

  
helping  
you  
**grow**



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DISCLOSURES REQUIRED BY  
NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.



## Business Opportunity Offering

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This business opportunity provides individuals the opportunity to conduct leadership, team, individual, and organizational development. From webinars to assessments, from proven leadership development curriculums to CD products, this opportunity provides extensive and qualitative services and products for leadership and personal development.

The initial investment is \$16,000.00 (includes training program) plus certain software requirements (see page. 21) at an estimated cost of \$475.00. The estimated investment ranges between \$16,475.00 and \$18,625.00. This sum does not include rent or rental expenses for a business location should the buyer choose to have one.

### Risk Factors

This agreement requires that all disagreements be settled by arbitration in North Carolina. Out of state arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate with us in North Carolina than in your home state.

Registration of this business opportunity with the state of North Carolina does not mean that the state recommends it or has verified the information in this document. If you learn that anything in this document is untrue, contact the North Carolina Secretary of State's office.

*Effective Date: January 1, 2016*



## Acknowledgement

North Carolina's Business Opportunities Disclosure Law requires two (2) copies of this disclosure statement be filed with the Secretary of State.

### Mailing Address

PO Box 29622  
Raleigh, NC 27626-0622

### Physical Address

2 South Salisbury Street  
Raleigh, NC 27601-2903

Telephone: 919-807-2225

Fax: 919-807-2039

Web: <http://www.secretary.state.nc.us/busop>

The Federal Trade Commission requires that disclosure documents be completely rewritten and updated once a year within 90 days of the fiscal-year end for distribution.

This document will be rewritten and updated January 1, 2017.

To simplify the language, "we, us, our" means MindSpring Consulting, Inc. Haydn and Terry Hasty founded and are the sole owners of MindSpring™ Consulting, Inc. WellSpring Wellness Center is a part of MindSpring™ Consulting, Inc. "You, your" refers to the person purchasing a MindSpring™ operation.

MindSpring™ is acknowledged by the State of North Carolina as a Business Opportunity company, registration #1985.



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## Mission, Purpose, and Intention

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It is our intention to provide others the opportunity to create a rewarding and deeply fulfilling career in the arena of leadership training and development and personal growth.

### We intend to:

- ✓ Create and develop a high-functioning team of individuals who are also independent MindSpring™ owners across the US committed to “providing individuals and the organizations for which they work with the skills and motivation needed to better their personal and professional lives through the understanding and mastery of the forces shaping them.”
- ✓ Empower and develop the individuals in this group to become preferred service providers by their clients.
- ✓ Further and expand the work created by Haydn and Terry Hasty that is the foundation of MindSpring™. This includes the possibility of 1-2 individuals operating in Asheville and training directly with Haydn and Terry at our location.
- ✓ Serve as an educator, trainer, psychologist, guide, and hand-holder to you in order for you to become successful.

While MindSpring is a successful but small business, our journey has been an incredible one. This is a marvelous opportunity that should be considered not only by individuals but by couples and partners.

### Therefore, our motivation is three-fold:

- ✓ Provide others the opportunity to lead and operate MindSpring™ in their part of the US, in hopes that the work we have created will thrive and expand for years to come.
- ✓ Play a role in empowering and developing other people who can play an influential role in the lives of their clients and the organizations for whom their clients work.

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- ✓ Share our success with you and play a role in helping you become a highly successful individual in the field of human development.

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## Why Consider Joining MindSpring™?

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- ✦ Owning your own business.
- ✦ Encouraged to maximize your own style and creativity.
- ✦ Making independent decisions and setting your own schedule.
- ✦ Being part of a group of individuals sharing the same mission and purpose.
- ✦ Utilizing cutting-edge, branded products such as website, newsletters, webinars, branded templates, logos, power points, presentation folders, stationary, business cards, etc.
- ✦ Capitalizing on federal contracts through MindSpring's GSA Schedule Contract.
- ✦ A lower risk of failure and/or loss of investments than if you were to start your own business from scratch.
- ✦ Systematic training, guidance, and support from experts in program delivery and business operations.
- ✦ The benefit of highly successful curriculums in the arenas of leadership development, human development, and teacher development.
- ✦ The availability of selling services and products to virtually any business or individual.
- ✦ Enhancing and developing your program delivery abilities.
- ✦ Rapid expansion with minimum capital expenditures: "hit the ground running."
- ✦ Can be passed on to your heirs or sold to others subject to our approval. The new owner would be held to the same agreements financially and otherwise as entered into with the original owner.
- ✦ Agreement renewal will be automatic as long as this contract is not breached.

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## MindSpring™ Philosophy

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MindSpring's mission statement is as follows: "To provide individuals and the organizations for which they work with the skills and motivation needed to better their personal and professional lives through the understanding of the forces shaping them."

As a result, we believe the future of all efforts in training and development should be directed in helping the client realize his or her maximum potential (entelechy). But none of us can achieve this condition automatically. We can only realize our full potential when we begin to work on ourselves and use the circumstances in which we find ourselves, pleasurable or painful, as the practice field of our work. It is vital for anyone interested in becoming what they are capable of being to develop a relationship with someone whose life reflects intention, purpose, and self-awareness.

What steps can be taken to assure this outcome? What kind of experiences must the individual acquire in order to maximize potential? What are the prerequisites to being happy, fulfilled, successful, and self-aware? What are the prerequisites to being a strong leader?

We believe the roadmap to these goals is unique for each individual and cannot be duplicated or scripted as a means of achieving them. It is not a cookie-cutter process or as you commonly hear in scripted programs, "Turn to page 23 in your manual." Nonetheless, all roadmaps have signs. Intentionality, emotional self-awareness, willpower, self-confidence, the systematic training of mind, body, and emotions, the ability to adapt to the ever-changing exterior world...these skills and labor make it possible for the individual to bring to fruition a level of mastery that produces the physical outcomes of one's dreams and goals. This is important to achieve. But there is no book, no guru and no workshop that can tell you what the answer is. That is your work, your choice, and your function.

At a fundamental level, we refer to worldly success as mastery of the horizontal. The horizontal is filled with our ceaseless efforts to reconcile love, money, sex and God in a world that is perceived by many as threatening. The horizontal world is governed by time and space, by our constant effort to escape pain and suffering, and by our attempts to seek pleasure and comfort on a daily basis. Most people are over-invested and overwhelmed with these demands.

This one-sided view of life is dominated by the will to survive and the belief that life should provide fulfillment, satisfaction and meaning.

However, if we concern ourselves only with the demands of our horizontal functioning, we are predictably going to end up with our own unique form of suffering and unhappiness, even when all of our efforts have produced outstanding achievement, worldly success and have met the expectations of others. It is the root of all inexplicable suffering.

Our observations and experiences have taught us that the human mind is obsessed with maintaining its stability and possessions in an ever-changing world of ups and downs. But do not misinterpret this statement.

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Your mind and ego are needed to master the horizontal world and the ceaseless barrage of daily expectations. Without the ego, you cannot function in the horizontal. But, whether we are conscious or unconscious of these outcomes, if we concern ourselves only with the fulfillment of horizontal needs, we are bound to find ourselves in a state of tension that confines us to the daily grind, hoping that holidays and weekends will bring relief. Horizontal mastery is part of becoming what you are capable of being! But it is only half of the yard stick.

The other half of the yard stick is expressed and revealed by that which is vertical, that which transcends time and space and that which is not threatened by nor governed by the laws of the horizontal. The vertical is the never-ending awakening to our essential being. From this framework, it can then truly be stated that our achievements are unadulterated and intact when they represent and consummate the interpretation of what we consider our inner being to be. This is not a condemnation of worldly success but simply implies that there is more to be experienced, lived and understood if you have the temperament for seeking the essence of who you consider yourself to be.

Through the constant repetition of daily tasks, expectations and the pursuit of worldly undertakings, we become robotic and mechanized. We are psychologically, physiologically, and emotionally predictable. Our perceptions and behaviors become addictions and defenses in a world of instability and constant change. In the Disney movie “Lion King,” Mufasa tells his son, “Simba, you are more than what you have become.”

Leaders are over-assessed and over-evaluated. While assessments are valuable in the examination and exploration of behavior, behavior itself is an effect, not a cause. MindSpring attempts to focus on the cause rather than the effect. We choose to focus on the issue, not the symptom of the issue. We believe there is an original source of the issue. If the source remains unchanged, unexplored, or denied, the behavior remains the same. Avoided, denied, placated or repressed, the repetitive patterns will not produce the life you desire.

Again, the opposite of the horizontal world is the vertical world. The vertical world does exist and governs all tangible and physical outcomes in the horizontal. Therefore, the pursuit of vertical understanding becomes critical in training and development. While there are assessments to measure how you handle conflict, there are no assessments that measure how self-forgiving you are, the degree of self-acceptance you claim or the degree of consciousness you manifest in your life. While these aspects of vertical development are largely invisible, they bear tremendous weight and influence in reaching desired outcomes.

The future of leadership, team, individual, and organizational development is the integration of the vertical in the horizontal, creating balance, achievement, consciousness and unity. The curriculums of “The Center for Integrated Leadership,” “Teacher as Leader™,” and “Living Consciously” were developed from this philosophy.

It is essential that you take the time to study the website (<http://www.helpingyougrow.com>) and the many facets that make up MindSpring™.

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## MindSpring™ History

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MindSpring™ Consulting, Inc. was founded in 1994 by Haydn and Terry Hasty. Both came from the public education arena. From discoveries made through a vast array of experiences in the arenas of education, psychology, leadership and spirituality, Haydn and Terry began designing curriculums and developmental processes in the arenas of leadership, teacher development, and personal mastery.

Beginning in 1995, MindSpring™ rented an office space at 552 New Haw Creek Road in Asheville, NC, for 10 years. On the first day of business, the 1200 square foot office complex consisted of 2 chairs, a used desk, and a Mac Classic 2-megabyte computer which was upgraded to 10 megabytes several months later. Essentially, we started off broke and deeply in debt. In the first six months of business, MindSpring grossed a total of \$800.00.

In 2006, the new training center at 966 Tunnel Road in Asheville was built, just 5 minutes from downtown Asheville, NC. We purchased the property next door in 2015 and created WellSpring Wellness Center ([wellspringasheville.com](http://wellspringasheville.com)) in 2016, a by-product of the rich and profound experiences we have had since 1995.

Haydn and Terry Hasty are the two principals of Monmovmin LLC that owns the MindSpring and WellSpring properties.

MindSpring™ serves a variety of clients: federal, state, health-care, educational, individual, corporate, small business, and Fortune 500 companies.

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## Company Status

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- ✓ Has no predecessor.
- ✓ Has no previous business opportunity relationships.
- ✓ Is a woman-owned small business.
- ✓ Is a sub-chapter S corporation.
- ✓ EIN: 56-1862998.
- ✓ DUNS: 944943380.
- ✓ Is registered with the federal government under the Certified Contractor Registration.
- ✓ Holds and maintains GSA Schedule Contract#: GS-02F-0132V.
- ✓ Three (3) divisions make up MindSpring Consulting, Inc:
  - Center for Integrated Leadership
  - Living Consciously
  - Teacher as Leader™
- ✓ “MindSpring™,” is a trademarked company #4,508,793.
- ✓ MindSpring™ is acknowledged by the State of North Carolina as a Business Opportunity company, registration # 1985.
- ✓ “Teacher as Leader” holds trademark registration #4,184,570.
- ✓ Has never been or is currently involved in bankruptcy.
- ✓ Has never been involved in nor is currently involved in any form of litigation.
- ✓ Has no arrangement with a public figure.
- ✓ Is offering this business opportunity for the first time.
- ✓ Projects 5-10 new business opportunity relationships as of January 1, 2016.

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## Center for Integrated Leadership

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The **Center for Integrated Leadership** is the arena of greatest activity for MindSpring™, providing leadership development services across the US.



Experience has taught us that people remain the single greatest resource in any organization. While the workplace remains a technologically dependent environment, the focus of our approach is the development of significant leadership, personal, and creative skills based upon the most influential understandings of effective behavior in the workplace.

To accomplish this goal, the **Center for Integrated Leadership** provides leaders with the tools to identify, understand, motivate, influence, and produce significant productivity results in individuals at all levels of the organization.

We believe that given the proper tools and understanding of the dynamics affecting performance, people and organizations can overcome limitation and achieve their goals.

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MindSpring™ continues to improve and expand each of the programs and TAGs (Targeted Areas of Growth) that make up the **Center for Integrated Leadership**.

- ✓ Individual and Group Dynamics: Building Effective Teams
- ✓ Leadership Beginnings: Style and Style Impact
- ✓ Leading With Integrity
- ✓ Leadership Through Emotional Intelligence
- ✓ Dealing With Conflict and Difficult People
- ✓ Faces of Leadership
- ✓ Wellness and Healthy Choices for the Overwhelmed Leader
- ✓ Mentoring: Cultivating Leadership
- ✓ The Essence of Excellence
- ✓ The Empowered Self: Leadership for Women
- ✓ Spirituality and Leadership: The 12 Invitations

In addition, there are numerous other services and products.

- ✓ Dealing with Conflict and Difficult People Webinar
- ✓ The 360° Leadership Evaluation
- ✓ Online assessments
- ✓ Online program follow-up
- ✓ Executive and individual coaching
- ✓ CD products
- ✓ Customized team-building experiences
- ✓ Conflict and mediation services
- ✓ Job fit interview
- ✓ Customized team and program puzzles

All aspects of the **Center for Integrated Leadership** curriculum are regularly reviewed and revised in order to achieve the highest level of program quality.

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## WellSpring Wellness Center

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Over the course of working with organizations, teams and individuals through MindSpring™ Consulting, Inc. and the Center for Integrated Leadership, Haydn and Terry Hasty began to see a new horizon, one that addresses the development of consciousness. This journey has resulted in the creation of WellSpring Wellness Center and the expansion of our current campus by adding the adjacent property at 960 Tunnel Road.

The mission and purpose of WellSpring Wellness Center is to increase strength, balance and transformation in your life.

The WellSpring curriculum is designed to lead you to:

- Increased mission and purpose in your life.
- A deeper ever-unfolding knowledge that allows you to understand the world in which you live and your place in it.
- A joy that is unthreatened by the material world or the duality of everyday life.

WellSpring is a safe, nurturing and also challenging center to:

- Develop the **strength** and courage to evolve and grow.
- Develop the **balance** of the vertical (inner) and the horizontal (outer) in your life.
- Experience deep **transformation** resulting in greater fulfillment.

WellSpring Wellness Center offers a variety of services and programs that are flagship components which you, the franchisee, would be able to include in your list of services. As you can see, these programs are more likely to appeal to personal development vs leadership development. We believe, however, that the flagship programs will increase exponentially a person's ability to be a better leader. Nonetheless, we aren't naïve and realize, as you can see by the names of the programs, that a typical organization will have hesitation in seeing these programs as being related to leadership development.

The following table shows the services and programs in bold offered by WellSpring Wellness Center. The programs listed under Precision Pilates are NOT MindSpring™ or WellSpring services but are services provided by a private and independent operator.

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**PRECISION PILATES**

Pilates

Mat Class

Group Reformer

Individual Sessions

Duet Equipment Sessions

Whole Body Vibration Machine

Ballet and Pilates Fusion

Sculpt Cardio Barre

Workshops on Equipment

Bone Density Jumpboard

Yoga

Aerial Yoga

**WELLSPRING**

**A Conscious Life\***

**Health and Healing  
Now\***

**A Graceful Life and  
Death\***

**The Art of Relaxation  
and Meditation**

**The Art of Joyful  
Relationships**

**The Enneagram  
Weekend**

**Parenting Like a Guru**

**Young Leader's  
Development Program**

Reflexology

**\*Represent Flagship  
Week-Long Intensives**

**INDIVIDUAL SERVICES**

My WellSpring Day

**My Life Yoga**

Accupuncture

Massage

Your Indra Report

Your Astrological Reading

T'ai Chi

Reikki

Bio-Consciousness through Focusing

Nutritionist

Rolfing

Esthetician

We would like to share with you some additional thoughts about this major effort. The earliest preoccupation of an individual following childhood is the impulse toward perfection: the search for prosperity, power, security, love, meaning and fulfillment. Life is always striving towards consciousness, completion, and freedom! The world resolves itself into the field of our personal life and becomes the mirror of all of our yearnings, hopes and fears. But these persistent ideals have resulted in their contradictions for most, leaving the individual

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besieged by mental, physical and emotional suffering and confusion. But there is no one who, critically aware, does not very soon realize that there is something wrong with our way of existing.

Our trust in a fulfilled life has been replaced by a reliance on information, on individual capacity, on possessions and all their false promise security; our original faith has given way to reliance on conventional patterns and the effort of keeping up the appearance required by the world; our original union with life has been replaced by dependence on the love and acceptance of others. We don't have to live this way.

In a word WellSpring Wellness Center is designed to lead you towards the painful, rewarding, never-ending process of transformation. By this means alone can you approach the fulfillment of your destiny...which is to become a Person in whom and through whom Divine Being is revealed in this life.

The goal of all true practice is transformation. Spiritual progress inevitably brings about transformation. The time has now arrived when humanity has sufficiently matured to experience a reality which has hitherto belonged solely to the realm of faith. As a result, the time has come for us to free ourselves from the idea that only those things which can be rationally grasped, measured and objectively verified are real and worthy of study and practice. Our generation is witness to a decisive turning point in human development; the opening of the initiatory way, formerly the exclusive province of the mystics, to all those who have arrived at this level of maturity.

Practice on ourselves takes place in the physical and spiritual sense. It is always of two kinds. It involves both the pulling-down of everything that stands in the way of our contact with Divine Being and the building-up of a form which, by remaining accessible to its inner life, preserves this contact and affirms in it every activity in the world. The extension of our consciousness, to be satisfying, must first be an inner enlargement of the internal core, of establishing an internal consciousness that is unthreatenable. Understood in this personal sense, the word "center" has a threefold foundation: It stands on the strength by which we live, the balance by which we strive for fulfillment and the transformation which is the distinguishing mark of our progress.

The goal of WellSpring Wellness Center is to help you increase your consciousness to achieve a greater sense of a deeply fulfilled existence, an ever-unfolding knowledge and a joy that is unthreatened by the material world.

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The Teacher as Leader™ is a trademarked teacher development program.

Go to <http://helpingyougrow.com/services/educationworks> to view the 49 page downloadable Teacher as Leader™ document that will provide you with the foundation and essence of this powerful program. The Teacher as Leader™ program is one of the most effective outcomes-results based teacher development programs available.

Mountains of research and personal experience reveal a number of consistent assumptions about successful learning and teaching. Some of them are:

- ✓ Success in the Classroom = Longevity in the classroom = Student Success
- ✓ Learning = Change = Learning
- ✓ Learning and wanting to learn are inseparable.
- ✓ Great teachers are not born. They are developed.
- ✓ For successful teachers, the easy part is teaching. The hard part is preparation.
- ✓ It takes skill to teach; it takes no skill to punish.
- ✓ Successful teachers deal with conflict in a masterful manner by building relationships with their students.
- ✓ Emotional intelligence is a key characteristic of successful teachers.

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- ✓ Willingness and ability to give and receive feedback in a healthy manner is visible to students and administrators. This skill determines to a great degree the success of the teacher.

The **Teacher as Leader™** core programs are:

- ✓ Teaching Style and Style Impact
- ✓ Style Differentiated Instruction: Creating Engaging Lesson Plans
- ✓ Integrity, Achievement, and Accountability in the Classroom
- ✓ Dealing with Conflict, Anger, Disagreement in the Classroom
- ✓ Emotional Intelligence in the Classroom
- ✓ Motivating and Inspiring the Uninspired
- ✓ Teacher as Leader: Mentoring and Developing Others

All aspects of the **Teacher as Leader™** are regularly reviewed and revised in order to achieve the highest level of program quality.

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## Biographies

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### Haydn Hasty



**Haydn Hasty** is President of MindSpring™ Consulting, Inc. He started MindSpring™ in 1994 in Asheville, NC with a 2 megabyte Mac Classic computer and a dream. He holds a B.A. in French, a M.A. in French, an Educational Specialist degree in curriculum and instruction, and a Ph.D. in psychology. He was a dedicated student of leadership and behavioral development at a major behavioral science firm for over 10 years. He also studied at the Faculté des Lettres in Avignon and Dijon, France and was a former finalist for NC Teacher of the Year, having taught at the secondary level for 20 years. Haydn is the author of *Mind, Intention and Outcomes*,

*“Courageous Choice: Transforming your Fixed-Tape-Loop,”* and *“The 12 Invitations: Spirituality and Meaning in Daily Life,”* all CD products. He is also the author of *“The Fathers of St. A,”* a coming-of-age novel. Terry Hasty, his wife, best friend and business partner, joined MindSpring™ in 1996. Haydn and Terry Hasty have been the principal designers of MindSpring’s Center for Integrated Leadership curriculum. With its own facility in Asheville, MindSpring™ continued to expand with franchise operations in Washington, DC and Charlotte. In 2016, Haydn and Terry expanded the Asheville campus with the addition of WellSpring Wellness Center in 2016, a pioneering effort that focuses on the increase of consciousness in daily life. Haydn’s blog can be found at [haydnhasty.com](http://haydnhasty.com).



### Terry Hasty

Terry Hasty is Vice-President of MindSpring™ and WellSpring. She holds a B.A. degree from UNC-Chapel Hill and a M.S. degree in human resource development from Western Carolina University. She studied human resource development abroad in London, England, and has facilitated educational workshops in Europe. She develops and facilitates programs for teams, education faculties, women in leadership and corporate groups. She also serves as a facilitator and coach.

Terry was born in 1961 in Minneapolis, MN. She taught English and Journalism in the NC public secondary schools for 12 years. She was the recipient of the Huser Award at Western Carolina University for her academic work in human resources. Significant influences in her life and leadership include the grace of wonderful parents, exceptional experience of teaching teenagers, the blessing of raising children, studying at a behavioral

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science firm, and time with three influential mentors throughout her life. Terry's favorite line from [Women Who Run with the Wolves](#), by Clarissa Pinkola Estes illustrates her belief in people:

“But even when it is our own choices that have blown us off course – too far from what we need – hold faith, for within the soul is the homing device. We all can find our way back.”

Terry is the author of:

- ✦ Dealing with Conflict and Difficult People (online webinar)
- ✦ MindSpring newsletters and digital communication processes

### Ashleigh Stoia

Ashleigh Stoia is MindSpring's technology advisor and creative whiz. She graduated from Vanderbilt University with a B.S. in Human and Organizational Development and is in the process of pursuing her Master's in Organizational Leadership. Ashleigh's work includes: market researcher, consultant and designer of corporate training and e-learning programs, as well as web manager. She is the key designer of MindSpring's webinar development, web development, and online tools.



### Stuart Leblanc

Stuart Leblanc is MindSpring's financial advisor and accountant. Stuart has been a CPA in Asheville for 30 years and is the owner of Leblanc Associates, a well-known CPA firm in Asheville.

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## Evaluating Your Suitability as a MindSpring™ Business Owner

Carefully consider these questions before you decide to join MindSpring™.

YES	NO	
		Have you and your partner and knowledgeable family members discussed the idea of going into business for yourself?
		Are you in agreement?
		Do you have the financial resources required to join MindSpring™? Where are you going to get the capital to begin?
		Are you ready to make the necessary sacrifices needed to succeed?
		Will the possible loss of company benefits, including retirement plans, be outweighed by the potential monetary and self-satisfaction you experience from this endeavor?
		Have you conducted a thorough inquiry into your true motives and desired outcomes?
		Does your situation provide with you with time and finances needed to get your operation going?
		Do you realize that most new businesses, including this endeavor, may not break even in the first year?
		Will you remain employed at your current occupation while your operation is in its initial, pre-profit stage?
		Are you able to handle the emotional and physical strain that may be involved in becoming successful?
		Is your present state of health good?
		Do you have or do you desire to have experience in business that can serve as a strong foundation in this endeavor?
		Do you feel you are in agreement with the philosophical and value-based curriculums proposed by the “Center for Integrated Leadership,” “Living Consciously,” and “Teacher as Leader™?”
		Does your exploration of the web site result in a sense of compatibility?

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## An Ideal Candidate

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- ✔ Is a hard worker.
- ✔ Is willing to learn.
- ✔ Enjoys the arena of human development.
- ✔ Has a background in education, psychology, leadership development, self-awareness or personal mastery.
- ✔ Has adequate financial resources to start a MindSpring™ franchise.
- ✔ Has a family that supports the new venture.
- ✔ Is willing to grow.
- ✔ Is willing to sell.
- ✔ Is willing to write out in detail where they want to be 5 years from starting this adventure.
- ✔ Is innovative, creative, and willing to take appropriate risks.
- ✔ Is willing to change their beliefs about how great work is accomplished.

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## Operating as an Entrepreneur

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Nothing in this document is intended to constitute you as our agent, legal representative, subsidiary, joint venture, fiduciary partner, employee, or servant for any purpose whatsoever. You are an independent contractor and are in no way authorized by this document to make any contract, warranty, or representation, or to create any obligation, express or implied, on behalf of or in the name of us. All of your employees are your responsibilities and not ours.

In all of your dealings with third parties, including customers, employees, and suppliers, you shall disclose in an appropriate manner acceptable to us that you are an independent entity. This document does not create a relationship of fiduciary standards or of special trust or confidence.

The parties intend to confer no benefit or right on any person or entity not a party to this agreement and no third party shall have the right to claim the benefit of any provision hereof as a third party beneficiary of any provision.

If you hire employees, you will use your best efforts to properly train or procure qualified and competent personnel in keeping with the standards established by us and our on-going directives.

You are prohibited from the delegation of operational responsibility of the business opportunity to any other person except as may be otherwise be set forth in a written agreement between us and you, or approved in writing by us.

As an independent contractor, you are responsible for seeing that your employees and independent contractors sign confidentiality agreements enforceable in your state.

To maintain our confidentiality, you shall not during the term of our agreement and relationship be a member of or otherwise be associated with any consortium, organization, or business engaged, directly or indirectly, in the purchase or arranging for the purchase of a competing business.

In addition, you may not authorize or allow independent contractors or any third party with whom you transact business to use or have access to our confidential marketing, operational, or programming content. You shall keep strictly confidential our marketing, operational, programming, pricing, proprietary materials, information access of any kind, retrieval, storage and management systems, and any information contained in any operational or programming manual conveyed to you by us.

As an independent contractor, you shall indemnify and save us harmless from and against all costs, damages, expenses, claims, and other losses and liabilities, in tort or contract, including reasonable legal and accounting fees incurred directly or indirectly out of or in connection with, or alleged to have been cause by, the operation of your business or arising or alleged to have arisen against you, including all costs incurred as a result of claims

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or suits against us arising therefrom, unless such claim is due to our negligence or willful act or that of our agents, employees, or representatives.

We may take steps we deem necessary to protect ourselves from such claims or suits, and you shall reimburse us for all expenses necessary to protect ourselves from such claims or suits, and you shall reimburse us for all expenses incurred in connection therewith, including reasonable attorneys' fees, within ten (10) days from the date of an invoice from us to you for such expense.

As an independent contractor, at all times during the term of our agreement, you shall maintain in effect a policy or policies of insurance naming us as an additional insured on the face of each policy at your cost and expense, as follows:

1. Professional public liability policy if necessary that includes comprehensive general liability coverage in the amount of \$1,000,000 per occurrence and errors and omissions coverage, which amounts may be changed from time to time upon receipt of written demand from us.
2. Worker's compensation insurance as provided by state law for any employees you may choose to hire.
3. Business insurance.
4. All insurance coverage required by your city, county, state, or federal agencies.

All policies of insurance shall be timely renewed and policies and certificates together with evidence of execution shall be delivered to us at least thirty (30) days prior to the expiration of this agreement.

Should there arise an occasion that either party feels there is a breach of contract, and that actions do not provide relief to either party, this agreement allows either party to seek resolution to those conditions through arbitration or mediation rather than litigation. All claims must be arbitrated in Asheville, North Carolina before a certified member of the North Carolina Academy of Superior Court Mediators in Asheville, NC. This agreement states that North Carolina law governs this agreement and that this law may not provide the same protection and benefits as local law.

As an independent contractor, there are numerous situations that could occur but which can be remedied. Some of these are:

1. Adverse conduct affecting goodwill.
2. Failure to make timely payments.
3. Transfers without our prior consent.
4. Failure to supply financial reports.
5. Failure to keep reliable financial records.
6. Failure to maintain confidential information.

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7. Failure to maintain good conduct standards.
8. Operating out of agreed upon territory.
9. Failure to reach required gross revenue level after agreed upon timeframe.

But there are numerous situations that could occur but which cannot be remedied. Such conditions would result in the dissolution of our agreement. These are:

1. If your operation is declared judicially insolvent.
2. We become aware that you are not representing MindSpring™ with the integrity and quality on which we have built our business.
3. We mutually agree in writing.
4. You make material misrepresentations relating to the acquisition or operation of your business.
5. Your operation is seized for unlawful activity.
6. Conviction of a felony or criminal misconduct.
7. False communication and reporting of gross sales and financial reporting.
8. Failure to comply with any federal, state, or local law or regulation applicable to the operation of your business.
9. If we fail to deliver to you the training necessary to begin operation of your business within the agreed upon time of that training, you may notify us in writing and demand that the contract be cancelled and your investment of \$16,000.00 be refunded to you.

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## Rights to Sell and Conduct Training

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In pursuing this opportunity, you will be given rights to sell and conduct training in all aspects of “**The Center for Integrated Leadership**,” “**Teacher as Leader™**,” and the “**WellSpring Wellness Center**” programs, the three divisions of MindSpring™ that have taken Haydn and Terry Hasty twenty years to design. From coaching to online assessments, from leadership development programming to online webinars, you will be given rights and access to all materials, power point presentations, program agendas, workbooks, assessments, and business systems to become a successful entrepreneur in the field of training and development.

You are not required to advertise your services. You are not required to maintain a public office space although you will be strongly encouraged to do so. While we believe that location in or near larger metropolitan areas will provide greater opportunities for you, we recognize that the world is a global village and can be accessed by the push of a button. Should you choose and be chosen to be part of the MindSpring™ team, your entrepreneurial effort will be named after the city of your location. Example: If you are located in Tampa your business will be called, MindSpring™ Tampa. Certainly, your own idea will be considered.

This is not a cookie-cutter or widget-producing idea. It is not our desire to exert control over how you conduct your operation other than software requirements. We believe the more choices a person has, the more likely they are to succeed. Our primary effort will be helping you develop your program delivery skills and abilities to understand and help others grow and increase the quality and satisfaction of their lives. However, our secondary effort will be serving as a guide in helping operate your business through the systems we have developed.

Your creative input will not only be strongly encouraged but required if you are going to be successful. There is little doubt that many associates will far surpass what we have achieved and created. Based upon a foundation of integrity and absolute clarity of our mission and purpose, there is little we cannot achieve together.

We are committed to doing everything we can to help you become horizontally (financial) and vertically (potential) fulfilled and successful.

You are invited to a commitment of “cathedral work,” to conducting a business devoted to “providing individuals and the organizations for which they work the skills and motivation needed to better their personal and professional lives through the understanding and mastery of the forces shaping them.”

At our core, we are dedicated to helping ordinary people produce extraordinary results in their life and work.

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## Territory and Sales Requirements

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Each MindSpring™ owner has the right to sell to any client in any location domestic and abroad with the following exception: You may not sell to a client in any location that is already doing business with another MindSpring™ operation without written consent from that owner.

We agree there will only be one MindSpring operator in your city. We will be happy to discuss any territorial issues or constraints unique to your location that you would like to include as part of this agreement.

After five years of operation, you are encouraged but not required to produce a minimum of \$100,000.00 of yearly gross sales. Following the first five years of operations, if you do not exceed \$100,000.00, we will jointly address the situation and seek a mutually agreed upon response.

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## Your Estimated Financial Investment

Table P.1

Item	Remarks / Description
Application fee*	\$125.00 Non-refundable application fee. Background check will be conducted.
Face-to-face meeting	Your travel to Asheville, NC, for personal interview and business opportunity exchange.
Opening investment*	\$16,000.00 Includes training program. See page 23.
Royalty*	7% of gross sales that are payable monthly on the 10th day of the next month. Gross sales are defined to include all sums or things of value received by you in and from your business from all sales of services, goods, and products, whether for cash, check, credit, or barter. Gross sales do not include refunds to customers or the amount of any sales taxes or any similar taxes. All such items, including non-collectible accounts, which are claimed as deductions to gross sales must be supported by proper documentation.
Training program	Included in the opening investment fee.
Miscellaneous Costs*	Please see table Q.1 below.
Advertising Fees	None required.
Opening Inventory	None required. Order as needed for assessments, manuals, etc.

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Real Estate	None required.
Renewal Fee	None required.
Transfer Fee*	\$1,500.00 You will be required to pay a nonrefundable transfer fee upon the assignment, transfer, or sale of the operation.
PayPal Credit Card Account	\$30.00 Monthly fee for ability to accept credit cards. Encouraged but not required.
Software Requirements	Please see Table P.1 below.

*\*All fees are imposed by and are payable to MindSpring Consulting, Inc.*

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Software Requirements

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TABLE P.1

NAME	DESCRIPTION	ESTIMATED AMOUNT
Sage ACT (recommended but not required)	Customer Database	\$275.00
Intuit QuickBooks Pro (required)	Financial database	\$200.00
	<b>SUB-TOTAL</b>	<b>\$475.00</b>
<b>Not Required But Highly Recommended:</b> E-Learning Classroom Performance Systems / IR (CPS Spark and Mobi View Mobile Board)	Program delivery	\$2,150.00
<b>You Must Possess:</b> Computer compatible with running current version of Windows and Office 2013, telephone, printing and fax capabilities, ISP and email address	Office set-up	

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## Materials Costs

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- OPTION 1:** We will print any materials, manuals, profiles, mindmaps, handouts, etc. which can be shipped to you at cost plus 10% plus any postage and handling.
- OPTION 2:** Using Google Drive, we provide online access to all templates for all materials, manuals, profiles, mindmaps, handouts, etc. which you can print or have printed at your printer of choice.
- NOTE 1:** Any assessment can be ordered from our office as needed at cost plus any postage and handling. 360° leadership assessments will be processed by our office at cost plus 10% plus any postage and handling. We will forward 360 evaluation PDF files to you for printing.
- NOTE 2:** Materials costs are not additional expenses to you but would be included in invoicing for services rendered.

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## Projected Earnings

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We do not furnish any oral or written information concerning the actual or potential sales or profit of owning a MindSpring™ operation. Actual results vary from operation to operation due to a number of variables and we cannot estimate the results of any particular operation.

However, you are provided a comprehensive training program which will enable you to derive income from this business opportunity which exceeds the price you paid for it.

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## Percentages

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MindSpring™ will receive 7% of all gross revenues on a monthly basis. You will be asked to electronically submit your sales figures and 7% fee by the 10<sup>th</sup> of the month for the previous month.

The following examples are not precise as they only estimated printing, shipping and handling costs.

<b>Example:</b>	You sell the Dealing with Conflict webinar to 15 clients
<b>Program:</b>	\$2,235.00* (15 x \$149.00)
<b>Gross:</b>	\$2,235.00
<b>7% Fee:</b>	\$156.45 (7% x \$2,235.00)
<b>Materials:</b>	\$0.00
<b>Net:</b>	<b>\$2,078.55</b>

<b>Example:</b>	You sell and conduct a 2 day “Individual Style and Style Impact” program to a group of 25 where travel is required.
<b>Program:</b>	\$5,000.00* (\$2,500.00 x 2)
<b>Materials:</b>	\$875.00 (25 X \$35.00)
<b>Travel:</b>	\$1,800.00
<b>Gross:</b>	\$7,675.00 (\$5,000.00 + \$875.00 + \$1,800.00)
<b>7% Fee:</b>	\$537.25 (7% x \$7,675.00)
<b>Net:</b>	<b>\$7,137.75 (\$7,675.00 - \$537.25)</b>

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<b>Example:</b>	You sell and conduct a 3 day “Leadership through Emotional Intelligence” program to a group of 15 where travel is required.
<b>Program:</b>	\$7,500.00* ( $\$2,500.00 \times 3$ )
<b>Materials:</b>	\$2,925.00 ( $15 \times \$195.00$ )
<b>Travel:</b>	\$2,200.00
<b>Gross:</b>	\$12,625.00 ( $\$7,500.00 + \$2,925.00 + \$2,200.00$ )
<b>7% Fee:</b>	\$883.75 ( $7\% \times \$12,625.00$ )
<b>Net</b>	<b>\$11,741.25</b> ( $\$12,625.00 - \$883.75$ )

<b>Example:</b>	You sell four (4) one-hour executive coaching sessions by telephone.
<b>Program:</b>	\$640.00* ( $\$160.00 \times 4$ )
<b>Materials:</b>	\$0.00
<b>Travel:</b>	\$0.00
<b>Gross:</b>	\$640.00
<b>7% Fee:</b>	\$44.80
<b>Net:</b>	<b>\$595.20</b> ( $\$640.00 - \$44.80$ )

*\*The prices you are able to receive for your services may be above or below the example based upon expertise, experience, and client.*

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## Initial Startup

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Perhaps you are already in business and are interested in expanding your scope of operations. Perhaps this is an entirely new endeavor for you. Regardless, we are aware that you will have many other expenses in your effort to begin your MindSpring™ operation whether you choose to begin working out of your home or you wish to have a store-front location. There are expenses associated with every great idea. We want to do everything we can to make it easy for you to get started and to see immediate growth and success.

We understand that the success of your effort hinges on your ability to lead individuals, groups, and teams to help them achieve their intended goals. With that in mind, the development of your skills in delivering programs, developing relationships, acquiring flexible program delivery techniques, and increasing your mastery of the program content is crucial. We are committed to helping you acquire those skills.

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## Training Program

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The 5 day training program will be scheduled according to the needs of the MindSpring™ operators.

The training program will contain all of the following areas and more:

1. Provide you with a MindSpring™ presentation bag and business cards.
2. Provide you with all of the business operational details.
3. Teach you how to set your business up as a Sub-Chapter S corporation.
4. Teach you how to sell the many services and products that make up your operation.
5. Review how we will resolve any differences and problems we might experience.
6. Examine the many different arenas, industries, projects, and possibilities that will provide you with a customer base.
7. Learn how to price your services and products.
8. Help you create a 5 year plan for your operation.
9. Share different technologies of how to manage communications, newsletters, emails, and website.
10. Discuss how to set up all QuickBooks Pro financial records, invoicing, payroll, quarterly tax reporting, and royalty reporting.
11. Review the MindSpring™ brand and logos and how they are used in all operations.
12. Explore and review all program agendas.
13. Explore and review all manuals, power points, activities and ancillary materials used for each program.
14. Prior to the training program, you will complete all assessments associated with each program. In the training program, we will review each of those assessments.
15. Review our GSA contract.
16. Examine in detail your facilitator style, the pros and cons of your style and what you can do to improve your style.
17. Create an action plan for improving your delivery style.
18. Allow you to network with other MindSpring™ operators and colleagues with whom you may choose to partner and share in different projects.
19. Stay current with best practices as shared by your colleagues.
20. Push you beyond your current boundaries in order to grow and improve.
21. In addition, you may choose to attend any program conducted by us to advance your learning and skills, provided there are no objections from our client.

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## Protecting Intellectual Property

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“MindSpring™” and “Teacher as Leader™” are trademarked. It is our experience that it is very difficult, if not impossible, to protect intellectual property in the field of training and development. We choose to base this effort and our relationship with you on absolute integrity, transparent dealings and clarity of mission and purpose.

With that in mind, you are encouraged to expand the principles, understandings, and wisdom that help human beings improve their life and work by using our successful work, models, workbooks, digital products, and presentation formats as a basis and foundation. With over 20 years of curriculum development in the fields of leadership, educational, and personal growth, you will begin your business with a powerful foundation upon which to build your future.

Some associates will choose to focus only on one of these divisions. Other associates will choose to operate within several divisions. Some associates will conduct business only during the work week. Other associates will create weekend programming and evening options. Some associates will have a store-front office where other associates will operate from home. Some associates will have employees and/or partners. Others will operate by themselves. We believe that the more choices you have, the more likely you are to enjoy our relationship and the more likely it is that you will succeed.

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## Financing

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We will be happy to discuss financing your initial investment as part of our commitment to your growth and success. This can be discussed at your first visit to Asheville.

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## Additional Comments

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It is likely that you will still have many questions. Please contact us to discuss your questions or other issues. After reviewing this disclosure document in its entirety, **if you are ready to take the next step** complete your MindSpring™ application by going to <http://helpingyougrow.com/join-mindspring>. Once you have completed the online application form, your application will be reviewed within ten (10) business days.

Most importantly, thank you so much for considering this wonderful opportunity and we hope to have the honor of meeting you and helping you build a rewarding career in the field of training and development.

Sincerely,

A handwritten signature in black ink that reads "Haydn Hastie".

Haydn Hastie, M.A., ED.S., Ph.D., President

A handwritten signature in black ink that reads "Terry Hastie".

Terry Hastie, M.S., Vice-President

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## Acknowledgement / Agreement

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**Acknowledgement.** You, by executing this Agreement, acknowledge receipt of our Business Opportunity document and Agreement, at least ten (10) business days before signing this Agreement, and that the Agreement received is substantially the form being executed this date and has been in your possession for at least five (5) business days. These representations are not intended to nor shall they act as a release, estoppels, or waiver of any liability incurred under North Carolina Business Opportunity Law.

**Further Acknowledgement.** You further acknowledge that you have entered into the Agreement in reliance upon the information set forth in this Document and Agreement and have relied on no promises, no representations, no statements, or no undertakings made by us or our representative or others who are in conflict with any statements or representations made and not set forth in this Document or Agreement.

**Independent Counsel.** You expressly acknowledge that you have conducted an independent investigation of the contemplated association with us and you have been advised by us to seek your own independent counsel prior to signing this agreement. As part of that investigation, you acknowledge that you visited MindSpring™ on \_\_\_\_\_ to discuss and consider this business venture.

**Business Risk.** You expressly recognize that the contemplated association with you involves business risks making the success of the association largely dependent upon the business abilities of you and external economic forces. You acknowledge that neither we nor any other person can guarantee the success of your business.

**No Financial Projections or Representations.** You expressly acknowledge that you have not received nor relied upon any warranty or assurance, expressed or implied, as to the potential sales volume, profits, or success of the association with our system.

**Additional Provisions.** These are provisions that have been made for your training program. If you would like to change these dates, please contact us as soon as possible.

1. The training program for \_\_\_\_\_ will take place Monday, \_\_\_\_\_ at MindSpring™ Consulting, Inc., Asheville, NC.

**Entire Agreement.** This Agreement constitutes the entire Agreement of the parties into which all prior negotiations, commitments, representations, and undertaking are merged and no modification or termination of this Agreement shall be binding unless executed in writing by all parties hereto. This Agreement is binding on the parties and their heirs, successors and assigns.

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The undersigned acknowledges that they have read this agreement in full; have been supplied with a MindSpring™ Consulting, Inc. offering in accordance to federal and state law; are cognizant of each and every one of the terms and provisions hereof and agree hereto; that no representations or agreements, whether oral or written, except as herein set forth, have been made or relied upon;

That the signatures affixed hereto were affixed as the wholly voluntary act of the persons who signed this agreement; and that the terms and provisions of this agreement cannot be changed or modified unless in writing signed by the authorized representative of you and unauthorized corporate officer of us; that the undersigned realizes that there can be no guarantee of success since your business ability, aptitude, and industrious disposition are the primary factors in your success.

In witness whereof, the parties hereto have caused this Agreement to be duly executed in duplicate as of the day and year written herein.

**OFFERER:**

MindSpring™ Consulting, Inc.

A North Carolina Corporation licensed to do business in North Carolina.

Date: \_\_\_\_\_ By: Haydn Stewart Hasty, President

Signature: \_\_\_\_\_

*or/and*

Date: \_\_\_\_\_ By: Terry Irwin Hasty, Vice-President

Signature: \_\_\_\_\_

**BUYER:**

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

Signature: \_\_\_\_\_

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