default by Tenant, Landlord shall have a lien upon the property of Tenant in the Premises for the amount of any unpaid Rent subject to any lien waiver(s) Landlord may have executed with lender(s) of Tenant. In such event, Tenant shall not remove any of Tenant's property from the Premises except with the prior written consent of Landlord, and Landlord shall have the right and privilege, at its option, to take possession of all property of Tenant in the Premises, to store the same on the Premises, or to remove it and store it in such place as may be selected by Landlord, at Tenant's risk and expense. Notwithstanding any conflicting provision of this Lease or any other provision of the Arizona Revised Statutes, Landlord shall never have any lien on or other right of any nature in, on or with respect to any records, media, files, computers or other items containing any confidential or privileged information relating to Tenant's business or clients.

(e) *Attorneys' Fees.* Tenant agrees to pay all costs and reasonable expenses of collection (including reasonable attorneys' fees) on any part of any sums due Landlord that may be collected by an attorney, suit, distress or foreclosure; and further, if Tenant fails to promptly and fully perform and comply with any material condition and covenant hereunder and the matter is turned over to Landlord's attorney, Tenant shall pay Landlord a reasonable attorneys' fee plus costs, where necessary, whether suit is instituted or not.

(f) *Landlord's Remedies Cumulative.* All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. For the purposes of any suit brought or based hereon, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained on this Lease as successive periodic sums mature hereunder.

(g) *Landlord 's Default.*

(i) If Landlord fails to perform or comply in any material manner with any provision of this Lease, Tenant may give Landlord notice of the default and Landlord shall have: (i) five (5) Business Days to cure the default, if the default can be cured by the payment of money; and (ii) thirty (30) days to cure the default, if the default cannot be cured by the payment of money, but if a non-monetary default cannot reasonably be cured within such thirty (30)-day period, Landlord will have such additional time as may be reasonably necessary to cure the default so long as Landlord promptly commences to cure the default within the 30-day period and diligently proceeds to complete such cure.

(ii) If any default by Landlord continues beyond the applicable cure period set forth in **Section 20(g)(i),** above. Tenant may pursue its rights and remedies under this Lease and Arizona Law, excepting only the right of offset or deduction of Rent, unless such remedy is expressly conferred by this Lease. In addition, Tenant may cure a default on Landlord's behalf, and the costs expended by Tenant in good faith in doing so shall be paid by Landlord upon demand together with interest thereon at the Interest Rate. If Landlord fails to pay any sum due Tenant after default and such failure continues for more than three (3) Business Days after additional notice by Tenant to Landlord and Landlord's lender, Tenant shall have, in addition to any other rights and remedies under this Lease and Arizona law, the right to offset such amounts against all payments of Rent subsequently accruing until such amount with interest at the Interest Rate is recovered in full, except that no more than fifty percent (50%) of any installment of Rent shall be offset. Upon the giving of twenty-four (24) hours notice to Landlord, Tenant shall also have the right to self-help if Landlord fails to provide heating, ventilation and air conditioning services to the Premises in the manner required by this Lease and in such event any amounts expended by Tenant shall be payable by Landlord on demand together with interest thereon at the Interest Rate and Tenant shall have, in addition to any other rights and remedies under this Lease and Arizona Law, the right to offset such amounts against all payments of Rent subsequently accruing until such amount with interest is recovered in full, except that no more than fifty (50%) of any installment of Rent shall be offset.

(h) *Non-Waiver.* Acceptance of partial payment of Rent or other partial performance, with or without the accepting Parties' knowledge of a Default or default by the other Party, or failure of either Party to take any action on account of a Default or default by the other Party, or to enforce its rights under this Lease, other than the acceptance of full payment of a cure of the Default or default, shall not be deemed a waiver of any Default or default.

(i) *Special Default Notice Rule.* Notwithstanding the provisions of **Paragraph 20(a)(i),** above, Landlord shall not be required to provide Tenant with written notice of non-payment more than one (1) time in any twelve (12) month period during the Term.

(i) *Special Default Notice Rule.* Notwithstanding the provisions of **Paragraph** 20(a)(i), above, Landlord shall not be required to provide Tenant with written notice of non-payment more than one (1) time in any twelve (12) month period during the Term. Accordingly, if Tenant fails to make any Rent payment when due and Landlord provided Tenant written notice of non-payment of Rent anytime within the prior twelve (12) month period, Landlord shall not be required to provide written notice of non-payment with respect to that payment and a Default will exist if such payment is not made within five (5) Business Days following the applicable due date.

21. Encumbrances & Public Notice.

(a) *Subordination & Attornment.* This Lease is made and shall be subject and subordinate to any existing or future encumbrance created by Landlord and covering all or any portion of the Project; provided, however, that such subordination shall only be effective as to any future encumbrance if the holder of the encumbrance agrees that this Lease shall survive the termination of the encumbrance by lapse of time, foreclosure or otherwise and that all holders of the encumbrance will be bound by this Lease and by all of Tenant's rights under the Lease and Tenant agrees to and shall attorn to the holders of such encumbrance(s). Provided the conditions of the preceding sentence are satisfied, Tenant shall execute and deliver to Landlord, within fifteen (15) Business Days after written request by Landlord and in a form reasonably requested by Landlord and consistent with this **Section 21,** any additional documents evidencing the subordination of this Lease, the nondisturbance agreement of all holders of encumbrances and Tenant's agreement to attorn ("SNDA"). If the interest of Landlord in the Project is transferred pursuant to, or in lieu of proceedings for enforcement of, any encumbrance and provided that the new owner of the Project complies with the requirements of this **Section 21,** Tenant shall immediately and automatically following notice of such transfer attorn to the new owner, and this Lease shall continue in full force and effect as a direct lease between the transferee and Tenant on the terms, and subject to the conditions, otherwise set forth in this Lease. Landlord shall use commercially reasonable efforts to receive from Landlord's current lender, a subordination, non-disturbance and attornment agreement, reasonably acceptable to Tenant, that provides (among other things) that this Lease shall survive the termination of the encumbrance by lapse of time, foreclosure or otherwise and that all holders of the encumbrance will be bound by this Lease and by all of Tenant's rights under the Lease and Tenant agrees to attorn to the holders of such encumbrance.

(b) *New Financing.* If any future mortgagee requires, as a good faith condition of any financing, that modifications to this Lease be obtained, and provided that such modifications (i) are reasonable, (ii) do not adversely affect Tenant's use and enjoyment of the Premises and the Common Areas or change the character of the Building from a Class A low-rise office building, (iii) do not materially alter the Approved Plan for the Premises, and (iv) do not increase the Rent and other sums required to be paid by Tenant, then Landlord may submit to Tenant a written amendment to this Lease incorporating mortgagee's required modifications, and, if Tenant does not execute and return to Landlord such written amendment within fifteen (15) Business Days after the same has been submitted to Tenant, then Landlord shall thereafter have the right, at its sole option, to cancel this Lease. Such option shall be exercisable by Landlord giving Tenant written notice of cancellation, immediately whereupon this Lease shall be cancelled and terminate, and any money held by Landlord on Tenant's behalf shall be returned to Tenant, and both Landlord and Tenant shall thereupon be relieved from any and all further liability or obligation under this Lease.

22. Estoppel Certificates. Tenant agrees, at any time and from time to time, upon not less than ten (10) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a written estoppel certificate (i) certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, stating the nature of same), (ii) stating the Commencement Date of the Lease Term, (iii) stating the amounts of Annual Base Rent and Additional Rent and the dates to which the Annual Base Rent and Additional Rent have been paid by Tenant, (iv) stating the amount of any Security Deposit, if any, (v) stating whether or not to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which Tenant may have knowledge, (vi) stating that Tenant has no right to setoff and no defense against payment of the Annual Base Rent or Additional Rent, (vii) stating the address to which notices to Tenant should be sent, and (viii) certifying such other matters as may be reasonably requested by Landlord. Any such certificate delivered pursuant hereto may be relied upon by an owner of the Building, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest therein, or any prospective assignee of any such mortgage. Failure to deliver the aforesaid certificate within the ten (10) days shall be conclusive upon Tenant for the benefit of Landlord and any successor to Landlord that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. Further, if Tenant fails to deliver the certificate within the twenty (20) days, Tenant permits Landlord the one-time right to execute and deliver the certificate to any third party.

23. Surrender and Inspection Upon the Expiration Date or other termination of the Term of this Lease, Tenant shall quit and surrender the Premises to Landlord broom clean and in as good order and condition as when received, ordinary and reasonable wear and tear excepted, and Tenant shall remove all of its property from the Premises and its Tenant Building Sign from the Building by the Expiration Date or other termination of this Lease. Tenant shall restore the exterior of the Building affected by the Tenant Building Sign to its condition prior to Tenant’s installation of the Tenant Building Sign. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease. If Tenant does not remove Tenant's furniture, equipment, machinery, trade fixtures, floor coverings and all other items of personal property from the Premises prior to the Expiration Date, then Tenant shall be conclusively presumed to have conveyed the same to Landlord without further payment or credit by Landlord to Tenant, and Landlord may dispose of such personal property at Tenant’s cost.

24. Tenant Holdover. If Tenant continues to remain in the Premises after the expiration of the Lease Term without Landlord’s consent, Tenant shall become a tenant of sufferance only, at a base monthly rent which is one hundred twenty-five percent (125%) of the Base Monthly Rent applicable to the last month of the Term (for the first three (3) months of a holdover) and then one hundred fifty percent (150%) of the Base Monthly Rent applicable to the last month of the Term (for each subsequent holdover month), and otherwise subject to the terms, covenants and conditions herein specified. Tenant expressly agrees to hold Landlord harmless from all loss and damages, direct and consequential, which Landlord may suffer in defense of claims by other parties against Landlord arising out of the holding over by Tenant, including without limitation attorneys' fees which may be incurred by Landlord in defense of such claims. Acceptance of rent by Landlord subsequent to the expiration of the Term shall not constitute consent to any holding over.

25. Quiet Enjoyment. So long as Tenant shall observe and perform all the covenants and agreements binding on Tenant under this Lease, Tenant shall at all times during the Term, peacefully and quietly have and enjoy possession of the Premises and nonexclusive use of the Common Areas without any encumbrance or hindrance by, from or through Landlord, except as provided for elsewhere under this Lease.

26. Limitation of Landlord's Liability. It is understood and agreed that the liability of Landlord under this Lease shall be limited solely to Landlord's assets and its interest in the Project of which the Premises form a part and the Common Areas; and that neither Landlord's members nor its officers, employees and agents, shall be personally liable for any obligations of Landlord arising out of or related to this Lease.

27. Time of the Essence. Landlord and Tenant acknowledge that time is of the essence in the performance of any and all obligations, terms, and provisions of this Lease.

28. Waiver of Trial by Jury. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Premises, and any emergency statutory or any other statutory remedy.

29. Notices. All notices required or desired to be given by either Party to the other shall be given in person, or sent by Federal Express or by certified or registered mail, postage prepaid, return receipt requested, addressed as specified in the Basic Lease Information. Either Party may, by like written notice, designate a new address to which such notices shall be directed. Notice shall be deemed to be effective when delivered in person or by Federal Express, or three (3) days after mailing.

30. Brokers. Except as separately agreed, in writing, by Landlord to: (i) Marcor Commercial Real Estate Inc. (Francis Marotta) who is representing Tenant in this transaction ("Tenant's Broker"); and (ii) Cassidy Turley (Michael Beall and Christopher Walker) who is representing Landlord in this transaction ("Landlord's Broker"), Landlord and Tenant each represents and warrants to the other that it has not employed any broker in connection with this Lease transaction. Landlord and Tenant each shall indemnify and hold harmless the other from and against any claims for brokerage or other commission arising by reason of a breach by the indemnifying party of the aforesaid representation and warranty.

31. Force Majeure. Landlord's obligations under this Lease, including Landlord's obligations to deliver the Premises shall be subject to *force majeure* delays ("Force Majeure Delays"). For the purpose of this Lease, the term Force Majeure Delays shall include delays caused by strikes, fire, unusually severe and adverse weather conditions, acts or delays of public agencies or governmental bodies, any moratorium on the issuance of governmental approvals or utility service connections or other similar government actions, freight embargoes, unanticipated shortages of necessary labor or materials or for other reasons beyond the reasonable control of Landlord. If the Commencement Date is postponed as a result of a Force Majeure Delay, the Expiration Date shall also be postponed for the same period of time.

32. Miscellaneous Provisions.

(a) *Governing Law.* The laws of the State of Arizona (excluding conflict of laws principles) shall govern the validity, performance and enforcement of this Lease.

(b) *Covenants.* The parties hereto agree that all the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision.

(c) *Successors.* All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto, shall extend to, be binding upon and inure to the benefit of their respective heirs, executors, administrators, successors and permitted assigns. This provision shall not be deemed to grant Tenant any right to assign this Lease or to sublet the Premises.

(d) *No Partnership.* Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties other than that of Landlord and Tenant.

(e) *No Representations by Landlord.* Neither Landlord nor any agent of Landlord has made any representations or promises with respect to the Premises or the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are granted to Tenant except as herein expressly set forth.

(f) *Captions.* All Section and paragraph captions herein are for the convenience of the parties only, and shall neither limit nor amplify the provisions of this Lease.

(g) *Invalidity of Particular Provisions.* If any term or provision of this Lease or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(h) *Counterparts.* This Lease may be executed in several counterparts, but all such counterparts shall constitute one and the same legal document.

(i) *Entire Agreement; Modification.* This Lease and all Exhibits hereto contain all the agreements and conditions made between the parties and may not be modified orally or in any other manner than by an agreement in writing, signed by the parties hereto.

(j) *Interpretation.* This Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

(k) *Authority.* Landlord and Tenant hereby covenant that each has full right, power and authority to enter into this Lease upon the terms and conditions herein set forth. If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, qualified to do business in the jurisdiction in which the Premises is located, that the corporation has full right and authority to enter into this Lease, and that each and both of the persons signing on behalf of the corporation were authorized to do so. If Tenant signs as a partnership, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly formed and validly existing partnership, that the partnership has full right and authority to enter into this Lease, and that each of the persons signing on behalf of the partnership were authorized to do so.

(1) *Examination of Lease.* Submission of this Lease for examination or signature by Tenant shall not constitute an offer to lease or a reservation of or option for Lease, and the same shall not be effective as a Lease or otherwise until execution and delivery by both Landlord and Tenant.

(m) *Landlord Assignment.* Landlord may, at any time after the Effective Date, assign this Lease to any party without Tenant's consent; provided, however, that: (i) Landlord shall provide Tenant with written notice of the assignment no less than thirty (30) days prior to its effective date; (ii) any assignee shall (A) be (or become on the effective date of the assignment) fee owner of the Building, and (B) agree, in writing, to become “Landlord” under this Lease and assume all of Landlord's obligations from and after the effective date of assignment; and (iii) DTR14. L.L.C. shall remain liable for any matters that accrued prior to the effective date of assignment.

(n) *Tenant Financial Statements.* Tenant agrees to deliver to Landlord, from time to time but not more than once in any consecutive twelve (12) month period, within fifteen (15) days after written request, the then most current annual financial statement(s) of Tenant prepared in accordance with generally accepted accounting principles, consistently applied and accurately reflecting the then existing financial condition of Tenant, together with such additional financial information as may be reasonably requested by Landlord; provided, however: (i) if Landlord requests such financial statements in connection with any financing arrangement or transfer of Landlord's interest in the Project or Building, the limitation set forth above with respect to one request per calendar year shall not apply; and (ii) Landlord shall promptly reimburse Tenant for its actual and reasonable third party out of pocket costs incurred in producing financial statements more frequently than once in any consecutive twelve month period.

(o) *Landlord Lien Waiver.* Landlord hereby acknowledges that Tenant may enter into a personal property lease agreement or financing for its business or equipment to be physically located at the leased premises. Provided Tenant is in not in Default, Landlord shall waive or subordinate its landlord's lien in writing as reasonably requested by any *bona fide* third-party financing company or lender with respect to any personal property financed by Tenant to be located the Premises ("Subordinated Collateral") by executing and delivering the lien waiver within fifteen (15) Business Days after written request by Tenant. Notwithstanding the foregoing, Landlord's expressly reserves all lien rights set forth in **Paragraph 20(d)**, above, with respect to any Subordinated Collateral which is released by any applicable financing company or lender.

(p) *Attorneys Fees.* If any action or proceeding, whether judicial or non-judicial, is commenced with respect to any claim or controversy arising from a breach of this Lease or seeking the interpretation or enforcement of this Lease, including any exhibits attached hereto, in addition to any and all other relief, the prevailing party or parties in such action or proceeding shall receive and be entitled to recover all costs and expenses, including reasonable attorneys' fees and costs, incurred by it on account of or related to such action or proceeding.

33. Tenant Improvement Allowance. Provided no Default exists which has not been timely cured, Landlord shall pay Tenant a tenant improvement allowance in the amount of $42.50 per square foot of Rentable Area of the Premises ("TI Allowance"), all as more particularly set forth in **Exhibit B** to this Lease.

34. Tenancy Allowance. Provided no Default exists, Landlord shall pay Tenant an amount equal to $13.00 per square foot of Rentable Area of the Premises ("Tenancy Allowance") in consideration of Tenant's agreement to enter into this Lease, occupy the Premises, comply with the terms and conditions set forth in this Lease and pay Rent during the Term. Landlord shall pay the Tenancy Allowance directly to Tenant within twenty (20) Business Days following the Commencement Date.

[Signatures appear on the following page]

Dated as of the Effective Date, by:

LANDLORD:

DTR14, L.L.C., an Arizona limited liability company

By: /s/ MC
Its: Authorized Agent

TENANT:

The Joint CORP, a Delaware corporation

By: /s/ Ron Record
Its: COO/CFO

EXHIBIT A-1

PROJECT SITE PLAN

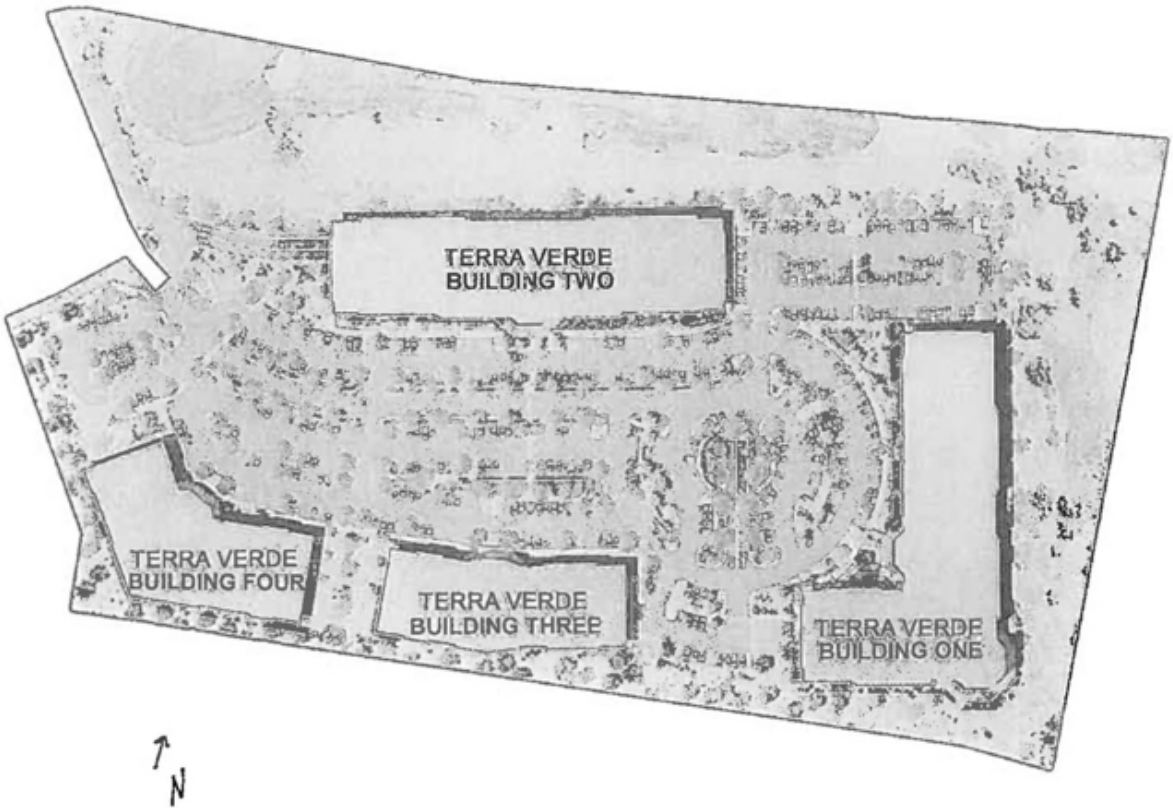


EXHIBIT A-2

DEPICTION OF PREMISES LOCATION

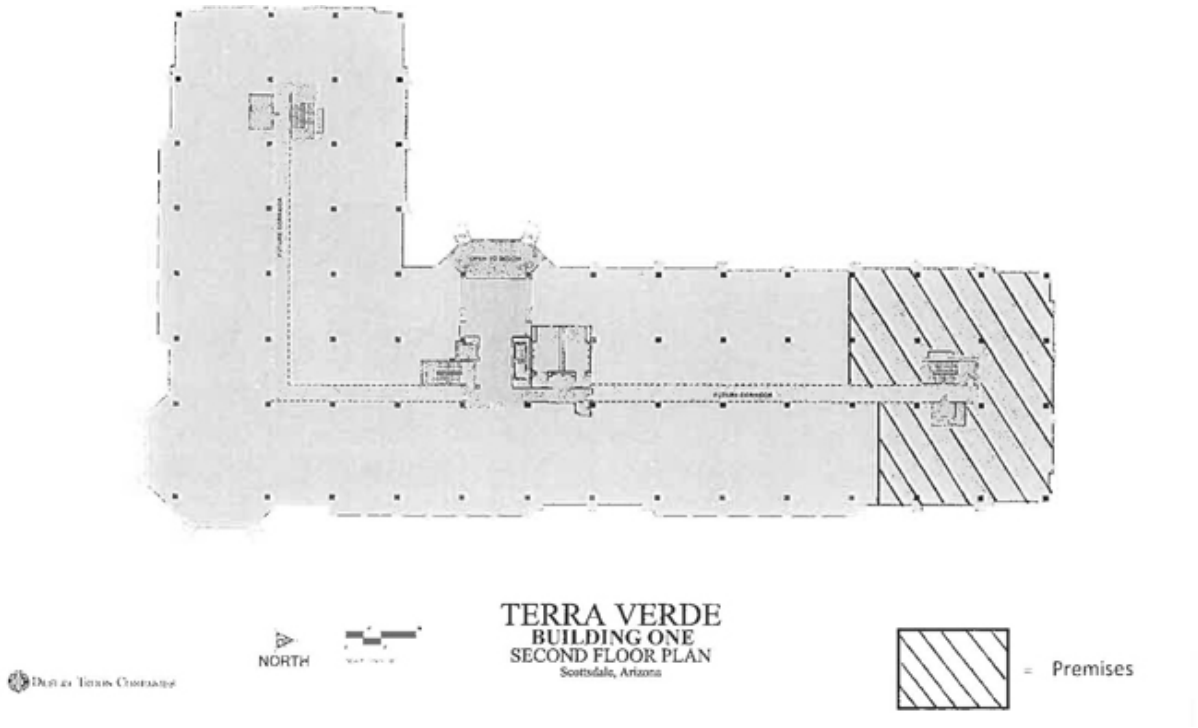


EXHIBIT B

TENANT IMPROVEMENT RIDER

1. General. This Tenant Improvement Rider ("Rider") sets forth the specific terms and conditions governing the respective obligations of Landlord and Tenant with respect to the design and installation of, and payment for, the Tenant Improvements, and the conduct of Tenant's Work (as defined below). Capitalized terms not otherwise defined in this Rider will have the meanings given them in the Lease.

2. Tenant Improvement Payment Obligations.

a. *Landlord Obligations.* In order to assist in underwriting the total cost of the Tenant Improvement Work (as defined below), Landlord will provide a tenant improvement allowance ("TI Allowance") equal to $42.50 per square foot of Rentable Area of the Premises. The TI Allowance will be used for any costs incurred in connection with the Tenant Improvement Work including, without limitation, all materials, labor, taxes, equipment, permit applications and fees, architectural work and project management fees, which include a three percent (3%) management fee payable to Landlord or an affiliate of Landlord ("Management Fee") for services such as plan review, bidding, scheduling, general contractor coordination, and delivery of the Tenant Improvement Work. Landlord's financial responsibility for the Tenant Improvement Work shall be strictly limited to the TI Allowance and, as set forth in **Paragraph 2(b)**, below, Tenant shall be responsible for the payment of any costs associated with the Tenant Improvement Work that exceed the TI Allowance.

b. *Tenant Obligations.* Tenant shall be obligated to pay all costs associated with the Tenant Improvement Work that exceed the TI Allowance. All costs and expenses associated with the Tenant Improvement Work that exceed the TI Allowance (including, if applicable, all costs and expenses associated with any Change Order Work (as defined below)), will be paid by Tenant in the same manner as Additional Rent within ten (10) days after Landlord's written demand (with any related supporting computations or documentation) from Landlord of the amounts due (with supporting computations and documentation) of such amounts.

3. Tenant Improvement Work.

a. *Approved Space Plan.* Within five (5) days following the Effective Date, Landlord and Tenant will agree upon, and approve, a final design and space plan for the Premises ("Approved Space Plan") using Landlord's designated interior architect, Phoenix Design One, Inc. ("Architect"). Landlord and Tenant agree to meet, discuss and cooperate in good faith to achieve the Approved Space Plan. The Approved Space Plan will set forth Tenant's final design and space planning requirements for the Premises in sufficient detail to permit Landlord to prepare the Final Tenant Improvement Plans (as defined below) and bid the Tenant Improvement Work. The Approved Space Plan will be part of the Tenant Improvement Work and all third-party costs associated with the preparation of the Approved Space Plan and approved by Tenant will be deducted from the TI Allowance.

b. *Final Tenant Improvement Plans.* Within twenty-five (25) days following approval of the Approved Space Plan, Landlord will prepare or cause Architect to prepare plans and specifications for the Tenant Improvement Work ("Working Drawings") which are consistent with the Approved Space Plan and include Tenant's final material selections ("Material Selections"). So long as the Working Drawings are consistent with the Approved Space Plan and the Material Selections, Tenant will approve the Working Drawings within five (5) Business Days after Tenant's receipt of the Working Drawings (or, if not consistent, notify Landlord of the inconsistency) from Landlord or Architect by providing a separate written approval. Tenant's failure to timely do so will be deemed an approval of the Working Drawings. If there are any inconsistencies of the Working Drawings from the Approved Space Plan and Material Selections, then Landlord and Tenant agree to meet, discuss and cooperate in good faith to address the inconsistencies within five (5) Business Days after Landlord's receipt of Tenant's comments. After approval of the Working Drawings, Landlord will prepare, or cause Architect to prepare, final plans and specifications for the Tenant Improvement Work ("Final Tenant Improvement Plans") which are consistent with the Working Drawings and which will be used by Landlord to bid the Tenant Improvement Work and obtain the permits necessary to enable the selected contractor to construct the Tenant Improvement Work. So long as the Final Tenant Improvement Plans are consistent with the Working Drawings agreed upon by Landlord and Tenant, Tenant will approve the Final Tenant Improvement Plans (or, if not consistent, notify Landlord of the inconsistency) within five (5) Business Days after Tenant's receipt of the Final Working Drawings from Landlord or Architect by providing a separate written approval. Tenant's failure to timely do so will be deemed an approval of the Final Tenant Improvement Plans. Landlord and Tenant agree to meet, discuss and cooperate in good faith to address any inconsistency of the Final Tenant Improvement Plans from the Working Drawings within five (5) Business Days after Landlord's receipt of Tenant's comments. With prior written notice to Tenant, Landlord and/or Architect may make non-material changes to the Final Tenant Improvement Plans as may be required by any municipal authority in order to obtain the building permit necessary to complete the Tenant Improvement Work. If any municipal authority requires material changes to the Final Tenant Improvement Plans, Landlord and Tenant will cooperate in good faith to finalize and approve the necessary changes within five (5) Business Days after notice from the municipal authority. Tenant's approval of any material changes to the Final Tenant Improvement Plans will be evidenced by a separate written approval in a form reasonably designated by Landlord. The date that Landlord obtains the building permit required to commence construction of the Final Tenant Improvement Plans will be known as the "Plan Approval Date."

c. *Project Bidding.* Within five (5) days following preparation of the Final Tenant Improvement Plans, Landlord shall submit the Final Tenant Improvement Plans for bid to at least two (2) general contractors, with one general contractor being selected by Landlord and the other selected by Tenant. Both general contractors shall be licensed in Arizona and maintain appropriate insurance coverage. Landlord shall select the successful bidder in Landlord's commercially reasonable discretion considering the contractor's commitment to meet the Tenant's required construction timeline, completeness of the bid, cost differentials for comparable work and materials, and ability to perform in accordance with the complexity and scope of the Tenant Improvement Work, provided, however, all bids shall be disclosed and reviewed with Tenant prior to Landlord's selection. The total cost associated with the successful bid for the Tenant Improvement Work will be referred to as the "TI Cost."

d. *Scope of Tenant Improvement Work & Excluded Items.* The "Tenant Improvement Work" will consist of, and be limited to: (i) the Approved Space Plan, (ii) the Working Drawings; (iii) the Final Tenant Improvement Plans; and (iv) the Tenant Improvements, constructed in accordance with the Final Tenant Improvement Plans, including any Change Order Work. The Tenant Improvement Work does not include the design, acquisition and/or installation of computer, phone, telecommunications and/or audio-visual cabling, wireless transmission facilities, trade fixtures, other office equipment, phone systems, trade fixtures, inventories, supplies, modular furniture, cubicles, storage and filing cabinets and other related items that Tenant has or will order for installation within the Premises (collectively, "FF&E"). The purchase and/or installation of the FF&E ("Tenant's Work ") shall be Tenant's sole and exclusive responsibility; provided, however, that Tenant may, at its election, utilize any unused portions of the TI Allowance to pay the costs associated with purchase and/or installation of the FF&E. The cost associated with any third-party Tenant representative project manager and/or inspector hired by Tenant for Tenant's Work shall be the exclusive responsibility of Tenant and shall not be part of the Tenant Improvement Work or the TI Cost. Notwithstanding the previous sentence, Tenant may submit a final invoice for such services to Landlord to be paid from the TI Allowance if sufficient funds remain after the payment of the TI Cost otherwise contemplated under this Rider.

4. Construction.

a. *Landlord's Obligations - Shell Building.* On the Effective Date, Landlord shall, at its own cost, tender the Premises "as-is" and "where is" in its current shell condition ("Shell Condition"). All work required to improve the Premises from Shell Condition to the condition specified in the Final Tenant Improvement Plans shall be Tenant Improvement Work.

b. *Landlord's Obligations - Tenant Improvement Work.* Landlord (or an affiliate of Landlord) shall complete the Tenant Improvement Work, subject to the Management Fee (as defined above). Subject only to Force Majeure Events (as defined below) and Tenant Delays (as defined below), Landlord will cause the Tenant Improvement Work to be commenced and completed in conformance with the Final Tenant Improvement Plans, using, as applicable, the Material Selections (or, with prior approval of Tenant, not to be unreasonably withheld, commercially reasonable substitutes if any Material Selections are not available). Subject to the TI Allowance, Landlord will pay for the Tenant Improvement Work.

c. *Tenant's Obligations.* Tenant will cooperate with Landlord and the Selected Contractor throughout the construction process and, except as otherwise expressly provided in this Rider, provide requested consents and approvals within five (5) Business Days. Tenant shall be financially responsible to coordinate and/or complete: (i) Tenant's Work; and (ii) any costs associated with the Tenant Improvement Work and any Change Order Work that exceeds the TI Allowance.

d . *Completion; Punch List.* Subject to extensions resulting from Tenant Delays and/or Force Majeure Events, Landlord will use its commercially reasonable efforts to cause the Tenant Improvement Work to be substantially completed on or before the date that is one hundred twenty (120) days after the Plan Approval Date ("Scheduled Completion Date"). The Tenant Improvement Work will be deemed to be substantially completed and the "Completion Date" will occur at such time as: (y) Landlord notifies Tenant that the Tenant Improvement Work has been substantially completed in accordance with the Final Tenant Improvement Plans, subject only to the Punch List Items (as defined below), which will not materially impair Tenant's intended use of the Premises; and (z) the City of Scottsdale has issued a temporary Certificate of Occupancy, Certificate of Completion or the reasonable equivalent, which will enable Tenant to occupy and conduct its intended use in the Premises. If Landlord obtains a temporary Certificate of Occupancy as provided in the clause (z), above, Landlord shall nonetheless diligently pursue to completion obtaining a permanent Certificate of Occupancy. Landlord shall give Tenant at least fifteen (15) days prior written notice of the anticipated Scheduled Completion Date. Landlord and Tenant will schedule and conduct an inspection of the Tenant Improvement Work no less than five (5) Business Days prior to Landlord's substantial completion. After the inspection, Tenant and Landlord shall mutually agree upon the items that Landlord is required to correct to Tenant's reasonable satisfaction ("Punch List Items"). The inspection shall be scheduled for a Business Day at a time mutually acceptable to Tenant and Landlord. Landlord shall complete the Punch List Items within thirty (30) days following the inspection. If the Tenant Improvement Work is not deemed to be substantially completed on or before the Scheduled Completion Date, Landlord agrees to use commercially reasonable efforts to complete all remaining Tenant Improvement Work within 60 days and, during this 60-day grace period ("Grace Period"), the Lease will remain in full force and effect, Landlord will not be deemed to be in breach or default of the Lease, and Landlord will have no liability to Tenant as a result of any delay except that, subject to Tenant Delays and Force Majeure Events, Tenant shall receive an abatement of Monthly Base Rent in an amount equal to one (1) day of Monthly Base Rent for each one (1) day delay for completion beyond the Grace Period.

5. Tenant Delays. The Scheduled Completion Date will be extended on a day-for-day basis if the Tenant Improvement Work has not been substantially completed by reason of any of the following (collectively, "Tenant Delays"):

(i) the failure of Tenant to confirm the Approved Space Plan within the required timeframe set forth in **Paragraph 3(a)**, above;

(ii) the failure of Tenant to confirm the Working Drawings or changes to the Final Tenant Improvement Plans within the required time frames set forth in **Paragraph 3(b),** above;

(iii) the failure of Tenant to confirm the Final Tenant Improvement Plans within the timeframe set forth in **Paragraph 3(b)**, above;

(iv) Tenant's requirements for special work or materials, finishes, or installations other than those described in the Final Tenant Improvement Plans or Tenant's requirements for special construction staging or phasing;

(v) the performance of Tenant's Work, or any Change Order Work approved by Tenant which delays the Scheduled Completion Date, or the performance of any other work in the Premises by Tenant or Tenant's Contractors (as defined below); or

(vi) any other act or omission of Tenant or any of Tenant's Contractors which results in construction delays.

6 . Change Orders. Following Tenant's approval of the Working Drawings, Tenant may only request that Landlord make changes to the Tenant Improvement Work pursuant to the terms, conditions and procedures set forth in this **Section 6.** Upon Tenant's request and Tenant's submission of the necessary information and/or plans and specifications for any changes or additions to the Tenant Improvement Work ("Change Order Work"), and Landlord's reasonable approval of the Change Order Work, Landlord will cause its contractors to perform the Change Order Work, at Tenant's sole cost and expense, subject only to the application of any unspent portion(s) of the TI Allowance. Prior to commencing any Change Order Work requested by Tenant, Landlord will submit to Tenant a written statement of the additional cost or cost savings, if any, associated with the Change Order Work and, if known, whether the Change Order Work would reasonably result in any delay in the Scheduled Completion Date, Concurrently with this statement, Landlord also will submit To Tenant a proposed tenant change order (" Tenant Change Order") for the Change Order Work. Tenant will execute and deliver to Landlord the Tenant Change Order and, subject only to the TI Allowance, will pay Landlord the entire remaining cost of the Tenant Change Order as Additional Rent pursuant to **Paragraph 2(b),** above. If Tenant fails to execute and deliver the Tenant Change Order or pay the entire cost of the Change Order Work which is in excess of the TI Allowance within the applicable period, Landlord will not perform any of the Change Order Work.

7 . Force Majeure Events. The Scheduled Completion Date will be extended for any period that Landlord is prevented from completing its construction requirements due to: (i) governmental restrictions or orders of any governmental authorities beyond the reasonable control of Landlord: (ii) strikes; (iii) labor disputes or lockouts; (iv) shortages of material or labor; (v) riots; (vi) acts of God; (vii) enemy action; (viii) Tenant Delays; (ix) civil commotion, fire, casualty, inclement weather, and the like; or (x) any other causes beyond the reasonable control of Landlord (collectively, "Force Majeure Events").

8 . Commencement Date. The "Commencement Date" shall be the date that the Tenant Improvement Work is substantially completed as provided in Section 4(d) of this Tenant Improvement Rider.

EXHIBIT C

RULES AND REGULATIONS

The following rules and regulations ("Rules and Regulations") govern Tenant's use of the Premises and Project. Tenant will also cause its employees, agents, contractors, customers, guests, invitees and, if permitted, subleasees to comply with these Rules and Regulations,

1. The sidewalks, entries, passages, elevators, public corridors, vestibules, halls, stairways and other public areas of the Building shall not be obstructed or used for any other purpose than ingress and egress,

2. Tenant shall not install or permit the installation of any projection, awnings, shades, mylar films, or sun filters on windows or to the outside walls of the Building.

3. All window blinds provided by Landlord shall be left down at all times. No curtains, blinds, shades or screens visible from the exterior of the Building may be attached to or used in connection with any window or door of the Building without the prior written consent of Landlord. Tenant shall not place anything or allow anything to be placed near or against glass partitions, doors, walls or windows which would be visible from the exterior of the Premises.

4. The doors from the corridors and other means of entry to the Premises shall be kept closed during business hours, except when being used for ingress or egress. No Building or suite doors shall be propped open at any time. Tenant will keep its valuable items locked up and doors locked after Business Hours and at other times the Premises are not in use to prevent theft.

5. No tenant shall make, or permit to be made, any excessive noises, cause disturbances or vibrations or other sound or other waves or disturbances which may be heard outside of such Tenant's Premises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set, or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out, or off, of any doors, windows, balconies or skylights or down any passageways.

6. Floor distribution boxes for electric and telephone wires shall remain accessible at all times.

7. Bicycles, skateboards, motor scooters or any other type of vehicle shall not be brought into the Building, lobby, elevators, or into the Premises, or parked on the sidewalk or parking spaces, except as required by law other than appropriate vehicles necessary for assisting the disabled. Such vehicles will be allowed only in areas designated by Landlord,

8. No animal (other than a seeing-eye dog) shall be permitted within the Premises or anywhere in the Building at any time.

9. Tenant will not conduct any activity within the Premises which will create excessive traffic anywhere in the Building.

10. Tenant parking shall be as set forth in the Lease. Tenant will not park or permit parking in any areas designated by Landlord for parking by visitors of the Project or for the exclusive use of other tenants or occupants of the Project. Only passenger vehicles may be parked in the parking areas. Parking is prohibited in areas not striped for parking, in aisles where "no parking" signs are posted, on ramps, in cross-hatched areas, in loading areas, fire lanes or in such other areas as may be designated by Landlord. Any violation of the parking rules set forth in this Paragraph shall subject the vehicle to removal at the vehicle owner's expense. Nothing in these Rules and Regulations shall modify Landlord's obligations regarding the Parking Facilities as otherwise set forth in the Lease.

11. Parking stickers or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities must be displayed as requested. Such devices are not transferable and any device in the possession of an unauthorized holder will be void. Each user of the parking area may be required to sign a parking agreement, as a condition to parking, which agreement may provide for the manner of payment of any parking charges and other matters not inconsistent with this Lease.

12. No overnight or extended term parking or storage of vehicles is permitted.

13. All responsibility for damage, loss or theft to vehicles and the contents thereof is assumed by the person parking their vehicle.

14. Tenant shall not make any room-to-room solicitation of business from other tenants in the Building and Tenant acknowledges that canvassing and peddling of any kind in the Building are prohibited. Tenant shall not distribute any handbills or other advertising matter on automobiles parked in the parking area. Canvassing, soliciting, and peddling in the Building are prohibited, and each tenant shall cooperate in seeking their prevention.

15. Immediately upon the sounding of the Building fire alarm, Tenant, its agents, employees and invitees shall use marked exits and exit stairways to evacuate the Building and will comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

16. Smoking of any tobacco product is prohibited in the Building and exterior areas located within 25 feet of the Building except as designated and redesignated in writing from time to time by Landlord in its sole discretion, and Tenant will not smoke anywhere within the Project, including, without limitation, the Premises and the sidewalks, entrances, passages, corridors, halls, elevators and stairways of the Building, other than the smoking areas, if any, designated in writing by Landlord. All smoking materials must be disposed of in ashtrays or other appropriate receptacles provided for that purpose.

17. Eating and drinking are prohibited in the public areas of the Building.

18. No showcases or other articles, including furniture, shall be put on the balcony, in front of or affixed to any part of the exterior of the Premises, or placed in the halls, corridors, vestibules, balconies or other appurtenant or public parts of the Building.

19. Any water and wash closets, drinking fountains and other plumbing fixtures in any Premises or the Building shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances (including, without limitation, coffee grounds) shall be thrown therein.

20. No tenant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, or explosive fluid, material, chemical, or substance in or about the space demised to such tenant.

21. Except for the hanging of artwork, bulletin boards or similar items on interior walls, no tenant shall make, paint, drill into, or in anyway deface, any part of the interior or exterior of the Building or the space demised to such tenant. No boring, cutting, or stringing of wires shall be permitted.

22. No tenant shall cause or permit any odors, obnoxious or harmful fumes, smoke or other discharges which may be offensive to the other occupants of the Building or otherwise create any nuisance to emanate from the space demised to such tenant.

23. Tenant shall promptly report to Landlord any cracked or broken glass on the Premises.

24. Landlord shall have the right to prohibit any advertising by any tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon notice from Landlord, such tenant shall refrain from or discontinue such advertising. Tenant will not use the name of the Building or the Project in connection with or in promoting or advertising the business of Tenant except as Tenant’s address.

25. Each tenant, before closing and leaving the space demised to such tenant at any time, shall see that all entrance doors are locked.

26. No space demised to any tenant shall be used, or permitted to be used, for lodging or sleeping. The Premises will not be used for cooking (other than the heating of food from one or more microwave ovens) or for any immoral or illegal purpose.

27. All equipment and machinery belonging to any tenant which causes noise, vibration or electrical interference that may be transmitted to the structure of the Building, to any space therein, or that may unreasonably interfere with the operation of any device, equipment, computer, video, radio, television broadcasting or reception from or within the project to such degree to be objectionable to Landlord and any tenant in the Building shall be installed and maintained by each such tenant, at such tenant's expense, on vibration eliminators or other devices sufficient to eliminate such noise or vibration.

28. Tenant will not waste electricity, water or air conditioning and shall reasonably cooperate with any efforts of Landlord to conserve energy and ensure the most effective operation of the Building's heating, air conditioning, ventilation and utility systems. Tenant will not use any method of heating or air conditioning (including, without limitation, fans or space heaters) other than those approved in writing by Landlord.

29. No utilities serving the Premises will be overloaded.

30. No additional locks or similar devices will be attached to any door or window and no keys other than those provided by Landlord will be made for any door or window.

31. All loading, unloading, receiving or delivery of goods, supplies, furniture or other items will be made only through entryways provided for such purposes. Deliveries during normal office hours will be limited to normal office supplies and other small items. No deliveries will be made which impede or interfere with other occupants of the Building. No equipment, materials, furniture, packages, supplies, merchandise or other property will be received in the Building or carried in the passenger elevators except between such hours and in such elevators as may be designated by Landlord.

32. Tenant will not use at the Project any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve.

33. Tenant shall store all its trash and garbage in proper receptacles within its Premises or in other facilities provided for such purpose by Landlord. Tenant shall not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Landlord. Tenant will cooperate with any recycling program at the Project.

34. Landlord will have the right to specify the proper position of any safe, equipment or other heavy article, which shall only be used by Tenant in a manner which will not interfere with or cause damage to the Premises or the Building. Tenant will not overload the floors or structure of the Building.

35. Persons may enter the Building only in accordance with such regulations as Landlord may provide, and persons entering or departing from the Building may be questioned as to their business in the Building. The right is reserved to require the use of an identification card or other access devices or procedures an/or the registering of persons as to the hour of entry and departure, nature of visit, and other information deemed necessary by Landlord for the protection of the Building.

36. All janitorial services for the Premises shall be provided exclusively through Landlord. Tenant shall not cause any unnecessary janitorial labor by carelessness or indifference to the cleanliness of the Project.

37. Landlord reserves the right to exclude or expel from the project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of these Rules and Regulations.

EXHIBIT D

COMMENCEMENT MEMORANDUM

THIS COMMENCEMENT MEMORANDUM ("Memorandum"), is entered into as of _____, 20__, ("Memorandum Date"), by and between: (i) DTR14, L.L.C., an Arizona limited liability company ("Landlord"); and (ii) The Joint Corp., a Delaware corporation ("Tenant").

Background

A. Landlord and Tenant entered into that certain Office Lease Agreement (Terra Verde – Building One), dated as of September __, 2013 ("Lease"), relating to Suite 240 ("Premises") of the building located at 16767 North Perimeter Drive, Scottsdale, Arizona.

B. Tenant is in possession of the Premises and the term of the Lease has commenced.

C. Landlord and Tenant agreed to enter into an agreement setting forth certain information with respect to the Premises and the Lease.

D. On the terms and subject to the conditions set forth in this Memorandum, Landlord and Tenant desire to confirm certain information relating to the Lease.

Memorandum

1. Definitions. Capitalized terms not otherwise defined in this First Amendment shall have the meanings given them in the Existing Lease.

2. Commencement Date. The Commencement Date is _____ __, 20__.

3. Expiration Date. The Expiration Date is _____ __, 20__, unless earlier terminated.

4. No Additional Modifications. The Lease and this Memorandum constitute a single integrated agreement between Landlord and Tenant governing Tenant's use and occupancy of the Premises and supersede and replace any and all agreements, whether written or oral. Except as otherwise expressly set forth in this Memorandum, all terms and provisions set forth in the Lease shall remain in full force and effect.

[*Signatures appear on the following page*]

EXECUTED as of the Memorandum Date by:

LANDLORD:

DTR14, LLC., an Arizona limited liability company

By: _____
Its: _____

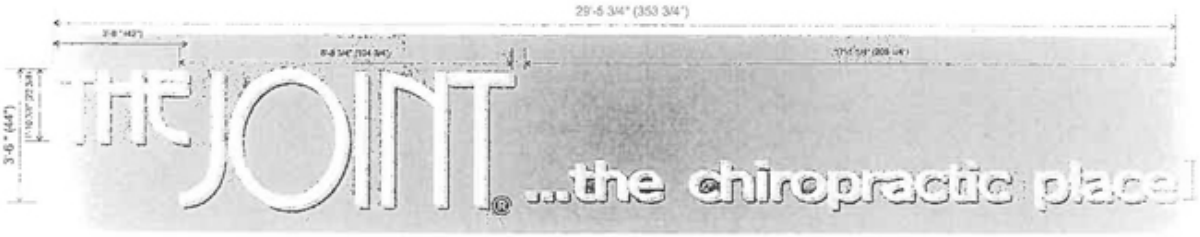
TENANT:

THE JOINT CORP., a Delaware corporation

By. _____
Its: _____

EXHIBIT E

DEPICTION OF TENANT BUILDING SIGN



SCALE: 1/2"=1'-0"
SCOPE OF WORK:

MANUFACTURE AND INSTALL ONE (1) HALO ILLUMINATED REVERSE PAN CHANNEL LETTERSET AS FOLLOWS:

CONSTRUCTION
- .063 CLC WHITE RETURNS WITH .090 ALUMINUM FACES PAINTED WHITE (SATIN) WITH 3/16" CLEAR ACRYLIC BACKERS.

ILLUMINATION
- ILLUMINATED WITH 'WHITE' LED MODULES

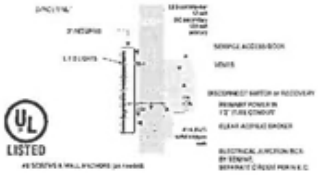
INSTALLATION
- TO BE STUD MOUNTED 1" FROM THE BUILDING FASCIA AS SHOWN IN THE SIDE DETAIL

All Signs Shall Be Installed In Accordance With N.E.C. Article 600

Engineering Specifications
All Signs Fabricated as per U.L.C.S. Specifications & 2006 I.B.C.

Electrical Specifications
All Signs Fabricated as per 2005 N.E.C. Specifications

HALO ILLUMINATED REVERSE PAN CHANNEL LETTERS
WITH L.E.D. ILLUMINATION



UL LISTED

BOOTZ & DUKE Signs
4826 W. Whitman Ave. - Phoenix, AZ - 85019
P: (602) 272-9356 F: (602) 272-4688
www.bootzandduke.com

Customer: The Joint	Design #: K-17471-13
Address: Arizona	Date: August 22, 2013
Salesman: Brent VanDemer	Revision: [2]- Date
Designer: Kenney Wicker	Page: 1 of 1

NOTE: ALL SIGNS MANUFACTURED BY BOOTZ AND DUKE SIGNS ARE 120 VOLT ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING.

EXHIBIT E

DEPICTION OF TENANT BUILDING SIGN

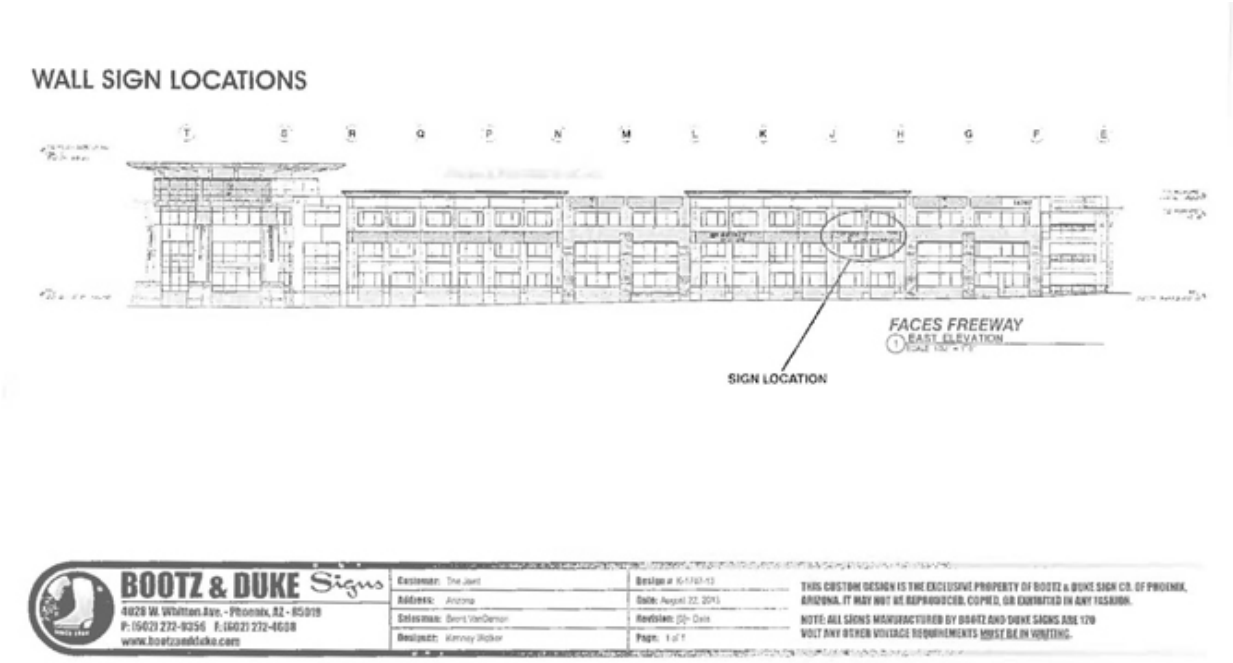


Exhibit 10.6

EMPLOYMENT AGREEMENT

THIS AGREEMENT (the "Agreement") dated as of December __, 2013 is made and entered into by and between The Joint Corp., a Delaware corporation (the "Company"), and David M. Orwasher (the "Executive").

WHEREAS, the Company wishes to retain the services of Executive as a senior executive of the Company who is expected to make major contributions to the short and long-term profitability, growth and financial strength of the Company; and

WHEREAS, Company and Executive believe that it is in their respective best interests to enter into and deliver this Agreement; and

WHEREAS, the Executive acknowledges that in the course of his employment by the Company, he will or may have access to and become informed of the Company's confidential information and will frequently come into contact with the Company's regional developers, franchisees and management such that the Executive will influence the business and relationships between the Company and its regional developers, franchisees and management; and

WHEREAS, the Executive has agreed to certain confidentiality, non-solicitation and non-competition agreements and acknowledges that the compensation and other benefits payable to the Executive hereunder represent adequate compensation for such agreements; and

WHEREAS, the Company recognizes that, as is the case for most companies, the possibility of a Change in Control (as defined below) exists; and

WHEREAS, the Company desires to ensure both present and future continuity of management and desires to establish certain severance benefits for the Executive, applicable in the event of the termination of the Executive's employment for reasons other than Cause (as defined below); and

WHEREAS, the Company desires to ensure that its senior executives are not practically disabled from discharging their duties in respect of a proposed or actual transaction involving a Change in Control and to provide certain benefits for the Executive, applicable in the event of a Change in Control.

NOW, THEREFORE, the Company and the Executive agree as follows:

1. **Certain Defined Terms.** In addition to terms defined elsewhere herein, the following terms have the following meanings when used in this Agreement with initial capital letters:

   (a) "Base Pay" means the Executive's annual base salary as provided in Section 5 of this Agreement, at a rate not less than the Executive's annual fixed or base compensation as in effect for Executive immediately prior to the occurrence of a Change in Control or such higher rate as may be determined from time to time after a Change in Control by the Board or a committee thereof.

(b) "Board" means the Board of Directors of the Company.

(c) "Cause" means

(i) intentional engagement by the Executive in misconduct which is materially injurious to the Company, monetarily or otherwise;

(ii) intentional act by the Executive of fraud, embezzlement or theft in connection with his duties or in the course of his employment with the Company or any subsidiary;

(iii) intentional damage by the Executive to property of the Company or any subsidiary;

(iv) material breach of Section 14 or Section 15 hereof;

(v) intentional engagement by the Executive in any Competitive Activity;

(vi) intentional wrongful disclosure by the Executive of confidential information of the Company or any Subsidiary; or

(vii) the determination by unanimous vote of the Board then in office (excluding the Executive if he is a Director) that the Executive has demonstrated an objective, material inability to effectively discharge the duties given to the Executive under this Agreement such that same are directly and substantially injurious to the company; provided, however, that this subsection (vii) shall be void and have no further effect upon the earlier of (A) the Executive's relocation to the Scottsdale Arizona area or (B) 9 months from the date hereof.

For purposes of this Agreement, no act or failure to act on the Executive's part shall be deemed "intentional" if it was due primarily to an error in judgment or negligence, but it shall be deemed "intentional" only if it was not in good faith and without reasonable belief that his act or failure to act was in the Company's best interest. Notwithstanding the foregoing, the Executive shall not be deemed to have been terminated for "Cause" hereunder unless and until the Executive receives a copy of a resolution duly adopted by the affirmative vote of not less than two-thirds of the Board then in office (or the unanimous vote of the Board in the case of subsection (vii), and excluding the Executive if he is a Director) at a meeting of the Board called and held for such purpose, after reasonable notice to the Executive and an opportunity for the Executive, together with his counsel (if the Executive chooses to have counsel present at such meeting), to be heard before the Board, finding that, in the good faith opinion of the Board, the Executive was guilty of conduct constituting "Cause" as herein defined and specifying the particulars thereof. Nothing herein will limit the right of the Executive or his beneficiaries to contest the validity or propriety of any such determination.

(d) "Change in Control" means the occurrence during the term of this Agreement of any of the following events:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 15% or more of the combined voting power of the then outstanding Voting Stock; provided, however, that for purposes of this Section 1(d)(i), the following acquisitions shall not constitute a Change in Control: (A) A Successful IPO as is defined hereinafter (B) a private financing that does not transfer more than 50% of the voting power of the Company (C) any acquisition by the Company, (D) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any Subsidiary or (E) any acquisition by the Company pursuant to a Business Combination (as defined below) that complies with clauses (I), (II) and (III) of subsection (iii) (B) of this Section 1(d);

(ii) when individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board except that any individual becoming a Director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least two-thirds of the Directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination), and is not pursuant to a form of Business Combination as is hereinafter defined, shall be deemed to have been a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of Directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) consummation of (A) a reorganization, merger or consolidation (B) a sale or other disposition of all or substantially all of the assets of the Company (each, a "Business Combination"), unless, in each case, immediately following such Business Combination, (I) all or substantially all of the individuals and entities who were the beneficial owners of the common stock and all or substantially all of the individuals and entities who were the beneficial owners of the Voting Stock of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of Directors of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other and the Executive as their ownership, immediately prior to such Business Combination, of the common stock and the Voting Stock of the Company, (II) no Person (other than the Company, such entity resulting from such Business Combination or any employee benefit plan (or related trust) sponsored or maintained by the Company, any Subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 15% or more of the then outstanding shares of common stock of the entity resulting from such Business Combination or the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of such entity and (III) at least a majority of the members of the Board of Directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with clauses (I), (II) and (III) of subsection (iii) (B) of this Section 1(d);

(e) "Competitive Activity" means the Executive's participation, without the written consent of the Board of the Company, directly or indirectly, as a shareholder, member, employee, officer, consultant or director of a business enterprise engaged in a "Restricted Business" if such enterprise engages in competition with the Company.

(f) "Disabled" means the Executive's incapacity due to physical or mental illness to substantially perform his duties on a full-time basis for six consecutive months unless the Executive returns to the full-time performance of the Executive's duties for a period of at least three consecutive months no later than 30 days after the Company has given the Executive a notice of termination. If the Executive disagrees with a determination to terminate him because the Company believes he is Disabled, the Company and the Executive, or in the event of the Executive's incapacity to designate a doctor, the Executive's legal representative, together shall choose a qualified medical doctor who shall determine whether the Executive is Disabled. If the Company and the Executive cannot agree on the choice of a qualified medical doctor, then the Company and the Executive each shall choose a qualified medical doctor and the two doctors together shall choose a third qualified medical doctor, who shall determine whether the Executive is Disabled. The determination of the chosen qualified medical doctor as to whether the Executive is Disabled shall be binding upon the Company and the Executive unless such determination is clearly made in bad faith.

(g) "Employee Benefits" means the perquisites, benefits and service credit for benefits as provided under any and all employee retirement income and welfare benefit policies, plans, programs or arrangements in which Executive is entitled to participate, including without limitation any stock option, stock purchase, stock appreciation, savings, pension, supplemental executive retirement, or other retirement income or welfare benefit, deferred compensation, incentive compensation, group or other life, health, medical/hospital or other insurance (whether funded by actual insurance or self-insured by the Company), disability, salary continuation, expense reimbursement and other employee benefit policies, plans, programs or arrangements that may now exist or any equivalent successor policies, plans, programs or arrangements that may be adopted hereafter by the Company, and/or pursuant to the terms of this Agreement, providing perquisites, benefits and service credit for benefits at least as great in the aggregate as are payable thereunder prior to a Change in Control.

(h) "Employment Provisions" means the provisions contained in sections 3 – 8 of this Agreement.

(i) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

(j) "Incentive Pay" means an annual amount equal to not less than the highest aggregate annual bonus, incentive or other payments of cash (or, if taken in lieu of cash, stock) compensation, in addition to Base Pay, made or to be made in regard to services rendered in any calendar year during the term of this agreement in the three calendar years immediately preceding the year in which a Change in Control occurs pursuant to any bonus, incentive, profit-sharing, performance, discretionary pay or similar agreement, policy, plan, program or arrangement (whether or not funded) of the Company, or any successor thereto providing benefits at least as great as the benefits payable thereunder prior to a Change in Control.

(k) "Involuntary Termination" means the occurrence of any of the following: (i) the Company gives written notice to the Executive that the Company intends to terminate or adversely modify the terms of the Employment Provisions contained in this agreement, (ii) the Company reduces the Executive's title or base salary, Incentive Pay and/or benefits from those set forth in Section 5 of this Agreement, or (iii) unless otherwise agreed by the Executive, the Company relocates the Executive or his offices or the principal place where he is required to perform his duties hereunder farther than 50 miles from Scottsdale, Arizona.

(l) "Restricted Business" means (i) any business or division of a business which consists of providing chiropractic services, (ii) any business of a kind in whole or in part similar to that heretofore or hereafter engaged in by the Company or any of its subsidiaries, and (iv) any other principal line of business developed or acquired by the Company or its affiliates.

(m) "Subsidiary" means an entity in which the Company directly or indirectly beneficially owns 50% or more of the outstanding Voting Stock.

(n) "Successful IPO" means an initial public offering of the Company's common stock in which the market capitalization of the Company immediately following the initial public offering qualifies for listing on the NASDAQ national market exchange.

(o) "Termination Date" means the date on which the Executive's employment is terminated (the effective date of which shall be the date of termination, or such other date that may be specified by the Executive if the termination is pursuant to Section 10(b)).

(p) "Voluntary Termination" means the occurrence of any of the following: (i) the date two weeks after the Executive gives written notice to the Company that the Executive intends to terminate the Employment Provisions or if later, the date specified in such written notice, (ii) the Executive dies or (iii) the Executive becomes Disabled.

(q) "Voting Stock" means securities entitled to vote generally in the election of directors.

2. **Term.** The term of this Agreement commences on the date this Agreement is mutually executed and, subject to any benefit or compensation continuation requirements under applicable law and/or this Agreement, expires on the earliest of (i) an Involuntary Termination, (ii) a Voluntary Termination or (iii) three years from the date hereof.

3. **Employment.** The Company hereby agrees to employ the Executive, and the Executive hereby agrees to be employed by the Company, upon the terms and conditions herein set forth.

4. **Duties of the Executive.** The Executive shall serve as President and Chief Operating Officer of the Company. The Executive shall report directly to the Chief Executive Officer or in the absence of a Chief Executive Officer, to the Company's lead director. The Executive shall devote his full time and best efforts to the Company's business of providing chiropractic services through franchised and Company-owned clinics, the sale of franchises and any other related duties and responsibilities that may from time to time be prescribed by the Chief Executive Officer or lead director. So long as it does not interfere with the Executive's employment hereunder, the Executive may serve as an officer, director or otherwise participate in educational, welfare, social, religious and civic organizations.

5. **Compensation.**

(a) The Company shall pay the Executive an initial base salary of $310,000.00 per annum, payable at the times and in the manner consistent with the Company's general policies regarding compensation of senior executives. Such base salary includes any salary reduction contributions to (i) any Company-sponsored plan that includes a cash-or-deferred arrangement and employee contribution under Section 401(k) of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) any other Company-sponsored plan of deferred compensation or (iii) any Company-sponsored "cafeteria plan" under Section 125 of the Code.

(b) The Executive shall be entitled to earn cash incentive compensation under the Company's executive incentive compensation plan or such other management incentive program or arrangement as shall be approved by the Board, on the most favorable terms and conditions available to senior executive and management employees and shall be eligible thereunder to receive an annual cash incentive bonus in an amount equal to up to 50% of Executive's base salary for such fiscal year based on the achievement of objectives agreed to by the Executive and the Board or a committee of the Board. Such cash incentive compensation shall be payable for such fiscal year in two semi-annual installments following the determination of the extent to which such objectives have been met.

(c) Subject to shareholder approval to expand the Company's 2013 Stock Plan (the "Plan"), the Company will, immediately following such approval (i) grant to Executive as Restricted Stock (as defined in the Plan), 93,750 shares, and (ii) issue to Executive incentive stock options for 93,750 shares, together representing five percent (5%) of the Company's fully diluted Common Stock, par value $.001 per share (the "Common Stock") issued and outstanding as of the date of this Agreement. Such Restricted Stock and stock options so granted shall vest as follows:

(i) 37,500 shares of Restricted Stock ("Grant A") and 37,500 stock options ("Grant A Option"), shall vest over a 48 month period in consecutive, equal monthly installments beginning on the date of grant;

(ii) 56,250 shares of Restricted Stock ("Grant B") and 56,250 stock options ("Grant B Option"), will vest commencing upon the closing of a Successful IPO and over the ensuing consecutive 36 month period as follows: 50% of the shares in equal monthly installments during the consecutive, successive 12 months commencing on the date of the IPO; 30% in consecutive equal monthly installments commencing on the first anniversary of the IPO; and 20% of the shares in equal monthly installments during the 12 consecutive, successive months commencing on the second anniversary of the date of the IPO such that the total amount of Grant B and Grant B Option vested over this 36 month period shall equal 100%; and

(iii) The provisions of Subsections (i) and (ii) above notwithstanding, in the event the Company participates in a Business Combination during the term of this Agreement, as the same may be extended, in which the aggregate consideration received by the Company or its shareholders exceeds $30 million, then the number of shares granted Executive pursuant to Grant A and Grant B and Grant A Option and Grant B Option will vest immediately prior to the consummation of the Business Combination so that the total percentage of vested shares of Grant A, Grant A Option, Grant B and Grant B Option combined, immediately prior to the Business Combination, will equal the same percentage as the amount of consideration received by the Company or its shareholders in excess of $30,000,000 bears to $120,000,000.

Example: Assume the Company enters into a Business Combination in which the shareholders receive $90,000,000 in cash. The amount received by the shareholders in excess of $30,000,000 is $60,000,000. The percentage that $60,000,000 bears to $120,000,000 is 50%. Thus the Executive is entitled to full vesting of 50% of the combined Grant A, Grant A Option, Grant B and Grant B Option (including amounts already vested).

(d) The Executive will be eligible for annual grants of stock options under the Plan in the discretion of the Board or the Plan Administrator. To the extent permitted by applicable law and the terms and conditions of the Plan, the above-referenced stock options shall be "incentive stock options" as that term is defined under Section 422 of the Code and any remaining stock options shall be non-qualified stock options.

(e) Such options would become exercisable in equal, consecutive monthly amounts over a three year period commencing on the date of grant, except that in the event of a Successful IPO, the options would become exercisable in full. To the extent permitted by applicable law and the terms and conditions of the Plan, the above-referenced stock options shall be "incentive stock options" as that term is defined under Section 422 of the Code and any remaining stock options shall be non-qualified stock options.

6. **Benefits.** The Company shall make available to the Executive, subject to the terms and conditions of the applicable plans, including without limitation the eligibility rules, participation for the Executive and his eligible dependents in the Company-sponsored employee benefit plans or arrangements and such other usual and customary benefits now or hereafter generally available to employees of the Company and such benefits and perquisites as are made available to senior executives of the Company, including, without limitation, equity and cash incentive programs and supplemental retirement, deferred compensation and welfare plans.

7. **Expenses.** The Company shall pay or reimburse the Executive, in accordance with the general policies of the Company, for reasonable and necessary expenses incurred by the Executive in connection with his duties on behalf of the Company. In addition, for not more than 9 months from the date of the Executive's commencement of employment, the Company shall pay or reimburse the Executive an amount up to $8,000 per month for commuting and local residence expenses.

8. **Place of Performance.** In connection with his employment by the Company, the Executive shall be based at the Company's offices located in Scottsdale, Arizona. The Executive may commute from his current residence in New York for up to 9 months from the date of this Agreement provided that the Executive will be located in Scottsdale during normal business hours on average, not less than 4 days per week (unless traveling for business purposes).

9. **Termination Payments, Vesting and Exercise of Stock Grants and Options upon Involuntary Termination other than for Cause or Voluntary Termination due to Death or Disability.**

   (a) If an Involuntary Termination occurs other than for Cause and subject to the Executive entering into a release and settlement agreement with the Company on reasonable and customary terms, then

      (i) the Company shall pay the Executive, in accordance with the Company's regular payroll schedule but no less than on a bi-weekly basis, termination payments equal to the continuation of the Executive's base salary for a period of nine months thereafter (the "Payment Period");

      (ii) all unvested stock grants and stock options shall immediately vest; and

      (iii) the Executive shall have the right to exercise any and all vested stock options at any time not later than 90 days after the date of the Involuntary Termination.

   (b) If a Voluntary Termination due to Executive's death during the term of this Agreement occurs, then notwithstanding anything to the contrary in the Executive's stock option agreement(s) or certificate(s) or in the stock option plan(s) under which Executive's stock options were granted, (i) one-third of the unvested portion of all stock grants and stock options granted to Executive shall become immediately exercisable as of the date of Executive's death, and (ii) all other unvested stock grants and stock options held by Executive shall be immediately canceled. Executive's estate shall have a period of one year following Executive's death to exercise any vested and the aforementioned unvested stock options.

(c) If a Voluntary Termination due to Executive's becoming Disabled during the term of this Agreement occurs, then notwithstanding anything to the contrary in the Executive's stock option agreement(s) or certificate(s) or in the stock option plan(s) under which Executive's stock options were granted, (i) one-third of the unvested portion of all stock grants and stock options granted to Executive shall become immediately exercisable as of the date of Disability, and (ii) all other unvested stock grants and stock options held by Executive shall be immediately canceled. Executive shall have a period of one year following Executive's Disability to exercise any vested stock options.

(d) If the Executive dies while any amounts are payable to him hereunder, all such amounts, unless otherwise provided herein, shall be paid to the Executive's designated beneficiary, or, if none, then to the Executive's estate.

(e) Notwithstanding the foregoing, if the Executive breaches Sections 15 or 16 hereof, any right of the Executive to receive termination payments, to have the vesting of his stock grants or stock options accelerated or to have the period during which he may exercise his options extended under this Section 9 shall be forfeited, but without prejudice to any exercise of options that may have occurred prior to such forfeit, and the Executive shall reimburse the Company in full for all termination payments made to the Executive under this Section 9 no later than 30 days after the Company gives notice of such breach to the Executive.

10. **Termination Payments, Vesting and Exercise of Stock Grants and Options upon Termination for Cause or Voluntary Termination for Reasons Other Than Death or Permanent Disability.** If the Company terminates this Agreement for Cause or in the event of a Voluntary Termination for reasons other than the Executive's Death or Permanent Disability, the Company shall pay Executive the compensation and benefits otherwise payable to Executive under Section 5 through the date of termination. Executive's rights under any Restricted Stock grants or stock options with respect to the vesting or exercise of such Restricted Stock grants or stock options shall be determined under the terms of the Restricted Stock grant or Stock Option Agreement entered into between the Company and the Executive and this Agreement.

11. **Termination Following a Change in Control.**

(a) If at any time upon the occurrence of a Change in Control, Company terminates the Executive's employment, the Executive shall be entitled to the benefits provided by Sections 11 and 12 unless such termination is the result of the occurrence of one or more of the following events:

(i) The Executive's death;
(ii) The Executive's permanent disability; or
(iii) Cause.

(b) If at any time following the occurrence of a Change in Control the Executive shall be entitled to the benefits provided by Section 12 if one or more of the following events has occurred (regardless of whether any other reason, other than Cause as hereinabove provided, for such termination exists or has occurred, including without limitation other employment):

(i) Failure to maintain the Executive in the office or the position, or a substantially equivalent office or position, of or with the Company, which the Executive held immediately prior to a Change in Control;

(ii) a reduction in the aggregate of the Executive's Base Pay and Incentive Pay received from the Company and any Subsidiary from that earned immediately prior to the Change in Control or the termination or denial of the Executive's rights to Employee Benefits or a reduction in the scope or value thereof from that earned immediately prior to the Change in Control, any of which is not remedied by the Company no later than 10 calendar days after receipt by the Company of written notice from the Executive of such change, reduction or termination, as the case may be;

(iii) determination by the Executive (which determination will be conclusive and binding upon the parties hereto if it was made in good faith and in all events will be presumed to have been made in good faith unless otherwise shown by the Company by clear and convincing evidence) that a change in circumstances has occurred following a Change in Control, including, without limitation, a change in the scope of the business or other activities for which the Executive was responsible immediately prior to the Change in Control, which has rendered the Executive substantially unable to carry out, has substantially hindered Executive's performance of, or has caused Executive to suffer a material reduction in, any of the authorities, powers, functions, responsibilities or duties attached to the position held by the Executive immediately prior to the Change in Control, which situation is not remedied no later than 10 calendar days after receipt by the Company of written notice from the Executive of such determination;

(iv) The liquidation, dissolution, merger, consolidation or reorganization of the Company or transfer of all or substantially all of its business and/or assets, unless the successor or successors (by liquidation, merger, consolidation, reorganization, transfer or otherwise) to which all or substantially all of its business and/or assets have been transferred (directly or by operation of law) assumed all duties and obligations of the Company under this Agreement pursuant to Section 24(a) and Executive's total compensation package remains unchanged from the Company and any Subsidiary from that earned immediately prior to the Change in Control;

(v) The Company relocates its principal executive offices, or requires the Executive to have his principal location of work changed, to any location that is in excess of 50 miles from the location thereof immediately prior to the Change in Control without his prior written consent; or

(vi) Without limiting the generality or effect of the foregoing, any material breach of this Agreement by the Company or any successor thereto which is not remedied by the Company within 10 calendar days after receipt by the Company of written notice from the Executive of such breach.

A termination by the Company pursuant to Section 11(a) or by the Executive pursuant to Section 11(b) will not affect any rights that the Executive may have pursuant to any agreement, policy, plan, program or arrangement of the Company providing Employee Benefits, which rights shall be governed by the terms thereof, except for any rights to severance compensation to which Executive may be entitled upon termination of employment under Section 9.

12. **Severance Compensation Following Change in Control.**

(a) If at any time the Company terminates the Executive's employment pursuant to Section 11(a) or the Executive terminates his employment pursuant to Section 11(b),

(i) the Company shall pay the Executive, in accordance with the Company's regular payroll schedule, termination payments equal to the continuation of the Executive's base salary for a period of nine months thereafter (the "Payment Period");

(ii) all unvested stock grants and stock options under Grant A and Grant A Option (if prior to a Successful IPO) and all unvested stock grants under Grant A, Grant A Option and Grant B and Grant B Option if after a Successful IPO) and stock options shall immediately vest; and

(iii) the Executive shall have the right to exercise any and all vested stock options at any time not later than 90 days after the date of termination.

(b) Without limiting the rights of the Executive at law or in equity, if the Company fails to make any payment or provide any benefit required to be made or provided hereunder on a timely basis, the Company shall pay interest on the amount or value thereof at an annualized rate of interest equal to the so-called composite "prime rate" plus 600 basis points as quoted from time to time during the relevant period in the Midwest Edition of *The Wall Street Journal*. Such interest shall be payable as it accrues on demand. Any change in such prime rate shall be effective on and as of the date of such change.

(c) Notwithstanding any provision of this Agreement to the contrary, the parties' respective rights and obligations under this Section 12 and under Sections 13 and 16 shall survive any termination or expiration of this Agreement or the termination of the Executive's employment following a Change in Control for any reason whatsoever.

13. **Limitation on Payments and Benefits.** Notwithstanding any provision of this Agreement to the contrary, if any amount or benefit to be paid or provided under this Agreement would be an "Excess Parachute Payment," within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor provision thereto, but for the application of this sentence, then the payments and benefits to be paid or provided under this Agreement shall be reduced to the minimum extent necessary (but in no event to less than zero) so that no portion of any such payment or benefit, as so reduced, constitutes an Excess Parachute Payment except that the foregoing reduction shall be made only if and to the extent that such reduction would result in an increase in the aggregate payment and benefits to be provided, determined on an after-tax basis (taking into account the excise tax imposed pursuant to Section 4999 of the Code, or any successor provision thereto, any tax imposed by any comparable provision of state law, and any applicable federal, state and local income taxes). The determination of whether any reduction in such payments or benefits to be provided under this Agreement or otherwise that is required pursuant to the preceding sentence shall be made at the expense of the Company, if requested by the Executive or the Company, by the Company's independent accountants. The fact that the Executive's right to payments or benefits may be reduced by reason of the limitations contained in this Section 13 shall not of itself limit or otherwise affect any other rights of the Executive other than pursuant to this Agreement. In the event that any payment or benefit intended to be provided under this Agreement or otherwise is required to be reduced pursuant to this Section 13, the Executive shall be entitled to designate the payments and/or benefits to be so reduced in order to give effect to this Section 13. The Company shall provide the Executive with all information reasonably requested by the Executive to permit the Executive to make such designation. In the event that the Executive fails to make such designation within 10 business days of the Termination Date, the Company may effect such reduction in any manner it deems appropriate.

14. **No Mitigation Obligation.** The Company hereby acknowledges that it will be difficult and may be impossible for the Executive to find reasonably comparable employment following the Termination Date and that the non-competition covenant contained in Section 15 will further limit the employment opportunities for the Executive. Accordingly, the Company acknowledges that the payment of the severance compensation by the Company to the Executive in accordance with the terms of this Agreement is reasonable and that the Executive will not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise, nor will any profits, income, earnings or other benefits from any source whatsoever create any mitigation, offset, reduction or any other obligation on the part of the Executive hereunder or otherwise, except as expressly provided in the last sentence of Section 12(a).

15. **Confidentiality Agreement.**

(a) The Executive acknowledges that in the course of his employment by the Company, he will or may have access to and become informed of confidential and secret information that is a competitive asset of the Company ("Confidential Information"), including, without limitation, (i) the terms of agreements between the Company and its employees, regional developers, franchisees and suppliers (ii) pricing strategy, (iii) sales and marketing methods, (iv) product development ideas and strategies, (v) personnel and franchisee training and development programs, (vi) financial results, (vii) strategic plans and demographic analyses, (viii) proprietary computer and systems software and (ix) any non-public information concerning the Company, its employees, regional developers, franchisees, suppliers and customers. Regardless of any actual or alleged breach by the Company of this Agreement, the Executive shall keep all Confidential Information in strict confidence and shall not directly or indirectly make known, divulge, reveal, furnish, make available or use any Confidential Information (except in the course of his regular authorized duties on behalf of the Company) until and unless such Confidential Information becomes, through no fault of the Executive, generally known to the public or the Executive is required by law to make disclosure (after giving the Company reasonable notice and an opportunity to contest such requirement). The Executive's obligations under this Section 15 are in addition to, and not in limitation or preemption of, all other obligations of confidentiality which the Executive may have to the Company under general legal or equitable principles.

(b) Except in the ordinary course of the Company's business, the Executive has not made and shall never make or cause to be made, any copies, pictures, duplicates, facsimiles or other reproductions or recordings or any abstracts or summaries including or reflecting Confidential Information. All such documents and other property furnished to the Executive by the Company or otherwise acquired or developed by the Company shall at all times be the property of the Company. Upon a Voluntary Termination or Involuntary Termination, the Executive shall return to the Company any such documents or other property of the Company which are in the possession, custody or control of the Executive.

16. **Covenant not to Compete; No Inducement; No Solicitation.** In consideration for the Executive's employment hereunder and the Company's providing the Executive with confidential information and contacts with the Company's customers and accounts,

(a) during the term of the Employment Provisions and (A) after an Involuntary Termination for Cause, for a period of three years after such Involuntary Termination, (B) after an Involuntary Termination other than for Cause, during the Payment Period or (C) after a Voluntary Termination, if prior to the date of the Voluntary Termination the Company agrees to pay Executive all of the termination payments set forth in Section 9(a) hereof, for a period of two years after such Voluntary Termination, the Executive shall not, without the prior written consent of the Company (which consent may be withheld for any reason or no reason), directly or indirectly or by action in concert with others, own, manage, operate, join, control, perform consulting services for, be employed by, participate in or be connected with any business, enterprise or other entity (or the ownership, management, operation, or control of any such business, enterprise or other entity) (a "Competing Enterprise") engaged anywhere in the United States in the Restricted Business. Notwithstanding the foregoing, Executive may make purely passive investments on behalf of himself, his immediate family or any trust in public companies engaged in a Competing Enterprise so long as the aggregate interest represented by such investments does not exceed 1% of any class of the outstanding debt or equity securities of any Competing Enterprise.

(b) during the term of the Employment Provisions and (A) after an Involuntary Termination for Cause, for a period of three years after such Involuntary Termination, (B) after an Involuntary Termination other than for Cause, during the Payment Period or (C) after a Voluntary Termination, if prior to the date of the Voluntary Termination the Company agrees to pay Executive all of the termination payments set forth in Section 9(a) hereof, for a period of three years after such Voluntary Termination, the Executive shall not, directly or indirectly, in any capacity, on his own behalf or on behalf of any other firm, person or entity, induce or attempt to induce any regional developer, franchisee or clinic manager of the Company to cease doing business in whole or in part with the Company, solicit the business of any such person for any Restricted Business or otherwise create any ill will or negative publicity with respect to the Company.

(c) during the term of the Employment Provisions and (A) after an Involuntary Termination for Cause, for a period of three years after such Involuntary Termination, (B) after an Involuntary Termination other than for Cause, during the Payment Period or (C) after a Voluntary Termination, if prior to the date of the Voluntary Termination the Company agrees to pay Executive all of the termination payments set forth in Section 9(a) hereof, for a period of three years after such Voluntary Termination, the Executive shall not, directly or indirectly, in any capacity, on his own behalf or on behalf of any other firm, person or entity, undertake or assist in the solicitation of any Company employee (including without limitation, employees of Company franchisees), to terminate his or her employment with the Company or with a Company franchisee.

(d) during a period ending one year following the Termination Date, if the Executive has received or is receiving benefits under Section 12, the Executive shall not, without the prior written consent of the Company, which consent shall not be unreasonably withheld, engage in any Competitive Activity.

17**.** **Employment Rights.** Nothing expressed or implied in this Agreement shall create any right or duty on the part of the Company or the Executive to have the Executive remain in the employment of the Company prior to or following any Change in Control. Any termination of employment of the Executive or the removal of the Executive from the office or position in the Company following the commencement of any discussion with a third person that ultimately results in a Change in Control shall be deemed to be a termination or removal of the Executive after a Change in Control for purposes of this Agreement.

18. **Withholding of Taxes.** The Company may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company is required to withhold pursuant to any law or government regulation or ruling.

19. **Specific Enforcement.** The Executive acknowledges and agrees that a violation of Sections 15 or 16 hereof that results in material detriment to the Company would cause irreparable harm to the Company, and that the Company's remedy at law for any such violation would be inadequate. In recognition of the foregoing, the Company shall have the right, in addition to any other relief afforded by law or this Agreement, including damages, but specifically excluding any consequential or punitive damages sustained by a breach of this Agreement and any forfeitures under Section 9, and without any necessity or proof of actual damages, to enforce this Agreement by specific remedies, including, among other things, temporary and permanent injunctions, it being the understanding of the Company and the Executive that damages, the forfeitures described above and injunctions shall all be proper modes of relief and shall not be considered alternative remedies.

20. **Arbitration.** Any dispute between the parties under this Agreement shall be resolved (except as provided below) through informal arbitration by an arbitrator selected under the rules of the American Arbitration Association (located in Phoenix, Arizona) and the arbitration shall be conducted in that location under the rules of said Association. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the Company and the Executive stating its determination, and shall furnish to each party a signed copy of such determination. The expenses of arbitration shall be borne equally by the Executive and the Company or as the arbitrator shall otherwise equitably determine.

Notwithstanding the foregoing, the Company nor the Executive shall not be required to seek or participate in arbitration regarding any breach of Sections 15 or 16, but may pursue its remedies for such breach in any court of competent jurisdiction in the State of Arizona. Any arbitration or action pursuant to this Section 20 shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without giving effect to the principles of conflict of laws of such State.

21. **Notices.** For all purposes of this Agreement, all communications, including without limitation notices, consents, requests or approvals, required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when hand delivered or dispatched by electronic facsimile transmission (with receipt thereof confirmed), or five business days after having been mailed by United States registered or certified mail, return receipt requested, postage prepaid, or three business days after having been sent by a nationally recognized overnight courier service (such as Federal Express or UPS) addressed to the Company (to the attention of the Secretary of the Company) at its principal executive office and to the Executive at his principal residence, or to such other address as either party may have furnished to the other in writing and in accordance herewith, except that notices of changes of address shall be effective only upon receipt.

22. **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without giving effect to the principles of conflict of laws of such State.

23. **Agreement.** This Agreement contains all of the covenants and agreements between the parties with respect to such subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or other agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, pertaining to the subject matter hereof, that are not embodied herein, and that no other agreement, statement or promise pertaining to the subject matter hereof that is not contained in this Agreement shall be valid or binding on either party.

24. **Successors and Binding Agreement.**

(a) The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation, reorganization or otherwise) to all or substantially all of the business or assets of the Company, by agreement in form and substance satisfactory to the Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent the Company would be required to perform if no such succession had taken place. This Agreement shall be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for the purposes of this Agreement), but will not otherwise be assignable, transferable or delegable by the Company.

(b) This Agreement will inure to the benefit of and be enforceable by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees.

(c) This Agreement is personal in nature and neither the Company nor the Executive shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as expressly provided in Sections 24(a) and 24(b). Without limiting the generality or effect of the foregoing, the Executive's right to receive payments hereunder will not be assignable, transferable or delegable, whether by pledge, creation of a security interest, or otherwise other than by a transfer by the Executive's will or by the laws of descent and distribution and, in the event of any attempted assignment or transfer contrary to this Section 24(c), the Company shall have no liability to pay any amount so attempted to be assigned, transferred or delegated.

25. **Validity.** If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal.

26. **Miscellaneous.** No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto or compliance with any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. Unless otherwise noted, references to "Sections" are to sections of this Agreement. The captions used in this Agreement are designed for convenient reference only and are not to be used for the purpose of interpreting any provision of this Agreement.

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

28. **Effective Date.** Notwithstanding anything to the contrary herein, this Agreement shall not become effective unless and until the Board approves this Agreement. Upon receipt of such approval, this Agreement shall become immediately effective.

IN WITNESS WHEREOF, the Company and the Executive have executed this Agreement as of the date first above written [1].

The Joint Corp.

By: John Leonesio
Its: Chief Executive Officer

David M. Orwasher

Exhibit 10.7

Memorandum of Understanding – The Joint Corp. and John Richards – December 13, 2013

(Capitalized Terms used here without definition have the same meaning as in the Restricted Stock Award Agreement between The Joint Corp. and John B. Richards dated December __, 2013 (the "SAA"))

- Effective December 16, 2013, Richards will be elected to the board of directors of the Company with the title Lead Director
- Responsibilities
  - CEO level decision making and Company oversight
  - David Orwasher, COO, will report directly to Richards
  - Richards will report to the board of directors
- Compensation
  - Base consulting fees: $75,000 per year
  - Bonus at board's discretion
- Restricted Stock Grants
  - Grant A effective 1-1-14 for 37,500 shares
    - Vesting in equal monthly installments over 48 months
  - Grant B effective 1-1-14 for 187,500 shares
    - Vesting over 36 months commencing upon closing of Successful IPO
    - 50% in first 12 months; 30% in second 12 months and 20% in last 12 months
  - Accelerated vesting as set forth in the SAA in the event of Business Combination, termination other than for Cause, Change of Control, Voluntary Termination due to Death or Disability
- Effective upon Successful IPO: transition to full-time Chairman and CEO
  - Base compensation of $400,000 per year
  - annual cash bonus program with target of 50% of cash compensation
  - Executive will participate in annual option grants as component of 3-part compensation program (base, cash bonus, equity)
- Non-solicitation, non-compete, non-disclosure effective now per Non-compete agreement accompanying the SAA

Exhibit 10.8

Catherine B Hall: Offer Agreement

- Position: Chief Marketing Officer
- Reports to: Chief Executive Officer
- Base Salary : $195,000 to be reviewed on first fiscal anniversary following the IPO in conjunction with normal pay practices and reviews. (on or about January 2015)
- Bonus : 40% of base salary based on measurable objectives –prorated for first year (x/12 eg., in FY 2014 8/12 of 40% = 26.6%) paid at end of fiscal year in accordance with normal pay practices.
- Stock Options : 40,000 pre IPO incentive stock options at a $2.10 strike price subject to board approval and terms and conditions of the company stock option plan. Includes acceleration of vesting if terminated without “cause” or resign for “good reason”, or change of control.
- Benefits in event employment if terminated other than for cause subject to company policy as follows :
    - 2 weeks severance for each year of service prorated on a straight line basis consistent with company policy.
- 4 weeks vacation, annually after 8 months of service.
- Paid health care
- Start date 4/28/2014

Agreed

/s/ John B. Richards 5/1/2014	/s/ Catherine B. Hall 4/24/14
John B. Richards (date)	Catherine B. Hall (date)

Exhibit 10.9

Orwasher

Stock Option Agreement

(Incentive Stock Option Under
The Joint Corp. 2012 Stock Plan)

Subject to the following Terms of Option, The Joint Corp., a Delaware corporation (the "Company"), grants to the following employee of the Company ("Employee), as of the following grant date (the "Grant Date"), an incentive stock option (the "Option") to purchase the following number of shares of the Company's common stock, par value $.001 per share (the "Option Shares"), at the following purchase price per share (the "Exercise Price"), exercisable in installments in accordance with the following vesting schedule, subject to expiration on the following expiration date (the "Expiration Date"):

Employee:	David M. Orwasher
Grant Date:	January 1, 2014
Number of Option Shares:	93,750 Option Shares, in respect of 37,500 shares of which the Option is designated the "Grant A Option" and in respect of 56,250 shares of which the Option is designated the "Grant B Option"
Exercise Price:	$2.13 per Option Share
Vesting schedule:	See Paragraphs 3 and 4 of Terms of Option
Expiration Date:	January 1, 2024

Terms of Option

1. **Plan**

This Option has been granted under The Joint Corp. 2012 Stock Plan (the "Plan") and pursuant to Section 5(c) of the Employment Agreement dated as of December __, 2013, that the Executive has entered into with the Company (the "Employment Agreement").

The Plan and Employment Agreement are incorporated in this Award by reference. Capitalized terms used in this Award without being defined have the same meanings that they have in the Plan or the Employment Agreement, as applicable.

2. **Exercisability**

The Option may be exercised in whole or in part at any time prior to its Expiration Date to the extent that it is vested at the time of exercise.

Any vested portion of the Option that remains unexercised shall expire on the Option's Expiration Date, subject to earlier expiration as provided in Paragraph 4 of this Agreement.

3. **Vesting**

Subject to Paragraph 4, the Option shall vest as follows:

(a) The Grant A Option for 37,500 Option Shares shall vest in 48 monthly installments of 781 Option Shares each for the first 36 monthly installments and 782 Option Shares each for the last 12 monthly installments, with the monthly installments beginning on the Grant Date and continuing on the first day of the month for the next 47 months.

(b) If there is a Successful IPO during the term of the Employment Agreement (as the term of the Employment Agreement may be extended), the Grant B Option for 56,250 Option Shares shall vest over a 36-month period beginning on the date of closing of the IPO as follows:

(1) 28,125 Option Shares shall vest in 12 monthly installments of 2,344 Option Shares each for the first nine monthly installments and 2,343 Option Shares each for the last three monthly installments, with the monthly installments beginning on the date of closing of the Successful IPO and continuing on the first day of the month for the next 11 months;

(2) 16,875 Option Shares shall vest in 12 monthly installments of 1,407 Option Shares each for the first three monthly installments and 1,406 Option Shares each for the last nine monthly installments, with the monthly installments beginning on the date of the first anniversary of the closing of the Successful IPO and continuing on the first day of the month for the next 11 months; and

(3) 11,250 Option Shares shall vest in 12 equal monthly installments of 938 Option Shares each for the first six monthly installments and 937 Option Shares each for the last six monthly installments, with the monthly installments beginning on the date of the second anniversary of the closing of the Successful IPO and continuing on the first day of the month for the next 11 months.

Except as provided in the following subparagraph (c), none of the 56,250 Grant B Option Shares shall vest if a Successful IPO does not occur during the term of the Employment Agreement (as the term of the Employment Agreement may be extended).

(c) Notwithstanding anything to the contrary in the preceding subparagraphs (a) and (b), if

(1) the Company participates in a Business Combination during the term of the Employment Agreement (as the term of the Employment Agreement may be extended) and

2) the aggregate consideration received by the Company or its stockholders in the Business Combination exceeds $30,000,000,sufficient unvested Grant A and Grant B Option Shares shall vest immediately prior to the closing of the Business Combination so that, taking into account Grant A and Grant B Option Shares that have previously vested, the vested Grant A and Grant B Option Shares immediately prior to the closing of the Business Combination are the same percentage of the 93,750 Option Shares as the aggregate consideration received by the Company or its stockholders in the Business Combination in excess of $30,000,000 is to $120,000,000. Section 5(c)(iii) of the Employment Agreement contains an illustration of the operation of this provision.

4. **Voluntary and Involuntary Terminations**

Notwithstandinganything to the contrary in Paragraph 3:

(a) in the event of a Voluntary Termination for any reason other than Employee's death or becoming Disabled, (i) the unvested portion of the Option shall lapse and be canceled as of the date of the Voluntary Termination and (ii) the vested portion of the Option shall expire on the earlier of the date 90 days after the date of the Voluntary Termination or the Option's Expiration Date;

(b) in the event of a Voluntary Termination by reason of Employee's death or becoming Disabled, (i) one-third of the unvested portion of the Option as of the date of the Voluntary Termination shall vest on such date, (ii) the remaining unvested portion of the Option shall lapse and be canceled and (iii) the vested portion of the Option (including the unvested portion becoming vested pursuant to clause (i)) shall expire on the earlier of the first anniversary of Employee's Voluntary Termination or the Option's Expiration Date;

(c) in the event of an Involuntary Termination other than for Cause, and subject to the Executive's entering into a release and settlement agreement with the Company as described in Section 9(a) of the Employment Agreement, (i) the unvested portion of the Option as of the date of the Involuntary Termination shall vest on such date and (ii) the vested portion of the Option (including the unvested portion becoming vested pursuant to clause (i)) shall expire on the earlier of the date 90 days after the date of the Involuntary Termination or the Option's Expiration Date;

(d) in the event of an Involuntary Termination for Cause, (i) the unvested portion of the Option shall lapse and be canceled as of the date of the Involuntary Termination and (ii) the vested portion of the Option shall expire on the earlier of the date 90 days after the date of the Involuntary Termination or the Option's Expiration Date; and

(e) if the Company terminates Employee's employment following the occurrence of a Change in Control, or if under Section 11(b) of the Employment Agreement Employee becomes entitled to the benefits under Section 12 of the Employment Agreement following the occurrence of a Change in Control, (i) the unvested portion of the Option as of the date of such termination or entitlement shall vest on such date and (ii) the vested portion of the Option (including the unvested portion becoming vested pursuant to clause (i)) shall expire on the earlier of the date 90 days after the date of such termination or entitlement or the Option's Expiration Date.

5. **Manner of Exercise**

The Option may be exercised in respect of a whole number of Option Shares (and only in respect of a whole number) by:

(a) written notice of exercise to the Administrator (or the Administrator's designee) at the Company's principal executive offices which is received prior to the Option's Expiration Date; together with

(b) full payment of the Exercise Price of the Option Shares in respect of which the Option is exercised; and

(c) full payment of an amount equal to the Company's federal, state and local withholding tax obligation, if any, in connection with the Option's exercise.

In addition, the exercise of the Option shall be subject to any procedures and policies in effect at the time of exercise that the Administrator has adopted to administer the Plan.

6. **Manner of Payment**

Employee's payment of the Exercise Price of the Option Shares in respect of which the Option is exercised, and his payment of the Company's withholding tax obligation, if any, in connection with the exercise, shall be made by certified or bank cashier's check or by a wire transfer of immediately available funds or, if previously approved by the Administrator, by a personal check.

In addition, payment may be made in any other manner authorized by the Plan and specifically permitted by the Administrator at the time of exercise.

7. **Transferability**

The Option may not be transferred, assigned or pledged (whether by operation of law or otherwise), except as provided by will or the applicable laws of intestacy. The Option shall not be subject to execution, attachment or similar process.

8. **Interpretation**

This Agreement is subject to the terms of the Plan, as the Plan may be amended, but except as required by applicable law, no amendment of the Plan after the Grant Date shall adversely affect Employee's rights in respect of the Option without Employee's consent.

If there is a conflict or inconsistency between this Agreement and the Plan, the terms of the Plan shall control. The Administrator's interpretation of this Agreement and the Plan shall be final and binding.

9. **No Employment Rights**

Nothing in this Agreement shall be considered to confer on Employee any right to continue in the employ of the Company or a Subsidiary or to limit the right of the Company or a Subsidiary to terminate Employee's employment.

10. **No Stockholder Rights**

Employee shall not have any rights as a stockholder of the Company in respect of any of the Option Shares unless and until Option Shares are issued to Employee following his or her exercise of the Option.

11. **Governing Law**

This Agreement shall be governed in accordance with the laws of the State of Arizona.

12. **Binding Effect**

This Agreement shall be binding on the Company and Employee and on the Company's successors and Employee's heirs and legal representatives.

13. **Effective Date**

This Agreement shall not become effective until Employee's acceptance of this Agreement. Upon such acceptance, this Agreement shall become effective, retroactive to the Grant Date without the necessity of further action by either the Company or Employee.

The Joint Corp.

By _____

Name: _____

Title: _____

Acceptance by Employee

I accept this Stock Option Agreement and agree to be bound by all of its terms. I acknowledge receipt of a copy of the Plan.

_____

David M. Orwasher

Exhibit 10.10

Stock Option Agreement

(Incentive Stock Option Under
The Joint Corp. 2014 Stock Plan)

Subject to the following terms, The Joint Corp., a Delaware corporation (the **Company**), grants to the following employee of the Company (**Employee**), as of the following grant date (the **Grant Date**), an incentive stock option (the **Option**) to purchase the following number of shares of the Company's common stock, par value $.001 per share (the **Option Shares**), at the following purchase price per share (the **Exercise Price**), exercisable in installments in accordance with the following vesting schedule, subject to expiration on the following expiration date (the **Expiration Date**):

Employee:	Catherine Hall
Grant date:	May 15, 2014
Number of option shares:	40,000
Exercise price per share:	$3.60
Vesting schedule:	One-sixteenth of the Option Shares will vest on the last day of each calendar quarter beginning with the quarter ending September 30, 2014
Expiration date of option:	May 14, 2024

Terms of Option

1. **Plan**

The Option has been granted under the The Joint Corp. Inc. 2014 Incentive Stock Plan (the **Plan**), which is incorporated in this Agreement by reference. Capitalized terms used in this Agreement without being defined (for example, the term "Administrator") have the same meanings that they have in the Plan.

2. **Exercisability**

The Option may be exercised in whole or in part at any time prior to the its Expiration Date to the extent that it is vested at the time of exercise.

Any vested portion of the Option that remains unexercised shall expire on the Option's Expiration Date, subject to earlier expiration as provided in Paragraph 5 of this Agreement.

Any unvested portion of the Option shall expire on the date that Employee's employment by the Company terminates (Employee's **Termination Date**) unless Employee's employment terminated by reason of his or her death of Disability, in which case the Option shall become fully vested as of Employee's Termination Date.

The Option shall become fully vested upon a Change in Control prior to Employee's Termination Date.

3. **Manner of Exercise**

The Option may be exercised in respect of a whole number of Option Shares (and only in respect of a whole number) by:

(a) written notice of exercise to the Administrator (or the Administrator's designee) at the Company's principal executive offices which is received prior to the Option's Expiration Date; together with

(b) full payment of the Exercise Price of the Option Shares in respect of which the Option is exercised; and

(c) full payment of an amount equal to the Company's federal, state and local withholding tax obligation, if any, in connection with the Option's exercise.

In addition, the exercise of the Option shall be subject to any procedures and policies in effect at the time of exercise that the Administrator has adopted to administer the Plan.

4. **Manner of Payment**

Employee's payment of the Exercise Price of the Option Shares in respect of which the Option is exercised, and his or her payment of the Company's withholding tax obligation, if any, in connection with the exercise, shall be made by certified or bank cashier's check or by a wire transfer of immediately available funds or, if previously approved by the Administrator, by a personal check.

In addition, payment may be made in any other manner authorized by the Plan and specifically permitted by the Administrator at the time of exercise.

5. **Early Expiration of Option**

The vested portion of the Option shall expire on the earlier of (i) 90 days after Employee's Termination Date or (ii) the Option's Expiration Date, unless Employee's employment terminated by reason of his or her death or Disability. In this case, the Option shall expire on the earlier of (i) the first anniversary of Employee's Termination Date or (ii) the Option's Expiration Date. In any case, the exercisability of the Option may be extended by the Administrator, in the Administrator's sole discretion, to any date ending on or before the Option's Expiration Date.

6. **Confidentiality and Nonsolicitation Agreement**

This Agreement and the grant of the Option are subject to Employee's agreement to enter into the confidentiality and nonsolicitation agreement which has been provided to Employee (the **Nonsolicitation Agreement**. The Company would not have granted the Option to Employee without Employee's agreement to enter into the Nonsolicitation Agreement.

7. **Transferability**

The Option may not be transferred, assigned or pledged (whether by operation of law or otherwise), except as provided by will or the applicable laws of intestacy. The Option shall not be subject to execution, attachment or similar process.

8. **Interpretation**

This Agreement is subject to the terms of the Plan, as the Plan may be amended, but except as required by applicable law, no amendment of the Plan after the Grant Date shall adversely affect Employee's rights in respect of the Option without Employee's consent.

If there is a conflict or inconsistency between this Agreement and the Plan, the terms of the Plan shall control. The Administrator's interpretation of this Agreement and the Plan shall be final and binding.

9. **No Employment Rights**

Nothing in this Agreement shall be considered to confer on Employee any right to continue in the employ of the Company or a Subsidiary or to limit the right of the Company or a Subsidiary to terminate Employee's employment.

10. **No Stockholder Rights**

Employee shall not have any rights as a stockholder of the Company in respect of any of the Option Shares unless and until Option Shares are issued to Employee following his or her exercise of the Option.

11. **Governing Law**

This Agreement shall be governed in accordance with the laws of the State of Arizona.

12. **Binding Effect**

This Agreement shall be binding on the Company and Employee and on the Company's successors and Employee's heirs and legal representatives.

13. **Effective Date**

This Agreement shall not become effective until Employee's acceptance of this Agreement and Employee's entering into the Nonsolicitation Agreement. Upon such events, this Agreement shall become effective, retroactive to the Grant Date, without the necessity of further action by either the Company or Employee.

[Signatures appear on the following page.]

The Joint Corp.

By _____
Name: _____
Title: _____

Acceptance by Employee

I accept this Stock Option Agreement and agree to be bound by all of its terms. I acknowledge receipt of a copies of the Plan and the Nonsolicitation Agreement, and I agree to enter into the Nonsolicitation Agreement.

_____
Name: Catherine Hall

Exhibit 10.11

Richards

Restricted Stock Award

(The Joint Corp. 2012 Stock Plan)

Subject to the following Terms of Award, The Joint Corp., a Delaware corporation (the "Company"), hereby grants to John B. Richards, a consultant to the Company (the "Consultant"), 225,000 restricted shares of the Company's Common Stock, par value $.001 per share (the "Restricted Shares"), in two tranches, the first tranche consisting of 37,500 Restricted Shares ("Grant A") and the second tranche consisting of 187,500 Restricted Shares ("Grant B"), as of January 1, 2014 (the "Grant Date").

Terms of Award

1. **Plan and Employment Agreement**

This Award has been granted under The Joint Corp. 2012 Stock Plan (the "Plan"). The Plan is incorporated in this Award by reference.

Capitalized terms used in this Award without being defined, either in the attached **Exhibit A** or parenthetically in the body of this Award, have the same meanings that they have in the Plan.

2. **Vesting**

Subject to Paragraph 3, the Restricted Shares shall vest as follows:

(a) The 37,500 Grant A Restricted Shares shall vest in 48 monthly installments of 782 Restricted Shares each for the first 36 monthly installments and 781 Restricted Shares each for the last 12 monthly installments, with the monthly installments beginning on the Grant Date and continuing on the first day of the month for the next 47 months.

(b) If there is a Successful IPO during the Service Term, the 187,5000 Grant B Restricted Shares shall vest over a 36-month period beginning on the date of closing of the IPO as follows:

(1) 93,750 Grant B Restricted Shares shall vest in 12 monthly installments of 7,813 Restricted Shares each for the first six monthly installments and 7,812 Restricted Shares each for the last six monthly installments, with the monthly installments beginning on the date of closing of the Successful IPO and continuing on the first day of the month for the next 11 months;

(2) 56,250 Grant B Restricted Shares shall vest in 12 monthly installments of 4,688 Restricted Shares each for the first six monthly installments and 4,687 Restricted Shares each for the last six monthly installments, with the monthly installments beginning on the date of the first anniversary of the closing of the Successful IPO and continuing on the first day of the month for the next 11 months; and

(3) 37,500 Grant B Restricted Shares shall vest in 12 equal monthly installments of 3,125 Restricted Shares each, with the monthly installments beginning on the date of the second anniversary of the closing of the Successful IPO and continuing on the first day of the month for the next 11 months.

Except as provided in the following subparagraph (c), none of the 187,500 Grant B Restricted Shares shall vest if a Successful IPO does not occur during the Service Term.

(c) Notwithstanding anything to the contrary in the preceding subparagraphs (a) and (b), if

(1) the Company participates in a Business Combination during the Service Term and

(2) the aggregate consideration received by the Company or its stockholders in the Business Combination exceeds $30,000,000,

sufficient unvested Grant A and Grant B Restricted Shares shall vest immediately prior to the closing of the Business Combination so that, taking into account Grant A and Grant B Restricted Shares that have previously vested, the vested Grant A and Grant B Restricted Shares immediately prior to the closing of the Business Combination are the same percentage of the 225,000 Restricted Shares as the aggregate consideration received by the Company or its stockholders in the Business Combination in excess of $30,000,000 is to $120,000,000.

3. **Voluntary and Involuntary Terminations**

Notwithstanding anything to the contrary in Paragraph 2:

(a) in the event of a Voluntary Termination for any reason other than the Consultant's death or becoming Disabled, the Consultant's rights in respect of and interest in all unvested Restricted Shares as of the date of the Voluntary Termination shall lapse and those shares shall be canceled;

(b) in the event of a Voluntary Termination by reason of the Consultant's death or becoming Disabled, one-third of the unvested Restricted Shares as of the date of the Voluntary Termination shall vest on such date, and the Consultant's rights in respect of and interest in the remaining unvested Restricted Shares shall lapse and those shares shall be canceled;

(c) in the event of an Involuntary Termination other than for Cause, and subject to the Consultant's entering into a release and settlement agreement with the Company reasonably satisfactory to the parties, all unvested Restricted Shares as of the date of the Involuntary Termination shall vest on such date;

(d) in the event of an Involuntary Termination for Cause, the Consultant's rights in respect of and interest in all unvested Restricted Shares as of the date of the Involuntary Termination shall lapse and those shares shall be canceled; and

(e) if the Company terminates the Consultant's employment following the occurrence of a Change in Control, all unvested Restricted Shares as of date of such termination or entitlement shall vest on such date.

4. **Other Agreements**

This Award is subject to the condition that the Consultant becomes a party to and bound by (i) the Stockholders Agreement dated as of March 10, 2010 entered into by the Company and certain of its stockholders (the "Stockholders Agreement") and (ii) the Right of First Refusal and Tag Along Rights Agreement dated as of March 10, 2010 entered into by the Company and certain of its stockholders (the "Right of First Refusal Agreement").

By acceptance of this Award, the Consultant agrees to be a party to and bound by the Stockholders Agreement and the Right of First Refusal Agreement as if he were an original signatory to each of those agreements, and in this regard, he agrees to sign any joinder agreement or instrument of accession that may be required.

5. **Stock Certificates**

The Company shall be the custodian for all shares of Restricted Stock. Reasonably promptly following the Consultant's written request after any unvested Restricted Shares have become vested, the Company shall issue and deliver to the Consultant a stock certificate in the Consultant's name representing those vested Restricted Shares on the Company's stock records.

Each stock certificate issued to the Consultant shall bear a legend substantially in the following form:

> The shares of the Common Stock, par value $.001 per share (these "Shares"), of The Joint Corp., a Delaware corporation (the "Company"), represented by this Certificate are subject to the Stockholders Agreement dated as of March 10, 2010 entered into by the Company and certain of its stockholders (as it may be amended or superseded, the "Stockholders Agreement"), a copy of which may be obtained from the Company upon written request); and by accepting any interest in these Shares the person accepting such interest shall be deemed to agree to and shall become bound by all of the provisions of the Stockholders Agreement.

6. **Voting and Distributions**

The Consultant shall have the right to vote all vested Restricted Shares, and shall be entitled to all dividends and distributions in respect of vested Restricted Shares, in either case regardless of whether a stock certificate representing those shares has been issued to the Consultant.

The Consultant shall not have the right to vote any unvested Restricted Shares. All dividends and distributions in respect of unvested Restricted Shares (for example, shares of the Company's Common Stock issued by reason of a stock split, reverse stock split or stock dividend) shall be treated as additional unvested Restricted Shares subject to the terms of this Award.

7. **Tax Liability**

Unless the Consultant has made a timely election under section 83(b) of the Internal Revenue Code of 1986 to be taxed as of the Grant Date rather than as the Restricted Shares become vested, the Company shall have the right, upon the vesting of any Restricted Shares, to deduct or withhold, or require the Consultant to remit to the Company, an amount sufficient to satisfy the federal, state, local and other taxes (including the Participant's FICA obligation) that the Company is required to withhold by reason of such vesting. The Company may permit the Consultant to satisfy this withholding obligation by any of the methods described in Section 14(b) of the Plan.

8. **Transferability**

This Award may not be transferred, assigned or pledged (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process.

9. **Interpretation**

This Award is subject to the terms of the Plan, as the Plan may be amended (but except as required by applicable law, no amendment of the Plan after the Grant Date shall adversely affect the Consultant's rights in respect of the Award without the Consultant's consent).

If there is a conflict or inconsistency between this Award and the Plan, the terms of the Plan shall control. The Administrator's interpretation of this Award and the Plan shall be final and binding.

10. **Governing Law**

This Award shall be governed in accordance with the laws of the State of Arizona.

11. **Binding Effect**

This Award shall be binding on the Company and the Consultant and on the Company's successors and the Consultant's heirs and legal representatives.

12. **Effective Date**. This Award shall not become effective until the Consultant's acceptance of this Award and his agreement to be bound by the Stockholders Agreement and the Right of First Refusal Agreement. Upon such acceptance and agreement, this Award shall become effective as of the Grant Date without the necessity of further action by either the Company or the Consultant.

The Joint Corp.

By _____

Name: _____

Title: _____

Acceptance by Consultant

I accept this Restricted Stock Award and agree to be bound by all of its terms. I acknowledge receipt of copies of the Plan, Stockholders Agreement and Right of First Refusal Agreement. I agree to be bound by the Stockholders Agreement and the Right of First Refusal Agreement as if I were an original signatory to each of those agreements, and in this regard, I agree to sign any joinder agreement or instrument of accession that may be required.

John B. Richards

Exhibit A

Definitions

Cause means:

(a) the intentional engagement by the Consultant in misconduct which is materially injurious to the Company, monetarily or otherwise;

(b) the intentional act by the Consultant of fraud, embezzlement or theft in connection with his services to the Company or any subsidiary;

(c) the intentional damage by the Consultant to property of the Company or any subsidiary;

(d) the intentional engagement by the Consultant in any Competitive Activity;

(e) the intentional wrongful disclosure by the Consultant of confidential information of the Company or any subsidiary; or

(f) the determination by a unanimous vote of the Company's directors then in office (excluding the Consultant if he is a director) that the Consultant has demonstrated an objective, material inability to effectively provide the services which he was engaged by the Company to provide such that the services he is providing (or failing to provide) are directly and substantially injurious to the Company; but this subsection (f) shall be void and have no further effect upon the earlier of (i) the Consultant's relocation to the Scottsdale, Arizona area or (ii) 9 months from the date of this Award.

For purposes of this Award, no act or failure to act on the Consultant's part shall be deemed "intentional" if it was due primarily to an error in judgment or negligence, but it shall be deemed "intentional" only if it was not in good faith and without reasonable belief that his act or failure to act was in the Company's best interest. Notwithstanding the foregoing, the Consultant shall not be deemed to have been terminated for "Cause" unless and until the Consultant receives a copy of a resolution duly adopted by the affirmative vote of not less than two-thirds of the directors of the Company then in office (or the unanimous vote of the board in the case of subsection (f), and excluding the Consultant if he is a director) at a meeting of the board called and held for such purpose, after reasonable notice to the Consultant and an opportunity for the Consultant, together with his counsel (if the Consultant chooses to have counsel present at such meeting), to be heard before the board, finding that, in the good faith opinion of the board, the Consultant was guilty of conduct constituting "Cause" as defined and specifying the particulars of his conduct constituting "Cause." Nothing in this Award shall limit the right of the Consultant or his beneficiaries to contest the validity or propriety of any such determination.

Change in Control means the occurrence during the term of this Agreement of any of the following events:

(a) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 15% or more of the combined voting power of the then outstanding Voting Stock; provided, however, that for purposes of this definition, the following acquisitions shall not constitute a Change in Control: (i) a Successful IPO; (ii) a private financing that does not transfer more than 50% of the voting power of the Company; (iii) any acquisition by the Company; (iv) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any subsidiary; or (v) any acquisition by the Company pursuant to a Business Combination that complies with clauses (i), (ii) and (iii) of subsection (c)(B) of this definition;

(b) when individuals who, as of the date this Award, constitute the Company's board of directors (the "Incumbent Board") cease for any reason to constitute at least a majority of the board, with the exception that any individual becoming a director subsequent to the date of this Award whose election, or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination), and is not pursuant to a form of Business Combination, shall be deemed to have been a member of the Incumbent Board, but excluding for this purpose any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest (within the meaning of Rule 14a-11 of the Exchange Act) with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the board;

(c) consummation of (A) a reorganization, merger or consolidation or (B) a sale or other disposition of all or substantially all of the assets of the Company (each a "Business Combination"), unless, in each case, immediately following such Business Combination, (i) all or substantially all of the individuals and entities who were the beneficial owners of the common stock and all or substantially all of the individuals and entities who were the beneficial owners of the voting stock of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions relative to each other and the Consultant as their ownership, immediately prior to such Business Combination, of the common stock and the voting stock of the Company, (ii) no Person (other than the Company, such entity resulting from such Business Combination or any employee benefit plan (or related trust) sponsored or maintained by the Company, any subsidiary or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 15% or more of the then outstanding shares of common stock of the entity resulting from such Business Combination or the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors of such entity and (iii) at least a majority of the members of the board of directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(d) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company, except pursuant to a Business Combination that complies with clauses (i), (ii) and (iii) of subsection (c)(B) of this definition.

Competitive Activity means the Consultant's participation, without the written consent of the Company's board of directors, directly or indirectly, as a shareholder, member, employee, officer, consultant or director of a business enterprise engaged in a "Restricted Business" if such enterprise engages in competition with the Company.

Disabled means the Consultant's incapacity due to physical or mental illness to substantially provide his services on a full-time basis for six consecutive months unless the Consultant returns to the full-time provision of his services for a period of at least three consecutive months no later than 30 days after the Company has given the Consultant a notice of termination. If the Consultant disagrees with a determination to terminate him because the Company believes he is Disabled, the Company and the Consultant, or in the event of the Consultant's incapacity to designate a doctor, the Consultant's legal representative, together shall choose a qualified medical doctor who shall determine whether the Consultant is Disabled. If the Company and the Consultant cannot agree on the choice of a qualified medical doctor, then the Company and the Consultant each shall choose a qualified medical doctor and the two doctors together shall choose a third qualified medical doctor, who shall determine whether the Consultant is Disabled. The determination of the chosen qualified medical doctor as to whether the Consultant is Disabled shall be binding upon the Company and the Consultant unless such determination is clearly made in bad faith.

Involuntary Termination means the occurrence of any of the following: (i) the Company gives written notice to the Consultant that the Company intends to terminate or adversely modify the terms on which the Consultant is providing consulting services or (ii) the Company reduces the Consultant's compensation and benefits.

Restricted Business means (i) any business or division of a business which consists of providing chiropractic services, (ii) any business of a kind in whole or in part similar to that previously or in the future engaged in by the Company or any of its subsidiaries and (iii) any other principal line of business developed or acquired by the Company or its affiliates.

Service Term means the continuous period in which the Consultant provides consulting services to the Company or serves as a director or employee of the Company.

Successful IPO means an initial public offering of the Company's common stock in which the market capitalization of the Company immediately following the initial public offering qualifies for listing on the NASDAQ national market exchange.

Voluntary Termination means the occurrence of any of the following: (i) the date two weeks after the Consultant gives written notice to the Company that the Consultant intends to terminate his consulting services or if later, the date specified in such written notice, (ii) the Consultant dies or (iii) the Consultant becomes Disabled.

Exhibit 10.12

Orwasher

Restricted Stock Award

(The Joint Corp. 2012 Stock Plan)

Subject to the following Terms of Award, The Joint Corp., a Delaware corporation (the "Company"), hereby grants to David M. Orwasher, an executive of the Company (the "Executive"), 93,750 restricted shares of the Company's Common Stock, par value $.001 per share (the "Restricted Shares"), in two tranches, the first tranche consisting of 37,500 Restricted Shares ("Grant A") and the second tranche consisting of 56,250 Restricted Shares ("Grant B"), as of January 1, 2014 (the "Grant Date").

Terms of Award

1. **Plan and Employment Agreement**

This Award has been granted under The Joint Corp. 2012 Stock Plan (the "Plan") and pursuant to Section 5(c) of the Employment Agreement dated as of December __, 2013, that the Executive has entered into with the Company (the "Employment Agreement").

The Plan and Employment Agreement are incorporated in this Award by reference. Capitalized terms used in this Award without being defined have the same meanings that they have in the Plan or the Employment Agreement, as applicable.

2. **Vesting**

Subject to Paragraph 3, the Restricted Shares shall vest as follows:

(a) The 37,500 Grant A Restricted Shares shall vest in 48 monthly installments of 781 Restricted Shares each for the first 36 monthly installments and 782 Restricted Shares each for the last 12 monthly installments, with the monthly installments beginning on the Grant Date and continuing on the first day of the month for the next 47 months.

(b) If there is a Successful IPO during the term of the Employment Agreement (as the term of the Employment Agreement may be extended), the 56,250 Grant B Restricted Shares shall vest over a 36-month period beginning on the date of closing of the IPO as follows:

(1) 28,125 Grant B Restricted Shares shall vest in 12 monthly installments of 2,344 Restricted Shares each for the first nine monthly installments and 2,343 Restricted Shares each for the last three monthly installments, with the monthly installments beginning on the date of closing of the Successful IPO and continuing on the first day of the month for the next 11 months;

(2) 16,875 Grant B Restricted Shares shall vest in 12 monthly installments of 1,407 Restricted Shares each for the first three monthly installments and 1,406 Restricted Shares each for the last nine monthly installments, with the monthly installments beginning on the date of the first anniversary of the closing of the Successful IPO and continuing on the first day of the month for the next 11 months; and

(3) 11,250 Grant B Restricted Shares shall vest in 12 equal monthly installments of 938 Restricted Shares each for the first six monthly installments and 937 Restricted Shares each for the last six monthly installments, with the monthly installments beginning on the date of the second anniversary of the closing of the Successful IPO and continuing on the first day of the month for the next 11 months.

Except as provided in the following subparagraph (c), none of the 56,250 Grant B Restricted Shares shall vest if a Successful IPO does not occur during the term of the Employment Agreement (as the term of the Employment Agreement may be extended).

(c) Notwithstanding anything to the contrary in the preceding subparagraphs (a) and (b), if

(1) the Company participates in a Business Combination during the term of the Employment Agreement (as the term of the Employment Agreement may be extended) and

(2) the aggregate consideration received by the Company or its stockholders in the Business Combination exceeds $30,000,000,

sufficient unvested Grant A and Grant B Restricted Shares shall vest immediately prior to the closing of the Business Combination so that, taking into account Grant A and Grant B Restricted Shares that have previously vested, the vested Grant A and Grant B Restricted Shares immediately prior to the closing of the Business Combination are the same percentage of the 93,750 Restricted Shares as the aggregate consideration received by the Company or its stockholders in the Business Combination in excess of $30,000,000 is to $120,000,000. Section 5(c)(iii) of the Employment Agreement contains an illustration of the operation of this provision.

3. **Voluntary and Involuntary Terminations**

Notwithstanding anything to the contrary in Paragraph 2:

(a) in the event of a Voluntary Termination for any reason other than the Executive's death or becoming Disabled, the Executive's rights in respect of and interest in all unvested Restricted Shares as of the date of the Voluntary Termination shall lapse and those shares shall be canceled;

(b) in the event of a Voluntary Termination by reason of the Executive's death or becoming Disabled, one-third of the unvested Restricted Shares as of the date of the Voluntary Termination shall vest on such date, and the Executive's rights in respect of and interest in the remaining unvested Restricted Shares shall lapse and those shares shall be canceled;

(c) in the event of an Involuntary Termination other than for Cause, and subject to the Executive's entering into a release and settlement agreement with the Company as described in Section 9(a) of the Employment Agreement, all unvested Restricted Shares as of the date of the Involuntary Termination shall vest on such date;

(d) in the event of an Involuntary Termination for Cause, the Executive's rights in respect of and interest in all unvested Restricted Shares as of the date of the Involuntary Termination shall lapse and those shares shall be canceled; and

(e) if the Company terminates the Executive's employment following the occurrence of a Change in Control, or if under Section 11(b) of the Employment Agreement the Executive becomes entitled to the benefits under Section 12 of the Employment Agreement following the occurrence of a Change in Control, all unvested Restricted Shares as of date of such termination or entitlement shall vest on such date.

4. **Other Agreements**

This Award is subject to the condition that the Executive becomes a party to and bound by (i) the Stockholders Agreement dated as of March 10, 2010 entered into by the Company and certain of its stockholders (the "Stockholders Agreement") and (ii) the Right of First Refusal and Tag Along Rights Agreement dated as of March 10, 2010 entered into by the Company and certain of its stockholders (the "Right of First Refusal Agreement").

By acceptance of this Award, the Executive agrees to be a party to and bound by the Stockholders Agreement and the Right of First Refusal Agreement as if he were an original signatory to each of those agreements, and in this regard, he agrees to sign any joinder agreement or instrument of accession that may be required.

5. **Stock Certificates**

The Company shall be the custodian for all shares of Restricted Stock. Reasonably promptly following the Executive's written request after any unvested Restricted Shares have become vested, the Company shall issue and deliver to the Executive a stock certificate in the Executive's name representing those vested Restricted Shares on the Company's stock records.

Each stock certificate issued to the Executive shall bear a legend substantially in the following form:

> The shares of the Common Stock, par value $.001 per share (these "Shares"), of The Joint Corp., a Delaware corporation (the "Company"), represented by this Certificate are subject to the Stockholders Agreement dated as of March 10, 2010 entered into by the Company and certain of its stockholders (as it may be amended or superseded, the "Stockholders Agreement"), a copy of which may be obtained from the Company upon written request); and by accepting any interest in these Shares the person accepting such interest shall be deemed to agree to and shall become bound by all of the provisions of the Stockholders Agreement.

6. **Voting and Distributions**

The Executive shall have the right to vote all vested Restricted Shares, and shall be entitled to all dividends and distributions in respect of vested Restricted Shares, in either case regardless of whether a stock certificate representing those shares has been issued to the Executive.

The Executive shall not have the right to vote any unvested Restricted Shares. All dividends and distributions in respect of unvested Restricted Shares (for example, shares of the Company's Common Stock issued by reason of a stock split, reverse stock split or stock dividend) shall be treated as additional unvested Restricted Shares subject to the terms of this Award.

7. **Tax Liability**

Unless the Executive has made a timely election under section 83(b) of the Code to be taxed as of the Grant Date rather than as the Restricted Shares become vested, the Company shall have the right, upon the vesting of any Restricted Shares, to deduct or withhold, or require the Executive to remit to the Company, an amount sufficient to satisfy the federal, state, local and other taxes (including the Participant's FICA obligation) that the Company is required to withhold by reason of such vesting. The Company may permit the Executive to satisfy this withholding obligation by any of the methods described in Section 14(b) of the Plan.

8. **Transferability**

This Award may not be transferred, assigned or pledged (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process.

9. **Interpretation**

This Award is subject to the terms of the Plan, as the Plan may be amended (but except as required by applicable law, no amendment of the Plan after the Grant Date shall adversely affect Employee's rights in respect of the Award without Employee's consent).

If there is a conflict or inconsistency between this Award and the Plan, the terms of the Plan shall control. The Administrator's interpretation of this Award and the Plan shall be final and binding.

10. **No Employment Rights**

Nothing in this Award shall be considered to confer on Employee any right to continue in the employ of the Company or to limit the Company's right to terminate Employee's employment.

11. **Governing Law**

This Award shall be governed in accordance with the laws of the State of Arizona.

12. **Binding Effect**

This Award shall be binding on the Company and the Executive and on the Company's successors and the Executive's heirs and legal representatives.

13. **Effective Date**. This Award shall not become effective until the Executive's acceptance of this Award and his agreement to be bound by the Stockholders Agreement and the Right of First Refusal Agreement. Upon such acceptance and agreement, this Award shall become effective as of the Grant Date without the necessity of further action by either the Company or the Executive.

The Joint Corp.

By _____
Name: _____
Title: _____

Acceptance by Executive

I accept this Restricted Stock Award and agree to be bound by all of its terms. I acknowledge receipt of copies of the Plan, Stockholders Agreement and Right of First Refusal Agreement. I agree to be bound by the Stockholders Agreement and the Right of First Refusal Agreement as if I were an original signatory to each of those agreements, and in this regard, I agree to sign any joinder agreement or instrument of accession that may be required.

_____
David M. Orwasher