



**FRANCHISE DISCLOSURE DOCUMENT**  
***Interim HealthCare® Franchise Program***

Interim HealthCare Inc., a Florida Corporation  
1551 Sawgrass Corporate Parkway, Suite 230  
Sunrise, FL 33323  
(954) 858-2672  
franchising@interimhealthcare.com  
www.interimhealthcare.com

Interim Healthcare, Inc. offers franchises for the right to operate a business under the trade name INTERIM HEALTHCARE® using Interim systems within a defined territory offering the following service lines: 1) supplemental medical staffing, which includes the temporary services of health care personnel such as registered nurses; licensed practical nurses; nurse assistants; medical social workers; and physical, occupational and speech therapists to other health care providers and facilities; 2) personalized care at home, which includes the temporary services of personnel such as registered nurses, licensed practical nurses, home health aides; personal care aides; and companions to provide health care and support services directly to individuals; 3) health care related home medical equipment, products and supplies to individuals to whom the franchisee is providing health care services and 4) permanent placement services in health care related occupations to other health care providers and facilities (the “Primary Services”). If you qualify and pay an additional fee, you may also be authorized to offer and provide 1) hospice services including end of life care and support services to eligible patients and their families in their place of residence, using primarily licensed personnel such as physicians, registered nurses, licensed practical nurses and medical social workers, and other personnel such as bereavement, spiritual care and dietary counselors, volunteer coordinators, aides and companions; 2) skilled nursing, physical, occupational and speech therapy and home health aide services associated with Medicare covered home health care; and 3) pharmaceuticals and health care related home medical equipment, products and supplies to individuals to whom you are providing hospice services (“Home Health and Hospice Services”).

The total investment necessary to begin operation of an Interim HealthCare franchise offering the Primary Services ranges from \$156,000 to \$239,000. This includes \$75,000 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin the operation of an Interim HealthCare franchise offering Primary Services and a Home Health and Hospice Services ranges from \$422,150 to \$628,000. This includes \$135,000 that must be paid to the franchisor or its affiliate.

Alternate formats. You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Mickey Antley, VP, Growth & Development at Interim HealthCare Inc., 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, FL 33323 and 954-858-2672.

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

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your contract. **Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.**

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

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

Issuance Date: June 9, 2025.

## How to Use This Franchise Disclosure Document

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

<b>QUESTION</b>	<b>WHERE TO FIND INFORMATION</b>
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit H includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Interim Healthcare business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchise have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be an Interim HealthCare franchisee?</b>	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## **What You Need To Know About Franchising *Generally***

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

## **Some States Require Registration**

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends that franchise or has verified the information in this document. To find out if your state has registration requirements, or to contact your state, use the agency information in Exhibit E.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

### **Special Risks to Consider About *This* Franchise**

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation or litigation only in Florida. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate with the franchisor in Florida than in your own state.
2. **Governing Law**. The franchise agreement states that Florida law governs each agreement, and this law may not provide the same protections and benefits as local law. You should compare these laws.
3. **Minimum Sales Quotas**. The Franchise Agreement requires that you attain certain sales quotas during each calendar year. If you fail to attain your sales quotas, you could be required to pay the Franchisor a royalty on the amount of the deficiency, or have your franchise terminated.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

**INTERIM HEALTHCARE  
MICHIGAN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

The following is applicable to you if you are a Michigan resident, or if your franchise will be located in Michigan.

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

- (A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.**
- (B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.**
- (C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.**
- (D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN FIVE (5) YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, MARKETING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE**

**EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST SIX (6) MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.**

- (E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.**
- (F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.**
- (G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:**
  - (i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.**
  - (ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.**
  - (iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.**
  - (iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.**
- (H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE**

**OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).**

- (I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.**

**\* \* \* \***

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

**\* \* \* \***

**IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN \$100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.**

**\* \* \* \***

**THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS:**

**MICHIGAN DEPARTMENT OF COMMERCE,  
CORPORATION AND SECURITIES BUREAU  
6546 MERCANTILE WAY  
P.O. BOX 30222  
LANSING, MICHIGAN 48910.**

**ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:**

**DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE  
CONSUMER PROTECTION DIVISION  
ATTN: FRANCHISE  
670 G. MENNEN WILLIAMS BUILDING**



**LANSING, MICHIGAN 48913**

**NOTE: NOTWITHSTANDING PARAGRAPH (F) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (F) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.**

## TABLE OF CONTENTS

ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES .....	1
ITEM 2 BUSINESS EXPERIENCE .....	9
ITEM 3 LITIGATION .....	12
ITEM 4 BANKRUPTCY .....	16
ITEM 5 INITIAL FEES .....	16
ITEM 6 OTHER FEES .....	18
ITEM 7 ESTIMATED INITIAL INVESTMENT .....	24
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	30
ITEM 9 FRANCHISEE'S OBLIGATIONS .....	35
ITEM 10 FINANCING.....	37
ITEM 11 FRANCHISOR'S ASSISTANCE, MARKETING, COMPUTER SYSTEMS, AND TRAINING .....	37
ITEM 12 TERRITORY .....	42
ITEM 13 TRADEMARKS.....	44
ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.....	45
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS .....	46
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL .....	47
ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION.....	47
ITEM 18 PUBLIC FIGURES.....	51
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS .....	51
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION.....	62
ITEM 21 FINANCIAL STATEMENTS.....	69
ITEM 22 CONTRACTS .....	69
ITEM 23 RECEIPTS .....	69

### Exhibits:

A	Interim Healthcare Franchise Agreement
B	Additional Disclosures Required by Certain States
C	Business Associate Agreement
D	Deposit Remittance Form
E	Agents for Service of Process
F	List of State Administrators
G	List of Franchises/Terminated Franchises
H	Financial Statements
I	Operations Manual Table of Contents
J	State Effective Page
K	Receipts



**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

**The Franchisor**

Interim HealthCare Inc. (“we” or “us” or “IHI”) is a Florida corporation, with our principal place of business at 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323. From 1967 through 2008 we provided permanent placement and temporary services of nursing and other health care personnel, non-medical support and companion care services, hospice services and health care related home medical equipment, products and supplies. Beginning in 2021, we began operating selected company-owned locations directly. We have granted franchises to others to provide one or more of these services since 1968. We have not offered franchises in any other line of business.

The trade name under which we offer the franchises described in this Disclosure Document is: INTERIM HEALTHCARE®.

A list of our agents for service of process can be found in Exhibit E.

**Parent**

IHI is a wholly owned subsidiary of IH Acquisition Corp. (“IHAC”). IHAC’s principal business address is 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

IHAC is a wholly owned subsidiary of Caring Brands International, Inc. (“CBII”). CBII’s principal business address is 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

CBII is a wholly owned subsidiary of CBI U.S. Parent, Inc. (“CBIUSP”). CBIUSP’s principal business address is 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

CBIUSP is a wholly owned subsidiary of CBI U.S. Intermediate Co., Inc. (“CBIUSI”). CBIUSI’s principal business address is 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

CBIUSI is a wholly owned subsidiary of CBI U.S. Topco, Inc. (“CBIUST”). CBIUST’s principal business address is 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

CBIUST is a wholly owned subsidiary of CBI Parent, L.P. (“CBIP”). CBIP’s principal business address is 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

CBIP is a wholly owned subsidiary of CBI-Gator Acquisition, LLC (“CBIGA”). CBIGA’s principal business address is 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

CBIGA is a wholly owned subsidiary of CBI-Gator Holding, LLC (“CBIGH”). CBIGH’s principal business address is 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

CBIGH is a wholly owned subsidiary of CBI-Gator Intermediate Holding, Inc. (“CBIGIH”). CBIGIH’s principal business address is 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

CBIGIH is a wholly owned subsidiary of CBI-Gator Parent, LLC (“CBIGP”). CBIGP’s principal business address is 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

## **Predecessors**

IHI was incorporated on August 25, 1965, as Labor Pool Inc., of Miami, Florida. On March 3, 1966, our name was changed to The Management Pool, Inc. On July 25, 1967, our name was changed to Medical Personnel Pool, Inc. On June 23, 1992, our name was changed to Interim HealthCare Inc. More than a decade ago, we were owned by a company then known as Interim Services Inc. (“ISI”).

## **Affiliates**

Bluebird Care Group Limited (“BCGL”), a limited entity registered in the United Kingdom and affiliated with IHI through common control by CBIP, through its wholly owned subsidiaries has conducted a business similar to our INTERIM HEALTHCARE franchise offering (described below) since 2003 and has offered franchises to operate a business similar to our INTERIM HEALTHCARE franchise offering since 2007. The businesses operated by BCGL, and its franchisees are all located within the United Kingdom and Ireland, and all operate under the name BLUEBIRD CARE. As of December 31, 2024, there were 209 Bluebird Care franchised units operating in the United Kingdom and 22 Bluebird Care franchised units operating in Ireland. BCGL’s principal business address is Charles House, Charles Street, Petersfield, Hampshire GU32 3EH.

Just Better Care Australia Pty Limited (“JBCA”) franchises the right to operate home health care agencies which provide primarily non-medical personal support and companion care services in the home under the name JUST BETTER CARE. JBCA or its predecessors have offered Just Better Care franchises since 2006. As of December 31, 2024, there were 52 franchised and 2 company-owned Just Better Care offices in operation in Australia. JBCA’s principal place of business is located at Suite A, Level 3, 43-45 East Esplanade, Manly NSW 2095.

Caring Brands Australia Limited (“CBAL”), a limited entity registered in the United Kingdom and affiliated with IHI through common control by CBIP, through its wholly owned subsidiaries has conducted a business similar to our INTERIM HEALTHCARE franchise offering (described below) since 2005 and has offered franchises to operate a business similar to our INTERIM HEALTHCARE franchise offering since 2006. The businesses operated by CBAL, and its franchisees are all located within Australia, and all operate under the name Just Better Care. As

of December 31, 2024, there were 52 Just Better Care franchised units and 2 company-owned Just Better Care offices operating in Australia. CBAL's principal business address is Charles House, Charles Street, Petersfield, Hampshire GU32 3EH.

Interim Agency Services, Inc. was formed on November 1, 2018, and is a wholly owned subsidiary of Interim Healthcare, Inc., that offers insurance products, specifically to satisfy the insurance requirements of an INTERIM HEALTHCARE franchise, in certain states to INTERIM HEALTHCARE franchisees.

### **Wellspring Capital Management Affiliated Franchise Program**

On October 25, 2021, Wellspring Capital Management acquired CBI Parent, L.P. from Levine Leichtman Capital Partners. Through common ownership with investment funds controlled by Wellspring Capital Management, we are affiliated with the franchise programs listed below. None of these affiliates have offered franchises in any line of business other than as listed below and none of them have conducted a business similar to the Interim Healthcare that you will operate:

(1) CBI Parent, L.P. is the direct or indirect parent company to the following franchisors:

- a. Bluebird Care Franchise Limited ("BCFL") franchises the right to operate home care agencies which provide primarily non-medical personal support and companion care services in the home under the name BLUEBIRD CARE. BCFL or its predecessors have offered Bluebird Care franchises since 2007. As of December 31, 2024, there were 209 Bluebird Care franchised units operating in the United Kingdom and 22 Bluebird Care franchised units operating in Ireland. BCFL's principal place of business is located at Charles House, Charles Street, Petersfield, Hampshire GU32 3EH.
  - b. Just Better Care Australia Pty Limited ("JBCA") franchises the right to operate home health care agencies which provide primarily non-medical personal support and companion care services in the home under the name JUST BETTER CARE. JBCA or its predecessors have offered Just Better Care franchises since 2006. As of December 31, 2023, there were 54 franchised and 2 company-owned Just Better Care offices in operation in Australia. JBCA's principal place of business is located at Suite A, Level 3, 43-45 East Esplanade, Manly NSW 2095.
- (2) Coverall North America, Inc. ("CNA"), a Delaware corporation, franchises the right to operate commercial janitorial franchises which provide various janitorial and cleaning services under the name COVERALL. CNA has offered Coverall franchises since 1985. As of December 31, 2024, there were 6,077 total franchised businesses (including sub-franchises of Master franchises and of that number, 265 are CNA direct franchises). There are 7 master franchises Coverall offices in North America. CNA's principal place of business is located at 350 SW 12th Avenue, Deerfield Beach, Florida 33442.

## **Our Business**

Our principal business consists of granting franchises to others to provide permanent placement and temporary services of nursing and other health care personnel, non-medical support and companion care services and health care related home medical equipment, products and/or supplies, as we determine, using our service marks, trade names, business systems and procedures. We have described these services more fully below.

### The Franchise Offered

Our franchisees offer and provide the “Primary Services” under the trade name INTERIM HEALTHCARE®. The Primary Services include 1) supplemental medical staffing, which includes the temporary services of health care personnel such as registered nurses; licensed practical nurses; nurse assistants; medical social workers; and physical, occupational and speech therapists to other health care providers and facilities; 2) personalized care at home, which includes the temporary services of personnel such as registered nurses, licensed practical nurses, home health aides; personal care aides; and companions to provide health care and support services directly to individuals; 3) health care related home medical equipment, products and supplies to individuals to whom the franchisee is providing health care services and 4) permanent placement services in health care related occupations to other health care providers and facilities. Interim Healthcare franchisees are not authorized to provide temporary or permanent placement services with respect to physicians, chiropractors, doctors of osteopathy, dentists or similar professions.

In addition to the Primary Services, we also offer qualifying franchisees that enter into our designated form of Addendum to Franchise Agreement and pay us an additional fee to offer and provide Home Health Services and/or Hospice Services. “Home Health Services” refers to services authorized under the Medicare Conditions of Participation for home health agencies and paid for by Medicare, including Medicare Advantage and similar commercial insurance programs. “Hospice Services” refers to hospice agency services certified under the Medicare Conditions of Participation for Hospices, in which the franchisee will provide terminal care and support services directly to eligible patients within a specified Area, from one or more offices that may be located anywhere within the Area, utilizing primarily licensed personnel such as physicians, registered nurses, licensed practical nurses and medical social workers; and unlicensed personnel such as bereavement and spiritual care counselors, volunteer coordinators, aides and companions. Franchisees authorized to provide Hospice Services under the INTERIM HEALTHCARE® mark may also provide pharmaceuticals and health care related home medical equipment, products, and supplies to individuals to whom the franchisee is providing hospice services.

All services, in any combination, that are services approved under the Franchise Agreement are provided within a specified “Area,” from one (1) or more offices which may be located anywhere within the Area.

Under the terms of the Franchise Agreement, you must form a business entity to operate the Franchise Business. The name of the entity cannot include the word “INTERIM,” or any other trade name owned or utilized by IHI, without our prior written consent. The entity you form may not engage in any other business activities apart from operating the Franchise Business. Under the

Franchise Agreement, you may use our specified trademarks, service marks and trade names, together with our procedures and business systems. The temporary employees you provide will be employed directly by you.

The customers to whom you provide the services authorized by the Franchise Agreement are developed and maintained under our proprietary marks and system, and the goodwill associated with them. Upon termination or non-renewal of the Franchise Agreement, all permanent placement applicants, temporary employees, customers, and goodwill may, at our option, belong to us. All obligations you incur for permanent placement applicants, employees, customers, vendors, and others during the term of the Franchise Agreement are yours. You will pay us a royalty calculated as a percentage of your sales of the products and services authorized by the Franchise Agreement. You will be required to conduct the Franchise Business at your sole responsibility and risk.

The market for the services you provide is developed and continues to evolve. You may compete with local and national companies which provide similar services in your territory, including permanent placement, temporary health care, non-medical support, and companion care and/or home health care services, and related equipment, products.

#### INTERIM HOSPICE AND INTERIM HOMESTYLE HISTORY

Prior to 2010, our Interim Healthcare Franchise Program included the rights to provide hospice services, and many of our Interim Healthcare franchisees provide such services. Starting in 2010, the rights to provide hospice services were removed from our Interim Healthcare Franchise Program and were offered as a separate franchise offering from 2013 until 2024. Beginning this year (2025), we will offer qualifying franchisees the right to offer Home Health and Hospice Services in addition to the Primary Services. We no longer offer these services as a separate franchise.

Prior to 2010, we offered separate Interim HomeStyle Services franchises (under which the franchisee was authorized to provide non-medical companionship and support services to individuals, primarily by non-licensed personnel, under the name INTERIM HOMESTYLE SERVICES), and Interim Healthcare franchises, under which the franchisee was authorized to provide: (i) health care personnel staffing services to other health care providers and facilities (under the name INTERIM HEALTHCARE STAFFING), or (ii) home care services provided to individuals, primarily by licensed personnel (under the name INTERIM HEALTHCARE), or (iii) both. We are working with any existing INTERIM HEALTHCARE STAFFING franchisees to convert their businesses to operate as INTERIM HEALTHCARE®. Other than as stated above, we do not offer franchises in any other line of business.

#### Industry-Specific Regulations

You must comply with all local, state, and federal laws that apply to your business operations, including health, sanitation, insurance, no smoking, EEO, OSHA, non-discrimination, employment, and sexual harassment laws. Some states require you to obtain a local business license and/or a license to provide employment services.



You will need to comply with various federal, state, and local laws that govern health care and health care providers, and you will need to obtain the various licenses, permits, and certificates required to provide the services which you are authorized to provide under the Franchise Agreement prior to commencing operation of the Franchise Business. These requirements vary from state to state and may include a home care, home health agency or staffing license. You may be required to employ a licensed pharmacist to provide pharmaceuticals. If you elect to provide home health care or hospice services to Medicare recipients, you will also need to obtain Medicare certification from the federal government. (We do not, however, anticipate that you will seek Medicare certification for home healthcare or hospice until the Franchise Business has been firmly established.) In some states, providing health care services may require a Certificate of Need (“CON”).

**We provide general information concerning the application of state laws that apply to the Franchise Business; however, it is solely your responsibility to investigate, understand and comply with the laws, regulations, and requirements applicable to you and your Franchise Business. State and local laws are revised from time to time by government authorities, and you alone are responsible for compliance despite any advice or information that we may give you. The following is a general description of laws and licenses that may be applicable to you and your business.**

#### Licensure

Most states require a license to provide personal care, home healthcare, staffing and/or hospice services. The requirements for obtaining a license vary according to the category of services you will provide and some licenses may be obtained more quickly than others. The wait time for obtaining a license will vary by the processing times of the state or federal agency approving the application, the need to recruit required professional staff, and in some cases, the scheduling of on-site surveys by the licensing authority.

#### Certificate of Need

Many states also require a Certificate of Need before establishing certain types of health care facilities or offering services, such as providing home health care or hospice services. To the extent they are applicable to the services which you are authorized to provide, and elect to provide, under the Franchise Agreement, you will need to comply with these state licensing laws. It may take six (6) months or longer to obtain a license to provide the services you are authorized to provide under the Franchise Agreement, depending on the state(s) in which the services will be provided. You may be required to obtain Certificate of Need prior to applying for Medicare certification.

We recommend you or your advisors contact your state’s Department of Health to determine the cost, time and process required to obtain an applicable license and Medicare certification prior to signing a franchise agreement.

### Federal Medicare and Medicaid Related Regulations

The Centers for Medicare and Medicaid Services (“CMS”), in conjunction with state survey agencies, certifies providers of home health care and hospice services to permit them to provide services to Medicare beneficiaries and Medicaid recipients. Obtaining enrollment as a Medicare or Medicaid provider requires an application and approval process which includes the federal Provider Enrollment Oversight Group (“PEOG”), state licensure agencies and Medicare Administrative Contractors (“MACs”). The process from filing an application until approval to bill for services can take more than 6 months.

CMS may authorize random and other audits of providers by the MACs to confirm compliance with federal billing and coverage requirements and standards.

### Federal Fraud and Abuse Regulations

There are several federal laws prohibiting certain activities and arrangements relating to services or items which are reimbursable by Medicare or Medicaid. The False Claims Act imposes civil liability on persons or corporations which make false or fraudulent claims for payment to the government. A violation of the False Claims Act may result in liability for severe monetary penalties and exclusion from the Medicare and Medicaid programs.

In addition, certain provisions of the Social Security Act, commonly referred to as the “Anti-kickback Amendment,” prohibit the offer, payment, solicitation, or receipt of any form of remuneration either in return for the referral of Medicare or state health program patients or patient care opportunities, or in return for the recommendation, arrangement, purchase, lease or order of items or services that are covered by Medicare or state health programs. The Anti-kickback Amendment is broad in scope and has been broadly interpreted by courts in many jurisdictions. Read literally, the statute places at risk many otherwise legitimate business arrangements, potentially subjecting such arrangements to lengthy, expensive investigations and prosecutions initiated by federal and state governmental officials. In particular, the Office of the Inspector General of the U.S. Department of Health and Human Services has expressed concern that provider ownership in entities in a position to receive referrals of business reimbursable by Medicare or Medicaid from such health care providers may violate the Anti-kickback Amendment.

### State Anti-Kickback and Self-Referral Laws

Many states have enacted laws which prohibit payment for referrals and other types of “kickback” arrangements. These state laws typically apply to all patients regardless of their insurance coverage.

Several states have also enacted laws which prohibit physician self-referrals regardless of the patient’s source of payment. Subject to certain limited exceptions, many states prohibit referrals for health care services provided by or through licensed health care workers to an entity outside the health care worker’s office or a group practice in which the health care worker (or a

relative) is an investor, unless the health care worker directly provides health services within the entity and will be personally involved with the provision of care to the referred patient.

Physicians and certain other health care providers who own a franchise will be subject to physician self-referral laws for services covered by Medicare and Medicaid programs by Congress in the Omnibus Budget Reconciliation Act of 1993. These prohibitions, commonly known as “Stark II,” amended prior physician self-referral legislation known as “Stark I” (which applied only to clinical laboratory referrals) by dramatically enlarging the list of services and investment interests to which the referral prohibitions apply. Effective January 1, 1995, and subject to certain exemptions, Stark II prohibits a physician or a member of that physician’s immediate family from referring Medicare or Medicaid patients to any entity providing “designated health services” in which the physician has an ownership or investment interest, or with which the physician has entered into a compensation arrangement, including the physician’s own group practice unless the practice satisfies the “group practice” exception. The designated health services include the provision of clinical laboratory services, radiology, and other diagnostic services (including ultrasound services), radiation therapy services, physical and occupational therapy services, home medical equipment, parenteral and enteral nutrients, certain equipment and supplies, prosthetics, orthotics, outpatient prescription drugs, home health services and inpatient and outpatient hospital services. The penalties for violating Stark II include a prohibition on Medicaid and Medicare reimbursement and civil penalties of as much as \$15,000 for each violative referral, and \$100,000 for participation in a “circumvention scheme.”

#### Health Insurance Portability and Accountability Act

You must comply with rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). HIPAA is a federal law which provides for the protection of individually identifiable health information that is transmitted or maintained in any form or medium. HIPAA rules and regulations affect the day-to-day business operations of all organizations that provide medical care and maintain personal health information, including the Franchise Business.

#### Corporate Practice of Medicine

The laws of many states prohibit business corporations from engaging in the practice of medicine, such as through employment arrangements with health care providers. These laws vary from state to state and are enforced by the state courts and regulatory authorities with broad discretion. If prohibited by law, you may be unable to: (i) employ providers to provide health care services; (ii) represent to the public that you offer health care services; and (iii) control in any way the provision of health care services by providers. Because the laws governing the corporate practice of medicine vary from state to state, any expansion of the operations of the Franchise Business to a state, or to residents of a state, with strict corporate practice of medicine laws may require you to modify your operations.

### Fee-Splitting Prohibitions

The laws of some states prohibit health care providers from splitting professional fees, i.e., sharing a portion of a professional fee earned by a health care provider for the provision of a health care service with a person, company, partnership or other entity that does not also provide the same type of health care services. These statutes are sometimes quite broad and as a result prohibit otherwise legitimate business arrangements. Many states also prohibit compensation arrangements when the amount received in payment for furnishing space, facilities, equipment or personnel services is based upon a percentage of, or is dependent upon, the income or receipts of the licensed professional. Other states only prohibit fee splitting arrangements that are based on referrals. Penalties for violating these fee-splitting statutes or regulations may include revocation, suspension or probation of a health care professional's license, or other disciplinary action, as well as monetary penalties. Alleged violations of the fee-splitting laws have also been used successfully by health care professionals to declare a contract to be void as against public policy.

### State Regulation of Insurance

Laws in all states regulate the business of insurance. Many states also regulate the establishment and operation of networks of health care providers. Many state insurance commissioners have interpreted their states' insurance statutes to prohibit entities from entering into risk-based managed care contracts unless there is an entity licensed to engage in the business of insurance in the chain of contracts. An entity not licensed to practice insurance contracting directly with a self-insured employer may be deemed to be engaged in the unlicensed business of insurance. You must obtain all required or appropriate licenses to the extent you contract to provide home health care services on a risk basis, such as based upon a capitation method.

We strongly urge you to consult with competent local counsel, including health care legal advisors, regarding all of the laws and regulations described above, and others that may be applicable to you and your jurisdiction.

## **ITEM 2** **BUSINESS EXPERIENCE**

The following is a list of directors, trustees, general partners, principal officers, and any other individuals who will have management responsibility relating to the sale or operation of our business concerning the franchises described in this Disclosure Document. The principal occupation and business experience of each during the last five years, including the names and location of prior employers, are indicated below. Unless otherwise indicated, the location of the employer is Sunrise, Florida.

### Rexanne A. Domico, President & Chief Executive Officer

Mrs. Domico was named President & Chief Executive Officer of Interim's US operations in January 2025 after serving six months as President and Chief Operating Officer. Mrs. Domico brings 21 years of post-acute healthcare operations and leadership management to the role. In addition, Mrs. Domico brings both board level and private equity experience, serving as an

Operating Partner for The Vistria Group and a board member for Beacon Specialized Living, a behavior health company. Prior to her current role, Mrs. Domico served as the Chief Executive Officer for HomeFree Pharmacy Services from July 2022-July 2024. HomeFree recently merged with AnewHealth in July 2024. Prior to HomeFree, Mrs. Domico served as President, Home Health Care Services at BrightSpring Healthcare Services, from 2017 until 2022.

#### Chief Financial Officer – Steve Gates

Mr. Gates was named Chief Financial Officer in October 2024. From July 2021 until September 2024, Mr. Gates was Chief Financial Officer of HomeFree Pharmacy Services in Louisville, Kentucky. From February 2017 until June 2021, Mr. Gates was Senior Vice President of Strategy at Remedi SeniorCare, in Towson, Maryland. SGT. Gates, USMC, Retired, is a Certified Public Accountant (inactive).

#### General Counsel: Jeff Chapuran

Mr. Chapuran was named General Counsel in March of 2025. From March of 2017 through March 2025, Mr. Chapuran was with BrightSpring Health Services, where, as Associate General Counsel, he oversaw all labor and employment matters as well as general litigation. Prior to his time at BrightSpring, Jeff represented management in all aspects of labor and employment law while in private law practice with Stites & Harbison and Stoll Keenon Ogden in Lexington, Kentucky.

#### Associate General Counsel & Compliance Officer: Patricia M. McGillan

Since joining Interim in May 2022, Ms. McGillan has served in several Legal Department roles, including (May 2022-April 2023), General Counsel, Chief Risk & Compliance Officer (April 2023-March 2025) and currently is Associate General Counsel & Compliance Officer. Prior to joining Interim, Ms. McGillan served from May 2019 to May 2022 as the Chief Compliance Officer for Guardian Healthcare, Inc, a regional skilled nursing and post-acute service provider, located in Brockway, Pennsylvania.

#### Chief Strategy, Marketing, & People Officer: Steve Schildwachter

Mr. Schildwachter was appointed SVP, Brand, in October 2022, and promoted to Chief People and Brand Officer in April 2023. Previously he was Chief Operating Officer of Franchise Performance Group from April 2021 to September 2022, Fractional Chief Marketing Officer for Restaurant.com from January 2021 to September 2021, Chief Marketing Officer for Museum of the Bible from July 2019 to December 2020, and Chief Brand Officer for BrightStar Care from July 2015 to July 2019.

#### Chief Information Officer: Jim Glueck

Mr. Glueck has held the role of Chief Information Officer since March 2020 in Sunrise, Florida. Mr. Glueck served in a consulting role for us from April 2019 to February 2020 in Sunrise, Florida. From March 2019 to October 2019, Mr. Glueck served as COO of Bay-Infotech Inc. in Livermore, California. Mr. Glueck purchased a “Hammer and Nails Men’s Grooming” franchise in 2018, located in San Jose CA, where he serves as the President. Mr. Glueck also previously served as

Group Vice President of Professional Services, Global Customers for MetricStream Inc. in Palo Alto, California from November 2016 to March 2019 and held executive positions previously at other technology companies including Cisco and Hitachi.

Senior Vice President, Transformation: Jon Hartke

Jon Hartke was named Senior Vice President, Transformation in January 2024 and holds this position in Sunrise, Florida. From April 2019 until July 2023, Jon was Vice President, Field Operations of Help at Home, LLC in Chicago, IL. Prior to joining Help at Home, Jon was Sr. Director, National Logistics and Real Estate for Option Care Health out of Bannockburn, IL.

Vice President Operations Excellence: Angie Rhoads

Ms. Rhoads holds the position of Vice President, Operations Excellence. Since April of 2019, Ms. Rhoads has held separate Senior Vice President roles for Home Health and Hospice and Startups and Expansions. She was VP of Hospice Services from April 2019 to May 2020. Ms. Rhoads responsibilities included primary support for startups (new Franchisees) and Expansion (for existing Franchisees adding service lines, such as Medicare, home health care, or hospice). Before that, she was Director of the Center for Integrative Care for Bayada Healthcare in Pennsauken, New Jersey, from April 2017 to April 2019.

Vice President Growth and Development: Mickey Antley

Mr. Antley joined Interim as the VP of Growth and Development in November 2024. He brings almost 20 years of both sales and leadership in healthcare space that includes Home Health, Hospice, Private Duty and Staffing. Prior to joining Interim, Mr. Antley served as the Director of Business Development for Synapse Health, a startup National DME provider, and worked closely with United Healthcare to stand up a capitated DME network for UHC's MA lives in NC and GA. From June 2014 to September 2023, he served in various leadership roles with Advanced Home Care, a full-service healthcare provider in the Southeast that provided Home Health, DME and Infusion Pharmacy, and was acquired by BrightSpring Health Services in February 2020.

Vice President of Clinical Quality: Donna Merritt, RN

Donna Merritt joined the Interim Health Care National Support Team as of March 2024. Prior to joining Interim, Ms. Merritt was the Regional Director of Southeast Joint Ventures at Bayada Home Health from September 2019 to January 2024.

VP, Franchise Partner Support (Northeast Region): Dan Borrage, PT, MBA

Mr. Borrage was named Vice President of Franchise Partner Support for the Northeast Region of Interim Healthcare in July 2024. Prior to joining Interim Healthcare, Mr. Borrage was Area Director of Operations for VNA Health at Home in Louisville, KY from March 2014 until June 2024, which operated under CommonSpirit Health at Home nationally. He has worked in healthcare for 29 years, with 20 of those years in Home Health and Hospice. During that span, he

has served in a multitude of roles, including a direct care provider as a Physical Therapist, Manager of Clinical Services, Director of Clinical Services, Area Director of Operations, and finally Administrator over a large multi-site home health and hospice organization with offices in Indiana and Kentucky.

Vice President, Franchise Partner Support, Southeast: Iris Cognevich

Ms. Cognevich joined Interim Healthcare in May 2022 as the CEO of Interim HealthCare of Mandeville LA, a company owned location. As of February 2024, Ms. Cognevich will use her expertise in her new role as Regional VP of Franchise Partner Support Southeast. Prior to joining Interim, she held various positions with Bayada Home Healthcare as Area Director, Division Director, and Regional Director from 2015 until 2022.

Vice President, Franchise Partner Support, Central: Kathy Garza, RN

Ms. Garza has held the role of Vice President, Franchise Partner Support, Central since February 2024. Previously Ms. Garza held the roles of Vice President of Operations from April 2023 to February 2024, and Regional Vice President of Franchisee Relations from October 2019 to March 2023. From November 1995 to June 2019, Ms. Garza worked at IntrepidUSA Healthcare Services in various roles including Administrator, Executive Director, and Regional Director of Operations.

Vice President Franchise Partner Support, West: Curtis J. Isham, RN

Mr. Isham was named Vice President of Franchise Partner Support for the Western Division of Interim Healthcare in March 2024 and holds this position, based out of Gilbert, Arizona. Mr. Isham, from June 2020 until June 2023, was the Regional Vice President of Operations for Enhabit Home Health based out of Dallas Texas. Prior to that role, Mr. Isham was the Regional Administrator from August 2016 until June 2020, for all operations within the State of Utah for Enhabit Home Health.

### **ITEM 3** **LITIGATION**

#### **Litigation Involving Franchisor**

##### **Pending Litigation**

Community Care Companions, Inc., Mark Gatien, and Alexander J. Caro v. Interim Healthcare, Inc. (United States District Court for the Eastern District of New York, Case No. 19cv4870 (DRH) (ARL)). Plaintiffs, existing home care operators operating under their existing entity, Community Care Companions, Inc., acquired several New York underperforming franchises after an extensive period of due diligence. Plaintiffs breached the franchise agreements, in several aspects, including by failing to license the acquired entities in the Interim name, instead converting the agencies to Community Care locations. The Plaintiffs filed suit on August 27, 2019, as amended on October 17, 2019, and April 27, 2020, alleging breach of contract, breach of fiduciary duty, and violations of New York General Business Law seeking damages in excess of \$30,000,000. The court granted

Interim's Motion to Dismiss the First Amended Complaint and the Plaintiffs filed a Second Amended Complaint. On March 5, 2021, Interim filed its Answer, together with counterclaims against Plaintiff and a Third-Party Complaint against Plaintiff's two principals.

Following discovery and extensive motion practice by both parties, the court narrowed the claims at issue considerably. Interim has moved for leave to file a third motion for summary judgment to address the Plaintiffs' claimed equitable relief of rescission. The remaining causes of action arise from, among other things, Plaintiffs' breach of the non-compete-related restrictive covenants, rebranding and trade name related obligations, and royalty payment obligations contained in the Franchise Agreements entered by the parties in October 2017. To date, Plaintiffs have avoided making royalty payments. Interim intends on seeking payment through this litigation. To date, Plaintiff has failed and refused to rectify its non-compete, rebranding, and trade name breaches, and has similarly failed and refused to make any royalty payments. Interim's counterclaims and Third-Party Complaint therefore seeks, among other things, a cessation of and damages for Plaintiff's non-compete, trade name, and rebranding breaches of the Franchise Agreements, and payment of the past due and continually accruing royalties.

After the Court rules on or declines to consider Interim's third motion for summary judgment, the parties intend to proceed toward an anticipated trial date in late 2025 or early 2026.

Churchill v. Interim Healthcare of San Diego and Interim Healthcare, Inc. (San Diego Sup. Ct., Case No. 37-2023-32762-CU-OE-CTL).

This is a wage and hour dispute filed in San Diego Superior Court by 2 former employees of the now-closed San Diego home healthcare and hospice businesses dating to the sale by a franchisee in January 2021. The San Diego businesses ceased operations in July 2023 and will not reopen. The 2 former employees purport to assert wage and hour claims on behalf of all Interim Healthcare Inc. employees in California. Specifically, the plaintiffs claim that Interim San Diego did not provide them with meal and rest breaks, nor did it pay them for on-call time. In addition, the Plaintiffs claim they were not reimbursed for necessary business expenses and were not paid overtime.

The parties mediated this case in June of 2024 and again in May of 2025. At the 2025 mediation, both parties accepted a mediator's proposal and agreed to resolve the case. The settlement requires court approval which, if granted, will resolve and dismiss the case in late 2025 or early 2026.

Raidy and Soto v. Interim Healthcare, Inc. and Oakland Hospice, Inc. (San Diego Sup. Ct., Case No. 25CU022978C).

This is a wage and hour dispute filed in May of 2025 in San Diego Superior Court by a former Chaplain and a former Bereavement Manager at the Oakland Hospice operation. The Plaintiffs, who are represented by the same attorneys who brought the claim in Churchill, have not asserted a companion claim under the Private Attorney General Act, but they have exhausted their administrative remedies under that California law and could amend their Complaint to assert such a claim.



In the Complaint, the Plaintiffs claim that Interim did not provide them with meal and rest breaks, nor did it pay them for on-call time. In addition, the Plaintiffs claim they were not reimbursed for necessary business expenses and were not paid overtime.

Interim, which has not yet filed an Answer to the Complaint, has retained counsel, denies the allegations, and plans to mount a vigorous defense.

Quitall v. Clemson Heritage, LLC; Clemson Heritage Assisted Living, LLC; Interim Healthcare, Inc.; SSMG, LLC; Teneshia Harrison; and Tosha Garza (South Carolina, Anderson County Court of Common Pleas, Civil Action No. 2025-NI-04)

This is a Notice of Intent to File Suit filed against Interim and others by the Estate of Lawrence Joseph Dellavecchia for alleged wrongful death. Interim was served with this Notice in May of 2025. The company has notified its insurer, retained counsel, and will take the position that it is not a proper party to such a lawsuit and should be dismissed in favor of a franchise partner that provided services to the decedent.

### **Concluded Litigation**

Interim HealthCare, Inc. v. J. Brandon Durbin, James Bullard, Jennifer Bullard, Falcon Healthcare, Inc., Interim Healthcare of West Texas, LLC, Capital Homecare LP, Central Texas Homecare, LLC and New Mexico Healthcare Services, LLC, No. 0:21-cv-62561-BB (S.D. of FL).

In December 2021, Interim filed a Complaint in federal district court against the principals of Texas franchises (“Falcon Healthcare”) alleging improper transfer of ownership and operation of competing businesses in violation of the Franchise Agreements. Interim filed an amended complaint in January 2022, to add violations of nondisclosure obligations, breach of contract to pay royalties and requesting the court to order the transfer of Medicare provider numbers. The Falcon entities thereafter filed a separate lawsuit in Texas state court in Lubbock, noted below. A motion to stay these proceedings in Florida was granted in March 2022, and Interim filed the same claims in Lubbock as counterclaims against the majority shareholder and “Falcon” and crossclaims against additional shareholders.

Falcon Healthcare, Inc., Brownwood Hospice LP, Great Plains Hospice LP, Waco Hospice LP, Permian Basin Hospice LP, Granbury Hospice LP, Bayou Homecare LP, Levelland Hospice LP, San Angelo Hospice LP, Falcon Panhandle Hospice LP, Plainview Hospice LP, Falcon South Plains Hospice LP, Falcon Holdings LTD, Interim Healthcare of West Texas, LLC, Central Texas Homecare, LLC, and New Mexico Healthcare Services, LLC (collectively, “Plaintiff”) v. James Bullard and Interim Healthcare, Inc. (237<sup>th</sup> District Court, Lubbock County, Texas, Cause No. DC-2022-CV-0087).

On January 20, 2022, Plaintiff filed a Petition and Request for Temporary Restraining Order and Permanent Injunctive Relief against James Bullard and Interim Healthcare, Inc. (the “Petition”). The Petition sought, among other things, declaratory relief, a temporary restraining order and injunctive relief as well as damages in connection with claims for trespass, misappropriation/theft

of trade secrets, tortious interference with contract, conversion, civil conspiracy and aiding and abetting against James Bullard and Interim Healthcare, Inc.

Interim filed counterclaims alleging, among other things, violations of the Franchise Agreements including improper transfer of ownership, operation of competing businesses in violation of the Franchise Agreements, violations of nondisclosure obligations, and requested the court to order the transfer to Interim the licenses, permits, certificates, and other authorizations from Plaintiff.

The Texas court severed the claims brought by and against the shareholder and placed them in a separate cause number in Lubbock--DC-2021-CV-0440A (the "0440A Claims"). The remaining claims between Interim and Plaintiff under DC-2021-CV-0440 (the "0440 Claims") went to trial.

The matter went to trial in August and September 2022, and the court issued a letter ruling that found Plaintiff had not breached the franchise agreements and that Interim had breached the agreements. The court issued a final judgment in November 2023 cancelling the franchise agreements subject to Interim's right to appeal and awarding damages of approximately \$6,800,000 including Falcon's attorney's fees and costs and \$600,000 in plaintiff incurred other expenses. Interim appealed to the Texas Court of Appeals, and while that appeal was pending, the parties negotiated a Settlement and Transition Agreement ("TSA") in September 2024.

Under the TSA, the parties agreed to a process and terms to work together and for Falcon to exit the Interim franchise network over time and for Interim to provide Falcon a license and certain support for up to three years in exchange for payments. Interim has agreed to provide on-going support that mirrors its obligations under the franchise agreements and includes providing regulatory, licensing, operational and other support and Falcon will continue to operate its businesses under the Interim Healthcare name for a reasonable time during this three-year period until Falcon transitions to a new brand and the Falcon entities agreed to pay to Interim \$17,062,294.09 through a onetime payment of \$5,062,294.09 in September 2024 and monthly payments to Interim for an 18-month period beginning in April 2025 that total \$12,000,000, resulting in a full sum of \$17,062,294.09 being paid to Interim. To date, the Falcon entities have funded the account in compliance with the terms of the TSA.

Both sides dismissed all their remaining claims against any of the parties in the Florida and Texas actions as a condition of the TSA.

#### *Litigation Involving our Affiliate Coverall North America, Inc.*

United States of America v. Coverall North America, Inc. (Civil Action No. 94 C 1178). On March 18, 1994, a Consent Decree was entered in the United States District Court for the Northern District of Illinois. In voluntarily entering into the Consent Decree, Coverall North America, Inc. did not admit any liability for the alleged violations. The United States, on behalf of the Federal Trade Commission, alleged that Coverall North America, Inc. did not (i) make proper disclosures regarding its janitorial franchisees, (ii) should have included an earnings' claim disclosure in connection with the offer of customer contracts as part of the franchise package purchased by janitorial franchisees, and (iii) in some circumstances, did not wait the full ten (10) business days between furnishing an Offering Circular and executing a Franchise Agreement. Without admitting liability, Coverall North America, Inc. agreed to pay a civil penalty of \$100,000 and to be enjoined

from not complying with the FTC's franchise disclosure rule. Coverall North America, Inc. includes certain information in Item 19 as agreed with the FTC.

Other than the actions described above, no litigation is required to be disclosed in this Item.

#### **ITEM 4** **BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

#### **ITEM 5** **INITIAL FEES**

<b>Type of Fee</b>	<b>Amount</b>	<b>Date Due</b>
Initial Franchise Fee: PCH & Staffing	\$75,000	Upon execution of Franchise Agreement.
Initial Franchise Fee: With %10 Veteran Discount	\$67,500	Upon execution of Franchise Agreement.
Additional Line of Business: Certified Home Health (Optional)	\$60,000	Upon execution of Franchise Agreement Addendum.
Additional Line of Business: Certified Hospice (Optional)	\$60,000	Upon execution of Franchise Agreement.
30-Day Reservation	\$20,000	Upon signing of Option to Acquire
IFF – 2 <sup>nd</sup> territory or more	\$50,000	Upon execution of Franchise Agreement.
Incremental territory expansion	\$5000 for each additional 10,000 in population.	Upon execution of Franchise Agreement Addendum
Conversion of existing business	\$50,000	Upon execution of Franchise Agreement.

\*All fees disclosed in the above table are deemed fully earned and non-refundable upon payment.

1. **Initial Franchise Fee.** The initial franchise fee is \$75,000 ("Initial Franchise Fee") and applies to the Primary Services. If you qualify and wish to offer Home Health and/or Hospice Services, you must enter into our designated form of Addendum to the Franchise Agreement and pay us an additional franchise fee of \$60,000 (the "Additional Service Franchise Fee") per service line added. For clarity, if you wish to offer Home Health Services and Hospice Services you must enter into both an Addendum to the Franchise

Agreement to offer Home Health Services and an Addendum to the Franchise Agreement to offer Hospice Services, and you must pay us an Additional Franchise Fee of \$120,000 (\$60,000 per service line added).

We offer a one-time discount of ten percent (10%) on the Initial Franchise Fee to honorably discharged veterans of the United States Armed Forces. The ten percent (10%) discount is only available on the initial franchise fee for the first franchise purchased. The discount will be applied to additional service lines (Home Healthcare and/or Hospice) that are purchased at the same time as the Primary Services.

You can reserve a specific territory for up to 30 days by paying a \$20,000 non-refundable deposit and executing the Deposit Remittance Form attached to this Disclosure Document as Exhibit D. The deposit is fully earned upon receipt, in consideration of our reservation and removal of your territory from the market for 30 days and will be applied to your Initial Franchise Fee.

We may discount the Initial Franchise Fee for new franchisees who purchase multiple franchise markets simultaneously. Furthermore, you may be eligible for a \$25,000 discount on the Initial Franchise Fee for the second and each additional franchise that you purchase (\$50,000 each). To be eligible for this discount, you must pay the entire Initial Franchise Fee at the time you sign the franchise agreement for the additional franchise and must be in good standing. We may cancel or modify this discount policy at any time and the decision to sell multiple franchises is at Interim's discretion. The decision to grant additional territories is Interim's decision alone and there is no right of first refusal to acquire an additional franchise territory.

In addition to the Initial Franchise Fee, if we agree to expand the Area, you may be required to pay a fee of \$5,000 for each additional 10,000 people added to your Area due to the expansion, as more fully explained in Item 12 below.

You must pay us the entire initial franchise fee when you sign the Franchise Agreement.

We may also reduce or waive the Initial Franchise Fee when the owner of an existing business that provides services similar to those authorized under the Interim HealthCare Franchise Program agrees to convert that business to an Interim HealthCare franchise.

Occasionally we may establish various franchise expansion programs, which are generally available only to existing franchise owners. These programs are intended to provide incentives for existing franchise owners to establish additional offices within their existing franchise territories, expand their existing franchise territories, acquire existing franchise operations from other franchise owners or expand into additional franchise territories. Under these programs, which are established and maintained at our sole discretion, initial franchise fees for additional franchise territories may be reduced, rebated or waived entirely, provided that the new franchise meets certain sales or other performance criteria. We do not currently offer any "standard" reduced-franchise fee incentives for new franchise owners.

**ITEM 6**  
**OTHER FEES**

<b>Type of Fee</b>	<b>Amount</b>	<b>Date Due</b>	<b>Remarks</b>
Weekly Royalty  Primary Services and Home Health Services (personalized care at home, staffing and Medicare home healthcare)	3.5% of palliative care sales; 4.5% of Medicare, Medicare Advantage payers and Medicaid sales; 5.5% of all other sales; minimum weekly payment of \$100	Friday of each week based on sales of previous week	See Note 1.
Monthly Royalty  Hospice Services	5.5% of all monthly sales	The second Friday of each calendar month, for sales which occurred in the previous calendar month	See Note 2.
National Marketing Fee	1% of weekly sales	Friday of each week based on sales of the previous week	See Note 3.
Technology Fee	\$485 per month	Invoiced monthly beginning 90 days after the Franchise Agreement is signed	See Note 4.
Local Advertising	At least 1% of previous calendar year sales	During calendar year	You must spend, each calendar year, at least 1% of your total sales of the previous calendar year on local advertising.
Polsinelli Online Solutions for Homecare (P.O.S.H.)	\$1,000 per year	Annually, beginning within 90 days of signing the Franchise Agreement	Resource for federal and state regulatory updates.

Type of Fee	Amount	Date Due	Remarks
Indemnification	Will vary under circumstances	Upon demand	When Interim Healthcare is named as a party, you must reimburse us for all losses and expenses resulting from certain of your acts or omissions.
Renewal Fee	\$10,000	Upon renewal	You must pay a renewal fee equal to \$10,000 for each Franchise Agreement you own (regardless of the number of service lines covered under the agreement) and satisfy various other conditions set forth in the Franchise Agreement to exercise your option to renew your Franchise Agreement.
Transfer Fee	One-third of then-current initial franchise fee, currently \$25,000, not to exceed \$30,000	Upon transfer	The transfer fee is a one-time fee for the transfer of a single franchise territory, regardless of the number of lines of business covered by the Franchise Agreement. We have the right to condition any proposed sale or transfer upon your payment of a transfer fee equal to one-third of our standard initial franchise fee at the time of the transfer, as well as various other transfer conditions set forth in the Franchise Agreement.
Healthstream (Learning for Interim Franchise Excellence (L.I.F.E)).	Included in Technology Fee: Basic platform currently includes learning management, education content, CEU access, and	Upon signing or transfer.	Optional additional services including CE Unlimited and other add on services available for a fee.

Type of Fee	Amount	Date Due	Remarks
	competencies, Policy Manager		
Interest Charges for Late Payment	1 ½% for payment not received within 30 days of the due date.		See Note 1 and 2. Interest is applied in addition to any applicable late fees.
Late Fee	\$250.00	On demand	Applied to any payment not received within 5 days of the due date.
Non-Compliance Fee	2% of all weekly sales	On demand, following your failure to cure a default	If you are in default of your Franchise Agreement and you fail to timely cure the default, we may, at our option, charge a Non-Compliance Fee in the amount of 2% of your total sales, payable to us in the same manner as the Weekly Royalty. The Non-Compliance Fee will continue until the default is cured.
Sales Quota Deficiency	Will vary	Within thirty days after we provide you written notice	See Note 5
Annual Conference	\$2000	March 1 of each year.	We may, but are not required to hold, an annual conference and require you to attend the conference and to pay our then-current registration fee. All expenses, including transportation and lodging, meals, and salaries during the event, are your sole responsibility.

**Notes:**

Except as otherwise stated above, we impose and collect all fees. All fees are nonrefundable. Fees are uniformly imposed, except as referenced in Item 5 or below.

1. Interim Healthcare Franchise (Primary Services and Home Health Services). Beginning ninety days after you initially open the Franchise Business, and for the entire term of the franchise agreement, you must pay us a weekly royalty equal to 3.25% of palliative care sales, 4.5% of Medicare and Medicaid sales (as defined in Note 2 below); and 5.5% of all other Primary Services and Home Healthcare sales, provided that the minimum weekly royalty payment is \$100. For clarity: the royalty rate for Staffing, private pay, commercial insurance and all governmental and Veterans Administration payers (other than Medicare Medicaid, and Medicare Advantage plans) are charged at the 5.5% rate.

As used in this Disclosure Document, “sales” means the U.S. Dollar equivalent of all billings (whether collected or not) to customers for the services and products you provide, including liquidated damages that customers pay in connection with the hiring of employees that you provide, but excluding sales taxes or other taxes which you may be required by law to collect from customers. The term “palliative care sales” means sales related to a program in conjunction with hospice or home healthcare in which services are performed by a physician or advance practice nurse, in collaboration with the primary care physician and other specialists and billed through Medicare Part B or other commercial or government payers. “Medicaid sales” means the amount submitted by you for reimbursement or other payment for services provided pursuant to any state Medicaid program, and the term “Medicare sales” means the amount submitted by you for reimbursement or other payment for services provided pursuant to the Medicare program (in each case as subsequently adjusted by the respective programs). If you are authorized to offer Home Health Services and/or Hospice Services, we do not anticipate that you will seek Medicare home healthcare or hospice certification until the Franchise Business has been firmly established.

You are not required to pay these fees on sales which occur during the period ending 90 days after the earlier of: (a) the date by which you must open the office described in Section 8.1 of the Franchise Agreement; or (b) the date obtain the minimum licensure necessary to provide one or more of the Primary Services, whichever first occurs.

A late fee of \$250.00 is assessed for payments made more than five days after they are due. In addition to the late fee, any payment which is not received by us within 30 days after the date such payment is due shall accrue interest from the date such payment is due until the date such payment is received by us, at the lesser of (i) 1.5% per month, or (ii) the maximum interest rate allowed by applicable law.

All amounts which you owe to us for weekly royalties, goods or services purchased from us or for any other reason, must be paid via electronic funds transfer (“EFT”). You must execute an EFT authorization in a form acceptable to your bank and to us, and such other documents as may be requested by us, the purpose of which will be to enable us to collect any amounts payable by you to us from your designated account via EFT. You must make deposits into the designated account sufficient to cover all amounts which you owe to us. You must notify us if there is a change to the account, including closure of the account.

We may grant you a credit for weekly royalties which you have paid on sales which are ultimately deemed to be uncollectible in the prior 24-month period, provided that you timely



provide us with all required information and documentation regarding such uncollectible accounts as required by the Franchise Agreement. You must submit weekly royalty reports to us throughout the term of the Franchise Agreement, and any extension of the Franchise Agreement (including the 90-day period following the opening of your office, even though you will not be making royalty payments during that time; see Note 3). Occasionally we implement incentive or other programs which may reduce the amount of your royalty payment. We may change these programs at any time in our sole discretion.

2. Royalties for Hospice Services. Except as otherwise stated above, we impose and collect all fees. All fees are non-refundable. Fees are uniformly imposed, except as referenced in Item 5 or below.

You must submit weekly royalty reports to us for Hospice Sales throughout the term of the Franchise Agreement, and any extension of the Franchise Agreement (from the date you first receive a license to operate, open an office or begin making sales (whichever first occurs), even though you may be excused from paying royalties during an abatement period), as defined below.

No royalties will be due on the first \$200,000.00 of Hospice Sales. The term “Hospice Sales” means sales derived in connection with the offer and sale of Hospice Services. This royalty waiver on the first \$200,000.00 in sales is a one-time, non-recurring waiver. On all Hospice Sales after the first \$200,000.00, and for the entire term of the franchise, you must pay us a monthly royalty equal to 5.50% of all your Hospice Sales.

A late fee of \$250.00 is assessed for payments made more than five days after they are due. In addition to the late fee, if any payment which is not received by us within 30 days after the date such payment is due, shall accrue interest from the date such payment is due until the date such payment is received by us, at the lesser of (i) 1.5% per month, or (ii) the maximum interest rate allowed by applicable law.

All amounts which you owe to us for royalties, goods or services purchased from us or for any other reason, must be paid via electronic funds transfer (“EFT”). You must execute an EFT authorization in a form acceptable to your bank and to us, and such other documents as may be requested by us, the purpose of which will be to enable us to collect any amounts payable by you to us from your designated account via EFT. You must make deposits into the designated account sufficient to cover all amounts which you owe to us. You must notify us if there is a change to the account, including closure of the account.

We may grant you a credit for royalties which you have paid on sales which are ultimately deemed to be uncollectible in the prior 24-month period, provided you timely provide us with all required information and documentation regarding such uncollectible accounts as required by the Franchise Agreement. You must submit weekly royalty reports to us throughout the term of the Franchise Agreement, and any extension of the Franchise Agreement. Occasionally we implement incentive or other programs which may reduce the amount of your royalty payment. We may change these programs at any time in our sole discretion.

3. National Marketing Fee. You must pay us a weekly national marketing fee equal to 1% of all sales. The National Marketing Fee shall be used solely to manage, staff, administrate, purchase, rent, or otherwise acquire marketing services, technology, creative product, media space or time for such marketing and promotional purposes, not limited to any medium.
4. Technology Fee. You must pay us a monthly technology fee equal to \$485.00. We do not currently charge you a separate fee for standard level services, which currently include email, access to Interim systems such as ORCA (Interim's proprietary intranet resource), network data (Power BI), and related IT support for Interim systems, including cloud infrastructure, cybersecurity, Microsoft Teams, Website development and technical support and Help Desk Support. The Technology Fee will be used to fund business related functionality, as we determine appropriate in our sole discretion, and may, without limitation, include functions such as obtaining home healthcare and hospice data used to create network reports included on platforms such as PowerBI, access to the Interim learning management system's required minimum service package, ongoing technical and vendor evaluation and support to address evolving network needs for software applications relevant to the business (for example, DocuSign). The Technology Fee also covers the basic level of HealthStream (L.I.F.E.) services required of all new franchisees.
5. Quotas. We will determine the "Market Quota" applicable to the franchise. The annual sales quota of your franchise will be calculated as a percentage of the Market Quota.

The Market Quota will range between: (a) \$1,250,000 to \$1,500,000 for the Primary Services; (b) \$1,250,000 to \$1,500,000 for Certified Home Health Services; and (c) \$1,250,000 to \$1,500,000 for Hospice Services; as determined on a case-by-case basis prior to execution of the Franchise Agreement, and will be based on such factors as the age and net worth demographics of the Area, number of households, number of healthcare facilities within the Area (including hospitals and nursing facilities), the number of physicians practicing within the Area, estimated payor source reimbursement rates, the number of competitors providing like services within the Area, the approximate number of hospital beds contained in the Area, and the number of health care facilities located within the Area. Your sales quotas shall be as follows:

First Calendar Year beginning after the Opening Date: 10% of the Market Quota  
Second Calendar Year beginning after the Opening Date: 20% of the Market Quota  
Third Calendar Year beginning after the Opening Date: 30% of the Market Quota  
Fourth Calendar Year beginning after the Opening Date: 40% of the Market Quota  
Fifth Calendar Year beginning after the Opening Date: 50% of the Market Quota  
Sixth Calendar Year beginning after the Opening Date: 60% of the Market Quota  
Seventh Calendar Year beginning after the Opening Date: 70% of the Market Quota  
Eighth Calendar Year beginning after the Opening Date: 80% of the Market Quota  
Ninth Calendar Year beginning after the Opening Date: 90% of the Market Quota  
Tenth Calendar Year beginning after the Opening Date: 100% of the Market Quota

If the Franchise Agreement provides that the Franchise Business must be established prior to July 1st, we may establish prorated sales quotas for the first partial calendar year of your operation of the Franchise Business.

The annual sales quotas must be attained or surpassed during each calendar year. If you do not attain your sales quota in any calendar year, you must pay us an amount equal to the product of the amount by which your actual sales during the calendar year fell short of your sales quota for the same calendar year, you shall pay to Interim a sum equal to the difference between your gross sales for such calendar year and the designated sales quota for such calendar year, multiplied by a blended royalty rate. The blended royalty rate is calculated by applying the royalty rate you paid on your reported sales. Payment is due within 30 days after we mail you the written notice of the amount due, and your failure to pay the amount due in a timely manner constitutes a default under the Franchise Agreement.

### **ITEM 7** **ESTIMATED INITIAL INVESTMENT**

- A. The following chart estimates your initial investment for a single Interim HealthCare Franchise Business offering Primary Services. Please review these charts together with the notes that follow.

<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Initial Franchise Fee (notes 1, 15)	\$75,000	Lump Sum	Upon Execution of Franchise Agreement	Us
Lease/Real Property (notes 2, 14)	\$6,000 to \$15,000	6 months	As Arranged	Lessor directly, or us as sub-lessor
Leasehold Improvements, Furniture, Fixtures (notes 3, 14, 15)	\$2,000 to \$5,000	As Arranged	As Incurred	Contractor, Suppliers
Equipment (notes 4, 14, 15)	\$2,500 to \$3,500	As Arranged	Before Opening	Approved Suppliers
Opening Marketing (notes 5, 13)	\$3,000 to \$4,500	As Arranged	Before Opening	Suppliers
Vehicle Wrap Marketing Program, including auto lease/payment (note 7)	\$2,500 to \$5,000	As Arranged	As Incurred	Approved Suppliers
Training Expenses (note 6)	\$0 to \$2,500	As Arranged	As Arranged	Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Start-up Supplies (notes 8, 14, 15)	\$1,000 to \$1,500	As Arranged	As Incurred	Suppliers
Insurance (notes 9, 14)	\$10,000 - \$12,000	As Arranged	As Incurred	Us or Insurers
Utility Deposits (notes 10, 14)	\$150 to \$500	As Arranged	As Incurred	Lessor, Utility Companies
Professional Fees (note 11)	\$1,500 to \$5,000	As Arranged	As Incurred	Professionals
Business License (notes 12, 15)	\$500 to \$6,000	As Arranged	As Incurred	Government Agency
Additional Funds (note 13) (6 months)	\$51,850 to \$103,500	Varies	Varies	Varies
<b>TOTAL</b>	<b>\$156,000 to 239,000</b>			

- B. The following chart estimates your initial investment for a single Interim HealthCare Franchise Business offering Primary Services, Home Health Services and Hospice Services. Please review these charts together with the notes that follow.

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (notes 1, 15)	\$75,000	Lump Sum	Upon Execution of Franchise Agreement	Us
Lease/Real Property (notes 2, 14)	\$9,000 to \$22,500 if home healthcare or hospice is added.	6 months	As Arranged	Lessor directly, or us as sub-lessor
Leasehold Improvements, Furniture, Fixtures (notes 3, 14, 15)	\$2,000 to \$5,000	As Arranged	As Incurred	Contractor, Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Equipment (notes 4, 14, 15)	\$3,500 to \$4,500	As Arranged	Before Opening	Approved Suppliers
Opening Marketing (notes 5, 13)	\$3,000 to \$4,500	As Arranged	Before Opening	Suppliers
Vehicle Wrap Marketing Program, including auto lease/payment (note 7)	\$2,500 to \$5,000	As Arranged	As Incurred	Approved Suppliers
Training Expenses (note 6)	Up to \$2,500	As Arranged	As Arranged	Suppliers
Start-up Supplies (notes 8, 14, 15)	\$1,000 to \$1,500	As Arranged	As Incurred	Suppliers
Insurance (notes 9, 14)	\$10,000 - \$12,000	As Arranged	As Incurred	Us or Insurers
Utility Deposits (notes 10, 14)	\$150 to \$500	As Arranged	As Incurred	Lessor, Utility Companies
Professional Fees (note 11)	\$1,500 to \$5,000	As Arranged	As Incurred	Professionals
Business License (notes 12, 15)	\$500 to \$6,000	As Arranged	As Incurred	Government Agency
Regulatory Fees (note 16)	\$1,000 to \$2,000	As Arranged	As Incurred	Government Agency
Additional Funds (note 13) (6 months)	for Primary Services; \$185,000-350,000 if certified home healthcare and/or hospice are added.	Varies	Varies	Varies
Initial Franchise Fee: Certified Home Health	\$60,000	Lump sum	Upon Execution of the Franchise Agreement Addendum	Us
Initial Franchise Fee: Certified Hospice	\$60,000	Lump sum	Upon Execution of the Franchise	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
			Agreement Addendum	
Accreditation Fees for Certified business lines (per line)	\$8,000 to \$12,000 for both home health and hospice.	As Arranged	As Arranged	Accreditation Organization
<b>TOTAL</b>	<b>\$422,150 to \$628,000</b>			

**Notes:**

Except as otherwise described below, all expenses are non-refundable.

1. Please see Item 5 of this Disclosure Document for a description of the Initial Franchise Fee. We do not provide direct or indirect financing to franchisees for the Initial Franchise Fee or any other items. The amount of the Initial Franchise Fee may occasionally be reduced or waived under expansion programs offered to existing franchise owners who wish to establish additional franchises. We may also discount the Initial Franchise Fees for new franchisees who purchase multiple franchise markets simultaneously. There are currently no “standard” reduced franchise fee incentives offered other than those discounts previously described, such as the veterans’ discount.
2. You do not have to purchase real estate for the Franchise Business. We assume you will operate the Franchise Business from an office building of any size in either a downtown or suburban area. The cost of leasing space will vary depending primarily upon the location. You will initially need approximately 1,000 square feet of space for the Franchise Business to initiate Primary Services under the Franchise Agreement. We estimate that monthly rental payments for the premises will range from \$1,000 to \$2,500. You may also be required to pay security deposits and one or more month’s rent in advance. You may need additional square footage if you add Home healthcare and/or hospice. We have estimated a 50% increase if these services are added and are based on leasing sufficient space to start the business while maintaining efficient use of resources, including cash on hand.
3. You may lease or purchase office furniture and fixtures. The cost will vary depending on the location and quality.
4. You will need to purchase or lease certain items of equipment including telephones and a telephone system. If you are required to utilize an Approved Software System, you will need to purchase a computer system which meets the minimum system requirements of the Approved Software System you elect to utilize, as well as a high-speed connection to the internet necessary to access that Approved Software System. You will need to purchase

any upgrades or replacement computer equipment necessary to operate the Franchise Business.

5. You must advertise for recruitment and client generation. Where possible, these advertisements should be placed prior to the opening of the Franchise Business.
6. We require that you attend our initial training program, which may be conducted in person or virtually at our discretion. You will incur expenses associated with our initial training program (see Item 11 for additional details regarding our initial training program). For this training program, we provide instructors and instructional materials. You must pay for your transportation, lodging, food, and wages. The cost will depend on the distance you must travel to the training location and the type of accommodation you choose. If you are required to utilize an Approved Software System, and you require training beyond the initial training provided by the software provider at no charge (if any), you will also incur expenses associated with such training. We have estimated that travel expenses will include airfare or other transportation (\$500-600), hotel (\$150/day) and food (\$50/day).
7. You must participate in our Vehicle Wrap Marketing Program throughout the term of the Franchise Agreement. Our Vehicle Wrap Marketing Program consists of the application of a vehicle “wrap” which prominently displays the INTERIM HEALTHCARE trade name and promotes the services authorized by the Franchise Agreement. You will need to lease or purchase a vehicle which has been approved by us for use in our Vehicle Wrap Marketing Program. However, you may use your own vehicle if that vehicle meets our standards and specifications. For purposes of the estimates provided in the table above, we assume that you lease the vehicle. If leased, we estimate that lease payments will be \$200 to \$300 per month (up to \$1800 for 6 months). The balance of the estimate would be used to obtain the vehicle wrap. You may be required to make a deposit in connection with the vehicle lease.
8. You will need to purchase an initial supply of the printed materials needed for the operation of the Franchise Business as well as other general office supplies.
9. You must obtain and maintain the types and initial minimum amounts of insurance described in the Franchise Agreement. The amount in the table above represents estimated preopening expenses for one year. Insurance premiums are typically due on a quarterly basis (May, August, November, and February). The dates may vary slightly based on the timing of invoices from insurance carriers. In rare circumstances, you may need to pay the entire annual premium initially. Before opening for business, you must purchase certain insurance coverage required by the Franchise Agreement. You may, but are not required to, purchase a portion of such insurance under master policies administered by us. (See Item 8 for a description of master policies available to our franchisees). If you elect to purchase this insurance through our master policies, we estimate that pre-opening costs for these items will be \$10,000 - \$12,000 per franchise. We are under no obligation to make master policies available to our franchisees in the future.

10. You may need to provide deposits for utilities. The amount of the deposits will vary depending upon the location of the Franchise Business and the practices of the utility companies. These deposits may be refundable.
11. You may need to consult with an attorney, accountant, and other consultants. These can include business formation and establishing accounting systems for the Primary Services. You may require specialized consultants to assist with filing or obtaining applications for accreditation, certification, and/or licensure. Fees for professional services vary widely. You may also want to seek accreditation from an approved accrediting body such as the Community Health Accreditation Program, which is an added expense.
12. See Item 1 for a description of licenses you may need to obtain. Fees vary widely from state to state. We recommend that the applicable state departments of health or social services to inquire about the estimated amount of each license and approximate time to obtain it. You may need more than one license depending on the services you offer.
13. You will need to support on-going expenses, such as royalties, software fees, marketing expenses, office payroll and utilities, to the extent these costs are not covered by sales revenue. New businesses often generate negative cash flow. We estimate that the amount stated will be sufficient to cover on-going expenses for the initial phase of the business, which we calculate to be six (6) months. This is only an estimate, however, and there is no assurance that you will not need additional funds during or after this initial phase. This estimate assumes that you will be paid for the services, such as personalized care at home, you provide at or soon after such services are provided, which will reduce your need for working capital. You should take into consideration the carrying costs of accounts receivable during the startup of the business. For other lines of business, such as staffing, clients may pay on a 45–60-day basis, including hospitals, nursing homes or other facilities. Local market conditions will affect the amount of additional funds you need. For Medicare-certified business such as home healthcare and hospice, you may be required to provide evidence of available capital to the Medicare Administrative Contractor (MAC) to meet certain par levels. These amounts vary widely and have ranged from \$20,000-\$100,000 in recent years, which may be in addition to a surety bond requirement. While an application for certification is pending, you will be required to admit up to 5-10 patients to meet licensure and certification inspection purposes but may not be able to bill for services provided for weeks or months until the provider number is issued.
14. The amounts listed in the table above contemplate the establishment of a single Franchise Business office within the Area, which will be staffed by you (at no initial salary) and one (1) Customer Service Representative. Under the Franchise Agreement, you are required to operate a single office in your Area (except in certain cases involving the expansion of the Area after the Franchise Agreement has been signed). As further described in Items 1 and 12, you may, but are not required to, open additional office(s) within the Area at any time, at your expense. See Item 12 for more information regarding the Area. You may also require additional square footage if you add certified Home Healthcare or Hospice services. If you add home healthcare or hospice services, you may be required to hire a registered nurse as a condition of licensure and to operate that business.



15. We may reduce or waive the initial franchise fee when the owner of an existing business which provides services similar to those authorized under the Interim HealthCare Franchise Program agrees to convert that business to an Interim HealthCare franchise. Certain other costs listed above may be wholly or partially inapplicable in such conversions, since the Franchise Business will not be a “start-up” operation and will have incurred those costs prior to the date of conversion.
16. The cost to obtain a home health agency or hospice license (where required) will vary depending on state licensure regulations and processing time. We do not anticipate that you will seek Medicare certification until the Franchise Business has been firmly established. However, franchisees seeking Medicare certification will incur additional costs and may require additional funds as the Medicare application, state survey and certification process could require an extended period to complete. We recommend you or your advisors contact your state’s Department of Health to determine the cost, time and process required to obtain a home health agency license and Medicare certification prior to signing a franchise agreement.

## **ITEM 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

#### ***Required Systems.***

Under the terms of the Franchise Agreement, you must use the Approved Software Systems that we designate in connection with the operation of the Franchise Business. Approved Software Systems include several applications that facilitate the operation of the business to ensure consistent quality and productivity of the Franchise Business and include such functionality as medical record documentation, billing and collections for services, employment application tracking and Learning Management Systems.

Approved Software Systems, including Electronic Medical Records (“EMRs”). You must utilize an Approved Software System throughout the term of the Franchise Agreement. We select each Approved Software System based on our experience with the lines of business covered by the Franchise Agreement, the availability of features Franchisees are likely to need, security and reliability and the availability of data that assists us in supporting your Franchise. All new franchisees are required to execute a user agreement directly with the vendor prior to establishing the Franchise Business. The user agreement will become effective on the date the Franchise Agreement is executed and will remain in effect throughout the period during which the Franchise Agreement is in effect, or until you elect to utilize a different Approved Software System, if available, for use in connection with the Franchise Business. Each Approved Software System is a web-based software system accessible via the internet and used to manage the operational aspects of the Franchise Business, such as client and caregiver management, scheduling, telephone, payroll and billing and accounts receivable. All systems allow for the storage, retrieval and maintenance of user entered information related to the Franchise Business.

EMRs used in the home healthcare and hospice environments may have a variety of functions, including tracking the admission of new clients, scheduling staff and supervisory visits, documenting services, and generation of invoices. They may also be interfaced with other complimentary systems, such as employee payroll. Currently, there are four approved EMRs: AxisCare (Personal Care), Axxess (for Personal Care and skilled home healthcare), Home Care Home Base (for Personal Care and skilled home healthcare) and MatrixCare (for Personal Care and skilled home healthcare). As of the issuance date of this disclosure document, the estimated fees for the various approved EMRs are as follows:

<b>Approved Vendor*</b>	<b>EMR</b>	<b>Service Platform*</b>	<b>Fees for Census of 50*</b>	<b>Fees for Census of 250*</b>
AxisCare		Personal Care (2-5 years)	\$450/month plus one-time fee of \$350	\$2,250/month plus one-time fee of \$350
MatrixCare-Soneto		Personal Care (2-5 years)	\$500/month	\$2,500/month
HomeCare Homebase		Personal Care (may support other service lines)	\$69.20 per patient	\$26 per patient
Homecare Homebase		Personal Care and Home Health	\$4,410 (average cost \$88 per patient)	\$8,250 (average \$33 per patient)
Axxess		Personal Care and Home Health	\$1,609/month plus one-time fee of \$4,675	\$4,817/month plus one-time fee of \$14,743
MatrixCare (Select)		Personal Care and Home Health	\$2,700/month plus one-time fee of \$7,507.50	\$8,573.78/month plus one-time fee of \$13,069.10

\*Vendors and fees are subject to modification at any time.

Software development is dynamic and we routinely review our selections to balance the demand for additional functionality with the implementation costs that are associated with any change in software products. We routinely review the list may add software systems to, or remove software systems from, our list of Approved Software Systems at any time in our sole discretion. An Approved Software System may be a proprietary software system developed and/or owned by us, by a subsidiary or affiliate of ours or by an unrelated third party. We will notify you in writing of any changes to our list of Approved Software Systems.

If an Approved Software System(s) used by you is removed from our list of Approved Software Systems, you will have 180 days from your receipt of a written notice of removal in which to convert to a different Approved Software System.

Supplemental Staffing Applications. Interim has designated PARiM as its application for staffing.

Email addresses. You will be required to use the assigned Interim email address for your Franchise Business.

Other than as described above, we do not recommend any specific computer hardware or software to our franchisees. However, occasionally we may review certain software packages, and, to the extent these items appear to meet the needs of our franchisees, we may provide software vendors with the means to contact our franchisees for informational purposes (e.g., at national franchisee meetings). Such referrals do not constitute a recommendation on our part. Also, we have no obligation to upgrade and/or update any hardware or software during the term of the franchise.

We have independent, unlimited access to the information generated in connection with any Approved Software System and there are no contractual or other limitations on our right to access such information. If you collect information or data regarding the Franchise Business through electronic means outside of an Approved Software System, we have the right to access, inspect and copy those records as specified in §8.12 of the Franchise Agreement.

Applicant Tracking Systems. Tracking the employment applications, offers and onboarding are core to a successful Franchise Business. Interim currently has listed Hireology as its preferred vendor for this purpose. In addition, most staff have mandatory or recommended training that may include orientation, ongoing clinical care, regulatory and infection control requirements and other regulatory standards tied to the licensure or certification standards of the business.

Learning Management Systems (“LMS”). Interim uses HealthStream (under the name L.I.F.E. or Learning for Interim Franchise Excellence) as its required LMS vendor. HealthStream contains large libraries of educational, onboarding and compliance content tailored and updated for the home healthcare, staffing and hospice businesses.

Human Resources and Employer Systems. Interim has designated the Polsinelli Online System for Homecare (“POSH”) application as its resource for state-specific human resources policies and procedures, such as employee handbooks, posters and other HR-related resources.

Interim NST staff dedicate substantial resources to the vetting, selection and negotiations of prices of these applications that provide maximum flexibility at multiple price points to facilitate the startup and ongoing operation of the business. The evolution of the software options for these businesses can change rapidly; Interim consults with industry leaders and experienced franchise owners to make the best selection. The guidance in this document is intended to provide an overview of the many options, however, your specific applications will depend on the service lines you are authorized to offer. As the business grows, it is possible that systems will need to be upgraded, features added and, in some cases, selection of a different system may be needed to match your business’ needs. You should consider carefully planning your hardware and software needs as they evolve over time.

Customer Relationship Management System. We do not currently have a designated a customer relationship management system (an “Approved CRM System”), however, if we make

such a designation, you must use the Approved CRM System no later than 180 days after we notify you of our selection. You will be responsible for all user or other fees incurred in connection with use of an Approved CRM System, and for purchasing or licensing any third-party software, programs, content, documentation, equipment, hardware or other products that are determined by us as being necessary or desirable for the use and operation of an Approved CRM System.

### **Computer System**

You must purchase a system robust enough to handle the various applications, including email, EMRs and routine billing required in your day-to-day operations. We may advise you regarding the general capacity of a system, but you alone are responsible for making any final decisions concerning hardware and related computer system purchases. You should confirm that the system you choose has the capacity to handle the software applications for your Franchise Business.

We do not require you to utilize any specific hardware or supplies in connection with your use of an Approved Software System, however, the hardware you utilize must meet the system requirements of the Approved Software System you elect to utilize.

We anticipate that your computer system will cost approximately \$3,400. You may purchase your computer system from any vendor, provided the computer system meets the requirements of the Approved Software System which you are utilizing. Any expenses you incur in connection with the purchase, operation, repair, maintenance or upgrading of your computer system shall be your sole responsibility. In addition, you will be required to pay for Internet access (the cost of which varies based on the type of access and the provider), and a software fee for use of the Approved Software System which you are utilizing. We estimate that your annual maintenance, updating, upgrading and other computer support will be approximately \$1,000, exclusive of the software fee.

Any hardware costs associated with a modification to an Approved Software System or associated with your conversion to a different Approved Software System for use in connection with the Franchise Business, must be paid by you. If one or more function(s) that are reasonably required in connection with the operation of the Franchise Business are not supported by the Approved Software System which you are utilizing you may, with our prior written consent, utilize other commercially available software to support such function(s), in conjunction with the Approved Software System which you are currently utilizing.

Internet, Websites and Social Media. We will maintain an internet presence (including, but not limited to, the web and social media) for the purpose of promoting the services authorized by the Franchise Agreement and providing additional information to potential and existing clients and employees of the Franchise Business. Interim Healthcare is the sole owner of its domains. You will be entitled to include our internet address in marketing and promotional items such as business cards, brochures, letterhead, etc. You may not establish an internet website or social media page utilizing any of our trade names or service marks, or any variation or derivation of such trade names or service marks, for any purpose. You may not establish your own internet website or social media presence for use in connection with the Franchise Business without our prior written consent. You must grant

us full administrative access to any social media in which you engage in connection with the Franchise Business, and we maintain the right to approve, disapprove or modify any activity or presence on the internet by you which has a potential to impact the INTERIM HEALTHCARE brand. Periodically, we will issue policies regarding social media or website management which will require your adherence. You may not provide access to any proprietary material owned by us to any third party, for any purpose, without our prior written consent.

### ***Other Operational Requirements.***

Business Forms and Collateral Material. You must purchase all business forms, marketing, brochures, promotional and other similar material and similar materials in accordance with our specifications. If you wish to create material for use only at your franchise, we must approve them before you publish or use the materials. If you do not purchase these items from us, we must approve them before you use the materials. We will notify you within 30 days of the date you submit materials for review if we do not approve them. We will provide you with certain manuals which describe our specifications for the proper use of the trade names and service marks in marketing materials. We estimate that the purchase of these materials in accordance with our specifications will represent approximately 0% to 1% of your total purchases and leases in establishing the Franchise Business, and 1% to 3% of your total purchases and leases in the continuing operation of the Franchise Business.

During our last fiscal year ended December 27, 2024, we derived no revenue from Interim HealthCare franchisees' purchases of supplies and materials in accordance with our specifications.

Leased Premises. If you lease the premises for the office, the lease must specifically provide that it will be assignable to us, at our sole discretion, upon termination of the Franchise Agreement for any reason.

### ***Insurance Requirements.***

You must purchase from financially responsible insurance companies, and continually maintain, certain insurance coverage for the operation of the Franchise Business. The required coverage is usually available from multiple sources, and sources are not subject to our approval. IHI currently administers its own corporate insurance program, and certain insurance coverage is made available to our franchises under corporate policies which we secure and maintain. Premiums and other charges associated with these corporate insurance policies are allocated to participating franchised offices. Some portion of the allocations paid by participating franchised offices may be held in an account used to pay claims within a deductible or self-insured retention associated with one or more of the corporate insurance policies. Any such claims would be paid on a "first adjudicated" basis until the account is exhausted.

Our affiliate, Interim Agency Services, Inc., is an approved supplier of certain insurance products, however there is no requirement that you purchase any insurance products through our affiliate. No other affiliate is an approved supplier of any goods or services.

During our last fiscal year ended December 27, 2024, insurance related expenses incurred on behalf of franchisees (excluding internal administrative expenses) exceeded the premiums charged to franchisees. We may add to, revise the minimum limits applicable to, or otherwise modify any of the insurance requirements set forth in the Franchise Agreement at any time in our sole discretion, and you must comply with such modified insurance requirements.

### ***Surety Bonds.***

Some, but not all states, such as California and Florida, may require a surety bond under circumstances as a condition of granting a license. The Centers for Medicaid and Medicare Services (“CMS”) may require that all Medicare providers (including certified home health agencies and hospices) obtain a surety bond for each Medicare provider number. The bond amount will be the amount specified at the direction of CMS.

A separate surety bond may be required for each Medicaid provider number. Medicaid surety bonds will be enforced by the state Medicaid agencies. We do not anticipate that you will seek Medicare certification until the Franchise Business is firmly established.

We do not receive payment from any designated supplier based on purchases by our franchisees. We have negotiated purchase arrangements, including price terms, with suppliers for the benefit of our franchisees, but are not obligated to do so. We do not provide material benefits to franchisees based on their use of designated or approved sources. We may periodically assist our franchisees in organizing purchasing cooperatives.

We consider a variety of factors when determining whether to renew or grant additional franchises. Among the factors we consider is compliance with the requirements described above.

Other than as described above or in Item 6, you do not have to purchase any goods or services from us or from suppliers we designate or approve.

## **ITEM 9** **FRANCHISEE’S OBLIGATIONS**

This table lists your principal obligations under the Franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other Items of this Disclosure Document.

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Item in Disclosure Document</b>
a. Site selection and acquisition/lease	§8.1 of Franchise Agreement	Items 7, 8 and 11
b. Pre-opening purchases/leases	§§8.7, 8.8 and 8.10 of Franchise Agreement	Items 5, 7, 8 and 11

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Item in Disclosure Document</b>
c. Site development and other pre-opening requirements	§8.1 of Franchise Agreement	Items 5, 7 and 11
d. Initial and ongoing training	§§7.1, 8.13 and 8.14 of Franchise Agreement	Items 7 and 11
e. Opening	§8.1 of Franchise Agreement	Item 11
f. Fees	§§11.1, 11.2, 11.3, 12.2, and 15.3 of Franchise Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manuals	§§7.1, 8.4 and 8.5 of Franchise Agreement	Items 8, 11 and 14
h. Trademarks and proprietary information	§§1, 3, 4, 8.4, 16.1 and 16.3 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	§1 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	§8.1 and 8.2 of Franchise Agreement	Item 16
k. Territorial development and sales quotas	§§12.1, 12.2, 12.3 of Franchise Agreement	Items 6, 12 and 17
l. Ongoing product/service purchases	§§8.7 and 8.15 of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	§8.1 of Franchise Agreement	Item 7
n. Insurance	§§7.1 and 8.8 of Franchise Agreement	Items 5, 7 and 8

<b>Obligation</b>	<b>Section in Agreement</b>	<b>Item in Disclosure Document</b>
o. Advertising/Marketing	§§7.1, 8.9 and 8.10 of Franchise Agreement	Items 5, 6, 7, 8 and 11
p. Indemnification	§9 of Franchise Agreement	Item 6
q. Owner's participation/management/staffing	§6.2 of Franchise Agreement	Item 15
r. Records and reports	§§8.11 and 8.12 of Franchise Agreement	Item 6
s. Inspections and audits	§8.12 of Franchise Agreement	None
t. Transfer	§§14, 19.2 and 19.3 of Franchise Agreement	Item 17
u. Renewal	§13 of Franchise Agreement	Item 17
v. Post-termination obligations	§§8.6, 10 and 16 of Franchise Agreement	Item 17
w. Non-competition covenants	§10 of Franchise Agreement	Item 17
x. Dispute resolution	§18 and 19.5 of Franchise Agreement	Item 17
y. Taxes/permits	§§8.6 and 8.11 of Franchise Agreement	Item 7

## **ITEM 10** **FINANCING**

IHI does not offer, either directly or indirectly, any financing arrangements to its franchisees, does not currently intend to offer, either directly or indirectly, loans or other financing to its franchisees in the foreseeable future and does not guarantee your notes, leases or other obligations. Furthermore, IHI is unable to predict whether you will be able to obtain financing for any part or all of your investment, and if so, the terms of such financing.

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



Except as listed below, we are not required to provide you with any assistance.

## **Meet the Team Day**

Before you sign a Franchise Agreement, we require you to attend a “Meet the Team Day” in person. This allows us to confirm your suitability as a franchisee in our system.

## **Continuing Obligations**

During your operation of the Franchise Business, the Franchise Agreement requires us to provide the following assistance and services to you:

1. Keep you informed about new developments and procedures in the operation of the Franchise Business. (Franchise Agreement, §7.1.2(a)).
2. Provide you with appropriate manuals. (Franchise Agreement, §7.1.1(a)).
3. Assist in the development and preparation of sales and promotional programs, campaigns and materials. (Franchise Agreement, §7.1.2(b)).
4. Analyze periodically the sales program, promotional efforts, financial status, and other aspects of your business, all based on data you submit, and make suggestions based on this analysis. (Franchise Agreement, §7.1.2(c)).
5. Counsel and assist you in the administration of your insurance program and claims, and the handling of your payroll taxes and unemployment claims, based upon information you submit. (Franchise Agreement, §7.1.2(d)).
6. We reserve the right, though we are not required, to hold an annual conference. We will determine the topics and agenda for the conference. We will require you to attend the conference, and to pay our then-current registration fee. The annual conference fee will be assessed, regardless of whether you attend in person. All expenses, including transportation and lodging, meals, and salaries, are your sole responsibility. (Franchise Agreement, §11.1.7).

## **Marketing**

### *National Marketing Fee*

You are required to contribute one percent (1%) of weekly sales to our national marketing fund (the “Fund”). Depending on the form of franchise agreement executed, not all franchisees are required to contribute the same amounts. We will administer the Fund to meet certain costs related to disseminating the marketing in national print, television, and electronic media, and make materials available for your use in direct mail and other promotions, and for your local and/or regional marketing needs. The Fund may also be used to cover the costs and fees associated with preparing and producing video, audio, and written materials and electronic media, website maintenance and development, internet advertising, administering marketing programs, public

relations, market research, and other marketing activities. We use national and regional marketing agencies to produce advertisements. We are not required to spend any amount on marketing in your Area. We will not use any money from the marketing fund to purchase marketing that is principally a solicitation for the sale of franchises. Franchisor-owned outlets are not required to contribute to the Fund. The Fund is not audited. If you wish to be provided with an unaudited copy of the summary of the Fund's expenditures for the previously concluded fiscal year, you must submit a written request to us within 120 days of such year's fiscal year end. Except as described above, as of the issuance date of this Disclosure Document, neither we nor any affiliate receives any payment for providing goods or services to our marketing program. (§§7.3 and 11.1.6 of the Franchise Agreement.)

In our most recent fiscal year ended December 27, 2024, we spent 49% of General Marketing Fund expenditures on Working Media (National and local advertising, digital display, pay-per-click, CRM, SEO, PR, and social), 23% on Non-Working Media (Agency fees, production costs, consumer research), 18% on Recruiting (recruiting services), and 10% on General Brand Support (General & Administrative, travel, salaries, industry memberships, legislative advocacy, and essential supplies).

#### *Marketing & Advertising Committee*

We have a Marketing & Advertising Committee that includes existing franchisees and advisors and serves in an advisory capacity to us. We have the power to form, change, or dissolve this committee at any time. We reserve the right to alter how council members are selected.

#### *Advertising Cooperative*

We do not require you to participate in local or regional marketing cooperatives.

#### *Local Advertising*

You must make local marketing expenditures each year in an amount not less than 1% of your prior year's sales. All of your marketing materials (including through social media) must be in media we approve and must conform to the standards and requirements set by us. Local marketing expenditures may include local customer and temporary employee recruitment marketing and other collateral materials (see Item 6). You must submit to us for prior approval samples of all marketing and promotional materials not prepared or previously approved by us. You must obtain our approval of the materials in writing before using them. We will notify you within 30 days of the date you submit materials for review if we do not approve them. If we do not notify you within such 30-day period, the materials are deemed approved. We reserve our right to revoke such approval upon written notice to you. You may not use any other mark, name, commercial symbol, or logo in connection with the operation of your franchise.

#### *Vehicle Wrap Program*

You must participate in our Vehicle Wrap Marketing Program throughout the term of the Franchise Agreement. Our Vehicle Wrap Marketing Program consists of the application of a

vehicle “wrap” which prominently displays the INTERIM HEALTHCARE trade name and promotes the services authorized by the Franchise Agreement. If you do not have a vehicle that meets our standards and specifications, you will need to lease or purchase a vehicle which has been approved by us for use in our Vehicle Wrap Marketing Program. You must also purchase the vehicle “wrap” and pay all installation charges. You will have a period of three (3) months from the execution of your Franchise Agreement to fulfill the Vehicle Wrap Marketing Program Requirements. Interim may grant an extension upon written request during New Owner Training.

## **Operations Manual**

If you execute a Franchise Agreement, we will provide electronic access to the confidential Operations Manual (the “Operations Manual”). The Table of Contents of the Operations Manual is included as Exhibit I in this Franchise Disclosure Document. The Operations Manual is currently 267 pages.

## **Site Selection**

We will provide you with our standards and specifications for an office location for the Franchise Business. When you execute the Franchise Agreement, we will assist you in securing a desirable office location and recommend best practices in your lease negotiation. If you request, we will review and comment on your proposed lease. The site selection is ultimately yours to make, however, you must first obtain our prior written approval.

## **Opening the Franchise Business**

We estimate that the typical length of time between signing the Franchise Agreement and opening the Franchise Business will be approximately 15 to 25 weeks and up to six months. Factors which may affect the length of this period include the availability of training classes, ability to obtain an office location, execution of a lease, securing any necessary business licenses and/or permits, which service line you choose, and timing of office build-out.

## **Training**

Generally, within 30 days before you open the Franchise Business (and after you have completed certain steps determined by us to be necessary in connection with the establishment of the Franchise Business, such as securing appropriate office space and obtaining all necessary licenses and similar authorizations), we will provide you with a mandatory training program. This training program will consist of up to 40 hours of classroom training at our headquarters in Sunrise, Florida, and up to 40 hours of on-site training at your office location. We reserve the right to offer any portion or the entire training program virtually.

Both the majority owner and any manager must complete our initial training program to our satisfaction prior to opening the Franchise Business. If we determine, in our sole discretion, that you did not successfully complete the initial training program to our satisfaction, we have the right to (i) require you to attend additional training, at your sole expense, until you demonstrate a level of skill sufficient to establish the Franchise Business, or (ii) terminate the Franchise

Agreement. If we terminate the Franchise Agreement because of your failure to complete our initial training program to our satisfaction, you must comply with all post-termination obligations contained in the Franchise Agreement, including the post-termination non-competition and non-disclosure obligations.

We will conduct our initial training program as follows:

#### **TRAINING PROGRAM**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Operations/Marketing/Sales	Up to 40	0	Virtual
On-the-Job-Training	0	Up to 40	Virtual or Your Office

You must complete our initial training program to our satisfaction prior to opening the Franchise Business. The initial training program for new owners is overseen by the Vice President of Operations Excellence, Angie Rhoads, and includes a faculty drawn from departments within the National Support Team, and Regional Franchise Support Staff. Ms. Rhoads has decades of training experience and has led the new owner training since April 2021. The training materials include a Training Manual, PowerPoint slides, handouts, job aids, case studies, simulations, and video presentations. These proprietary materials will be provided to you by other electronic access through our intranet portal, called ORCA. Each training instructor will have at least six (6) months of experience in the topics they are teaching.

After you begin the operation of the Franchise Business, we will provide additional training for you or your employees, at your expense, subject to training course availability dates. In addition, we occasionally conduct national and regional meetings, at which we may provide training on such subjects as sales, advertising and marketing, operating procedures, and insurance developments. We may make your attendance at any of these meetings mandatory, but we will limit required attendance to no more than five (5) days during any calendar year. Since the training referred to above is provided on an as-needed basis, it is not scheduled at regular intervals. Generally, such meetings will occur between one (1) and four (4) times per year. These training sessions will typically last between one (1) and five (5) days and may be provided at our headquarters office in Sunrise, Florida. In some cases, training is provided at regional locations throughout the country. For instance, if we make a training program available, and most of the franchisees who are interested in receiving the training are located in a specific region, it may be more cost-efficient for the trainer to travel to that region. In those cases, training may be provided at a franchisee's office, or a hotel conference room or similar space rented on a short-term basis.

For all required initial and additional training courses we will provide, at no charge to you, instructors, and training materials. If you elect to participate in additional training courses in which your participation is not required, you may be charged for course fees and training materials. You and your employees must pay all other expenses you or they incur in connection with our training courses, including the cost of transportation, lodging, meals, and wages.

Other than as described above, we are not obligated to provide, or to assist you in obtaining, any of the items or services referred to in this Item 11.

## **ITEM 12** **TERRITORY**

The Franchise Agreement grants you a protected geographic area (the “Area”). The Area varies by franchise and may be defined in terms of one or more Zip Codes or counties, or by other geographic designation, as determined by us, depending on the specific market characteristics. The Area will be defined prior to your execution of the Franchise Agreement and will generally have a minimum population of 175,000 and up to 200,000, of which approximately 25,000 will be over the age of 65 at the time the Franchise Agreement is signed. We utilize demographic data provided by GbBIS, a Division of Intelligent Direct, Inc., to determine the estimated population of your Area. Each first territory must have an office.

You may market to referral sources within the areas adjacent to your Area but may not solicit or accept clients located outside your Area. If the territory is owned by another franchisee, you must inform the franchisee that you are marketing to the referral sources. You may market services in an adjacent unsold territory with our prior written permission. If the territory is subsequently sold, you may service those clients for up to 90 days from the date that we inform you it has been sold. After that date, you cannot serve any clients outside your Area without our express written consent and the express written permission of the neighboring franchise. If you provide unauthorized services in another franchisee’s territory, we may require you to compensate the other franchisee, up to and including requiring you to pay up to 100% of the sales derived from providing services in another franchisee’s territory in violation of this provision. We are not contractually or otherwise obligated to take legal action against any other franchisee providing services in your Area.

You must maintain one or more offices within the Area from which you will operate the Franchise Business. You may only provide the services authorized by the Franchise Agreement to customers within at locations within the Area. You may only use our plans, procedures, trade names and service marks within the Area, except you may contact referral sources outside of the Area to generate business inside the Area. Other than in connection with an expansion of the Area (as discussed below), we do not specify or otherwise control the location or number of your office(s) within the Area.

If, after execution of the Franchise Agreement, you desire to expand the Area, we may, but are not obligated to, amend the Franchise Agreement by adding one or more adjacent Zip Codes or counties, or portion thereof, to the Area. In connection with such Area expansion, you will be required to: (i) obtain approval by Interim HealthCare Inc.; (ii) pay a fee of up to \$5,000 for each

additional 10,000 people added to your Area as a result of the expansion; (iii) enter into our designated form of Amendment, which may include a general release of claims; and/or (iv) meet a development schedule by establishing, and then maintaining, one or more additional franchise offices within the expanded Area.

As long as the Franchise Agreement is in effect and you continuously maintain the required office location(s) within the Area, we will not establish or maintain, or authorize any other person or firm to establish or maintain, an office location within the Area to provide services which are the same or similar to those which you are authorized to provide pursuant to the Franchise Agreement. However, we are not restricted from providing any goods or services to customers within the Area, under any trade name or service mark, from company-owned outlets located outside of the Area. Furthermore, other franchisees may service the Area until you officially open in the Area for up to 90 days after they have been notified that the territory has been purchased.

The actual geographic scope of the Area varies from franchise to franchise and is determined by us. The sales quotas you must meet depend on such factors as the age demographics of the Area, the number of physicians practicing within the Area, estimated payer source reimbursement rates, the number of competitors providing like services within the Area, the approximate number of hospital beds contained in the Area, and the number of health care facilities located within the Area.

If you do not attain your sales quota in any calendar year, you must pay us an amount equal to the product of the amount by which your actual sales during the calendar year fell short of your sales quota for the same calendar year, multiplied by a fraction. The numerator of the fraction will equal the amount of royalties payable to us based on your actual sales during the calendar year, and the denominator of the fraction will equal your actual sales during the same calendar year. If you fail to attain your sales quota for any calendar year and do not pay us the amount described above, we may issue a Notice of Default and your Franchise Agreement could be terminated.

Except for the affiliated franchise programs described in Item 1 and immediately above, we have not established, nor do we currently intend to establish, other franchises or company-owned outlets providing similar services under a different trademark or service mark. Item 1 describes our current affiliated franchise programs, which are not direct competitors of the INTERIM HEALTHCARE system given the products/services they sell and/or the geographic locations in which they offer franchises.

You cannot alter the Area without our consent. Your territorial rights are not dependent on sales volume, market penetration or other contingencies, except that we may terminate the Franchise Agreement in the manner described above if you fail to meet sales quotas and do not pay us the required royalty deficiency, or for any other default. However, as discussed above, if we agree to expand your Area by later amendment to the Franchise Agreement, we may require you to maintain a separate office within the expanded Area. If you do not maintain a separate office, we may terminate your rights to the expanded Area. We may not otherwise alter the Area without your consent, if you are not in default under the terms of the Franchise Agreement.

We reserve the right to grant additional franchise territories in our sole discretion. The granting of any additional franchise territory is contingent upon an existing franchisee's ability to operate additional franchises, in terms of both financial resources and management capability. Generally speaking, new franchise territories will be granted only to existing franchisees that are not in default of any of their obligations under any of their existing franchise agreements.

Except as described above, the Franchise Agreement does not grant you any options, rights of first refusal, or similar rights to acquire additional franchises.

### **ITEM 13** **TRADEMARKS**

The Franchise Agreement grants you the right to use the mark "INTERIM HEALTHCARE®."

As used in this Disclosure Document, the term "Trademarks" includes our trademarks, service marks, trade names, logos and commercial symbols and also includes our copyrighted materials and other intellectual property. The principal Trademarks include those that you will use to identify the Franchise Business. We have registered the following Trademarks on the Principal Register of the United States Patent and Trademark Office:

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
INTERIM®	1,763,176	April 6, 1993
INTERIM HEALTHCARE®	1,910,368	August 8, 1995

All required affidavits and renewals have been filed in connection with these registrations.

There are no currently effective determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the Trademark Administrator of any state or any court involving the Trademarks. There is no pending infringement, opposition, or cancellation proceeding involving the Trademarks.

There is no pending material litigation involving the Trademarks which may be relevant to their use in any state.

You must promptly notify us of the existence or assertion of any claim based upon, or any attempt by another person or firm to use, any of the Trademarks. Although the Franchise Agreement does not obligate us to take any action to protect the Trademarks, if we elect to do so, you must execute all documents we deem necessary. We have the right to control all litigation involving the Trademarks. The Franchise Agreement does not impose on us any other obligations to protect the Trademarks. We are not obligated under the terms of the Franchise Agreement or otherwise to protect any rights you have to use the Trademarks. The Franchise Agreement does not obligate us to protect you against, or indemnify you for, any liability you incur from claims of

infringement or unfair competition with respect to the Trademarks.

We do not know of any infringing uses that could materially affect your use of the Trademarks in any state. There are no agreements currently in effect which limit our rights to use, or to license others to use, any of the Trademarks described above.

We reserve the right to discontinue the use of the Trademarks or to substitute different marks for use in identifying our system and the businesses operating under it. We will make the discontinuation or substitution on a uniform and consistent basis with respect to all Interim Healthcare Franchise Agreements. We will notify you in writing of each change, and we will provide you with a conversion period with respect to such discontinuation or substitution. You will be responsible for any cost of substitution.

We may elect to introduce additional trademarks and/or service marks (which may or may not be registered with the United States Patent and Trademark Office) in the future in connection with certain programs in which you may have an opportunity to participate. You will be authorized to use these marks as long as: (i) the program to which the mark applies remains in place; and (ii) you comply, in our reasonable judgment, with the requirements of the program. If we terminate the program to which a mark applies, or you fail to comply with the requirements of the program, we will notify you that you are no longer authorized to use the mark which identifies such program and provide you with a period of not less than 30 days in which you must discontinue any further use of such mark.

## **ITEM 14**

### **PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

#### **Patents and Copyrights**

We do not own any patents that are material to the Franchise Business. We do not have any pending patents that are material to the Franchise Business. We do not have any registered copyrights, but we claim copyright in our Operations Manual and other service and proprietary written materials, which we allow you to use.

#### **Confidential Manuals**

The Operations Manual which we provide access to shall remain our sole property. The Operations Manual is intended to serve as a reference source for the operation of the Franchise Business. We update the Operations Manual on a continuing basis, and you may keep them on your premises during the term of the Franchise Agreement and any renewals. You must not, during or after the term of the Franchise Agreement, use or disclose any information in the Operations Manual, except as necessary for the operation of the Franchise Business. You must keep your login and password to the Operations Manual secure. You must use all reasonable efforts to limit access to our website to only those individuals employed by you in connection with the operation of the Franchise Business who have signed a confidentiality agreement reasonably acceptable to



us. Upon termination of the Franchise Agreement for any reason, you must return relinquish all access and return any hardcopies of the Operations Manual to us.

### **Confidential Information**

You must not, during or after the term of the Franchise Agreement and any renewals, use or disclose to any third party the details or provisions of our system, or the existence or content of any written or oral agreement between us and any other firm or person, except to your employees as necessary for the operation of the Franchise Business. You may divulge confidential information only to those employees who must have access to it to operate the Franchise Business. You may not disclose any statistical data, customer, applicant or employee list, sales, promotional or financial information, manual, procedure or other proprietary or confidential information which you may have created or which we created on your behalf, or which may otherwise have come to your attention as a result of your association with us.

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

At all times during the term of the Franchise Agreement, the majority owner of the entity formed to operate the Franchise Business must be personally engaged in the operation of the Franchise Business on a full-time basis, unless otherwise consented to in writing by us. If we consent in writing to such majority shareholder not being engaged full-time in the operation of the Franchise Business, franchisee must hire a full-time Manager who will be engaged in the operation of the Franchise Business, and who shall be empowered with the responsibility and decision-making authority with regard to the day-to-day operation of the Franchise Business. Both the majority owner and any manager hired by franchisee must complete our Interim Healthcare training program (as described in Item 11 above) to our reasonable satisfaction, and must execute an agreement, in a form acceptable to us, under which he or she agrees to be bound by the terms and conditions restricting disclosure of confidential information and competitive activities which are contained in the Franchise Agreement, and a copy of such agreement must be immediately furnished to us. We do not otherwise require prior consent or approval for any manager or other employees you hire. The manager need not have an equity interest in the Franchise Business.

Each of your principal owners must sign the Franchise Agreement, in the form of Exhibit A, as either the franchisee or the guarantor. In either event, by signing the Franchise Agreement, each principal agrees to perform, and guarantees, all the franchisee's obligations to us and our affiliates and agrees to be bound by the restrictive covenants, confidentiality provisions and other provisions contained in the Franchise Agreement.

You must employ competent and fully trained staff to operate the Franchise Business. Each clerical, sales and executive employee, including the Manager, must execute an employment contract which will prohibit disclosure of trade secrets and impose certain covenants against competition. With our written permission, contract staff may be used and must meet applicable state, federal, and local regulations and Interim policies for the licensure categories of your franchise business, such as pre-hire screening and background checks.

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You may only offer your customers the services authorized by the Franchise Agreement. We may not alter the services which you are authorized to provide without your consent; however, we may modify our policies and procedures at any time in the Operations Manual or otherwise in writing. You are required to attain or surpass the sales quotas specified in the Franchise Agreement. The entity you must form to operate the Franchise Business may not engage in any other business activities, except for the operation of other Interim HealthCare Franchise Businesses, if applicable.

You may not use the office from which you operate the Franchise Business for any other purpose. The office shall be located in a suitable commercial/business office setting, and office hours shall be consistent with local practices concerning business hours and holidays, provided that your services must be available at all times on a 24 hours per day, seven (7) days per week basis. There are no restrictions on the customers to whom you may provide the authorized services, except that: (a) you may only provide services to customers located within the Area; (b) you may only provide services from locations within the Area; and (c) you may only use our plans, procedures, trade names and service marks within the Area.

**ITEM 17**  
**RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the Franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.**

<b>Provision</b>	<b>Section in Franchise or other Agreement</b>	<b>Summary</b>
a. Length of the franchise term	§13.1 of Franchise Agreement	Ten years.
b. Renewal or extension of the term	§13.2 of Franchise Agreement	One (1) additional ten (10)-year renewal term.
c. Requirements for you to renew or extend	§13.2 of Franchise Agreement	You must give us 180 days' notice of your intent to renew and sign our then-current form of franchise agreement and a general release. You must also pay a renewal fee.
d. Termination by you	None	Not applicable.

Provision	Section in Franchise or other Agreement	Summary
e. Termination by us without cause	None	Not applicable.
f. Termination by us with cause	§15.1-15.2 of Franchise Agreement	We may terminate the Franchise Agreement for cause.
g. “Cause” defined - curable defaults	§15.3-15.4 of Franchise Agreement	Breach of Franchise Agreement except as otherwise provided; failure to pay sums you owe us; failure to achieve sales quota.  Non-Compliance Fee: If you are in default of your Franchise Agreement.
h. “Cause” defined - non-curable defaults	§15.1-15.2 of Franchise Agreement	Bankruptcy; abandonment; violation of restrictive covenants; criminal misconduct; fraud or misrepresentation; breach of other agreements; misuse of marks or confidential information; unauthorized products or services.
i. Your obligations on termination/non-renewal	§16 of Franchise Agreement	Obligations include complete de-identification and payment of amounts due; compliance with covenants.
j. Assignment of contract by us	§19.2 of Franchise Agreement	We may assign our obligations under the Franchise Agreement.
k. “Transfer” by you - defined	§14 of Franchise Agreement	Includes sale or other transfer of Franchise Agreement, Franchise Business, assets you own or use in the operation of the Franchise Business, or any interest the Franchise Agreement grants you.
l. Approval of transfer by you	§14 of Franchise Agreement	We have the right to approve transfers.
m. Conditions for approval of transfer	§14 of Franchise Agreement	Includes bona fide written offer, and our written approval of transferee. The transferee will assume your rights and obligations under the Franchise Agreement. Additionally, transfer is

Provision	Section in Franchise or other Agreement	Summary
		conditioned upon payment of a transfer fee; satisfaction of monetary obligations; curing all defaults; executing a general release; obtaining lessor and other applicable third-party consent; and we must approve purchase agreement terms prior to signature.
n. Right of first refusal to acquire your business	§14.2 of Franchise Agreement	You must first offer to sell to us on the same terms and conditions as those offered by a third party. We will notify you, within 30 days of receiving the offer, whether we will exercise our right to purchase your business. If we do not accept your offer, you have 60 days to complete the transfer. We may grant additional time in writing to complete the transfer.
o. Option to purchase your business	§16.2 of Franchise Agreement	We can elect to continue the operation of the Franchise Business if you do not renew the Franchise Agreement or if we terminate the Franchise Agreement.
p. Your death or disability	§14.4 of Franchise Agreement	Transfer of your ownership interest upon your death is subject to the same requirements described for “transfers” above.
q. Non-competition covenants during the term of the franchise	§10 of Franchise Agreement	Prohibits owning or operating a business which is competitive with the services provided by us or our franchisees; or engaging an individual or firm to provide management services to the Franchise Business, without having the individual or firm execute a non-competition agreement.
r. Non-competition covenants after the franchise agreement is terminated or expires	§§10 and 16 of Franchise Agreement	Includes 24 months prohibition against competing in the business from the termination or expiration of the franchise agreement.

Provision	Section in Franchise or other Agreement	Summary
s. Modification of the agreement	§4.2 of Franchise Agreement	We must provide written notice of any change relating to authorized trademarks, service marks or trade names, and provide a conversion period of at least 60 days. Any other modification must be made by written agreement executed by both the franchisee and Interim.
t. Integration/merger clause	§19.8 of the Franchise Agreement	The Franchise Agreement constitutes the entire agreement between the parties with respect to its subject matter. Nothing in the franchise agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
u. Dispute resolution by arbitration or mediation	§18.2 and §18.3 of Franchise Agreement	<p>You must bring any claim or dispute to the management team prior to bringing a claim before a third party.</p> <p>After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to non-binding mediation in Broward County, Florida in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect (subject to state law).</p>
v. Choice of forum	§18.4 of Franchise Agreement	Unless prohibited by law, litigation must be brought in Broward County, Florida, and you must waive your right to a jury trial.
w. Choice of law	§18.1 of Franchise Agreement	Unless prohibited by law, Florida law will apply in any legal action between us.

Certain provisions described above, including: (i) your obligations upon termination/non-renewal, (o) our option to purchase your business, and (r) non-competition covenants after the franchise is terminated or expires, may vary when the owner of an existing business which provides

services similar to those authorized under the Interim HealthCare Franchise Program agrees to convert that business to an Interim HealthCare franchise. In such conversions, the referenced provisions are typically negotiated case-by-case.

Certain states may have statutes and/or court decisions that supersede the Franchise Agreement in your relationship with the franchisor, and in the law that will govern your agreement, including the areas of termination and renewal of your franchise. In addition, the provision in the Franchise Agreement which provides for termination upon bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

## **ITEM 18** **PUBLIC FIGURES**

We do not use any public figures to promote our franchises.

## **ITEM 19** **FINANCIAL PERFORMANCE REPRESENTATIONS**

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

### **HISTORICAL FINANCIAL PERFORMANCE REPRESENTATION**

This Item 19 financial performance representation includes historical performance for certain of our franchisees, broken down into two parts. Part 1 presents certain gross sales data from certain of our franchisees for the 2022, 2023, and 2024 calendar years for home healthcare services, including certified home healthcare services. In Part 2, we present gross sales data from certain of our franchisees offering Hospice Services for the 2021, 2022, 2023 and 2024 calendar years.

We have compiled the information presented in this Item 19 either from the software systems our franchisees use or based upon information franchisees have reported to us in the ordinary course of business through our sales reporting system. We assume that the information submitted is accurate, complete and contains no material misrepresentations or omissions, but we have not independently audited this information. The financial performance information presented in this Item 19 is historical and is not a representation of what the presented Territories will generate the same gross sales in the future. Your individual results may vary. Written substantiation for the financial performance representation will be made available to prospective franchisees upon reasonable request.

## **INTRODUCTION TO PART 1: HISTORICAL HOME HEALTHCARE SALES**

The information presented in Part 1 below includes franchised home healthcare Territories that were in operation as of December 30, 2022, December 29, 2023, and December 27, 2024, respectively, and that operated for the entire 2022, 2023, or 2024 calendar years.

As noted in Item 1, ten (10) of our existing franchisees offer hospice services under a separate, freestanding Franchise Agreement offered from 2013-2024 (the “Stand-Alone Hospice Franchisees”). Prior to 2013, some franchises also had the right to provide hospices services under the existing home healthcare franchise agreement (the “Healthcare + Hospice Franchisees”). The financial performance information presented in Part 1 only includes gross sales from the provision of home healthcare services (the “Home Healthcare Services”) and excludes all Hospice Sales, including from both the Stand-Alone Hospice Franchisees and the Healthcare + Hospice Franchisees.

As of December 31, 2022, we had 222 Territories operated by franchisees, of the 2022 Territories 77 were excluded due to not reporting income for the full year. (the “2022 Territories”). As of December 29, 2023, we had 234 Territories operated by franchisees, of the 2023 Territories 84 were excluded due to not reporting income for the full year. (the “2023 Territories”). As of December 27, 2024, we had 226 Territories operated by franchisees, of the 2024 Territories 61 were excluded due to not reporting income for the full year. (the “2024 Territories”).

The historical financial performance information presented in Part 1 includes information for the following Territories (the “Part 1 Territories”):

- a. All 145 of the 2022 Territories were both in operation for the entire 2022 calendar year and also reported Healthcare Sales separately from Hospice Sales;
- b. All 150 of the 2023 Territories that were both in operation for the entire 2023 calendar year and also reported their Healthcare Sales separately from Hospice Sales; and
- c. All 165 of the 2024 Territories that were both in operation for the entire 2024 calendar year and also reported their Healthcare Sales separately from Hospice Sales.

***[The remainder of this page is intentionally left blank.]***

**PART 1A: 2022, 2023, AND 2024 HOME HEALTHCARE SALES FOR THE TOP 50, BOTTOM 50, AND ALL PART 1 TERRITORIES**

**Top 50 Part 1 Territories**

	2024	2023	2022
Highest Gross Revenue	\$56,254,101	\$52,665,377	\$52,881,542
Lowest Gross Revenue	\$3,404,263	\$3,191,993	\$3,559,112
Median Gross Revenue of top 50 territories	\$7,177,182	\$6,738,373	\$7,282,748
Average Gross Revenue of top 50 territories	\$9,233,556	\$9,949,042	\$10,530,124
Number of top 50 Territories that attained or surpassed the average Gross Revenue	17	17	16
Percentage of top 50 Territories that attained or surpassed the average Gross Revenues	34%	34%	32%

*Each year reflects the activity for the franchise territories with the highest grossing Home Healthcare Sales for the entire twelve-month periods ending December 31st of the year shown.*

**Bottom 50 Part 1 Territories**

	2024	2023	2022
Highest Gross Revenue	\$892,075	\$1,231,779	\$1,443,771
Lowest Gross Revenue	\$93,201	\$78,467	\$10,841
Median Gross Revenue of bottom 50 territories	\$452,292	\$698,799	\$869,003
Average Gross Revenue of bottom 50 territories	\$459,339	\$684,732	\$834,740
Number of bottom 50 locations that attained or surpassed the average Gross Revenue	25	26	26
Percentage of bottom 50 locations that attained or surpassed the average Gross Revenues	50%	52%	52%

*Each year reflects the activity for the franchise territories with the lowest grossing Home Healthcare Sales for the entire twelve-month periods ending December 31st of the year shown.*



### **All Part 1 Territories**

	2024	2023	2022
Number of Territories	165	150	145
Number of Franchise Owners	95	89	87
Highest Gross Revenue	\$56,254,101	\$52,665,377	\$52,881,542
Percent change from prior year	6.81%	-0.41%	-7.14%
Lowest Gross Revenues	\$93,201	\$78,467	\$10,841
# Territories higher than prior year	83	65	65
% territories higher than prior year	55%	45%	46%

*Each year reflects the activity for all franchise territories' Home Healthcare sales for the entire twelve-month periods ending December 31st of the year shown.*

### **All Part 1 Territories <sup>1</sup>**

	2024	2023	2022
Average Gross Revenue - All Territories	\$3,645,974	\$4,190,109	\$4,627,316
Percentage change in average Gross Revenue from prior year	-12.99%	-9.45%	-4.45%
Median Gross Revenue - All Territories	\$1,658,044	\$1,951,852	\$2,100,927
Percentage change in median Gross Revenue from prior year	-15.05%	-7.10%	-9.53%
Number of territories that attained or surpassed average Gross Revenue	47	37	38
Number of territories that attained or surpassed median Gross Revenue	83	76	73
Percentage of territories that attained or surpassed average Gross Revenue	28%	25%	26%
Percentage of territories that attained or surpassed median Gross Revenue	50%	51%	50%
Number of franchise owners with one territory	65	64	64
Average Gross Revenue of single unit territories	\$3,458,683	\$4,181,380	\$4,472,295
Percentage change in average Gross Revenue of single unit territories from prior year	-17.28%	-6.50%	-8.80%
Median Gross Revenue of single unit territories	\$1,783,112	\$1,985,573	\$1,957,801
Percentage change in median Gross Revenue of single unit territories from prior year	-10.20%	1.42%	-0.93%

*Each year reflects the activity for all franchise territories' Home Healthcare Sales for the entire twelve-month periods ending December 31st of the year shown.*

**PART 1B: 2022, 2023, AND 2024 HOME HEALTHCARE SALES FOR ALL  
PART 1 TERRITORIES BASED ON TIME IN SYSTEM**

**All Part 1 Territories - Time in System - 2024**

Time in System	# Territories	Average Healthcare Sales	Increase/Decrease of Average Sales vs PY	Average Staffing Sales	Incr/ (Decr) of Average Sales vs PY	Average Total Sales	Incr/ (Decr) of Average Sales vs PY
Less than 3 Years	11	\$334,384	227%	\$337,974	75005%	\$672,358	554%
3 - 5 Years	32	\$847,028	5%	\$97,251	-15%	\$944,280	3%
5 - 10 Years	34	\$1,520,400	15%	\$370,220	-14%	\$1,890,620	8%
Over 10 Years	88	\$5,342,465	7%	\$1,102,388	-43%	\$6,444,853	-7%

Time in System	# Territories	Median Healthcare Sales	Increase/Decrease of Median Sales vs PY	Median Staffing Sales	Incr/ (Decr) of Median Sales vs PY	Median Total Sales	Incr/ (Decr) of Median Sales vs PY
Less than 3 Years	11	\$224,960	331%	\$153,904	12347%	\$378,865	609%
3 - 5 Years	32	\$547,859	-15%	\$31,481	-1%	\$579,341	-14%
5 - 10 Years	34	\$989,338	12%	\$127,173	37%	\$1,116,511	15%
Over 10 Years	88	\$3,255,555	22%	\$328,218	55%	\$3,583,773	24%

**All Part 1 Territories - Time in System - 2023<sup>2</sup>**

Time in System	# Territories	Average Healthcare Sales	Increase/Decrease of Average Sales vs PY	Average Staffing Sales	Incr/(Decr) of Average Sales vs PY	Average Total Sales	Incr/(Decr) of Average Sales vs PY
Less than 3 Years	1	\$102,311	-	\$450	0%	\$102,761	-
3 - 5 Years	23	\$806,910	7%	\$113,790	9%	\$920,701	7%
5 - 10 Years	36	\$1,327,005	32%	\$430,124	-16%	\$1,757,129	16%

Over 10 Years		\$4,980,925	-	\$1,929,550	-8%	\$6,910,475	-3%
---------------	--	-------------	---	-------------	-----	-------------	-----

**All Part 1 Territories - Time in System – 2022<sup>3</sup>**

Time in System	# Territories	Average Healthcare Sales	Increase/Decrease of Average Sales vs PY	Average Staffing Sales	Incr/(Decr) of Average Sales vs PY	Average Total Sales	Incr/(Decr) of Average Sales vs PY
Less than 3 Years	-	-	-	-	-	-	-
3 - 5 Years	7	\$757,242	-21%	\$104,676	50%	\$861,918	-16%
5 - 10 Years	42	\$1,002,265	11%	\$510,365	32%	\$1,512,630	17%
Over 10 Years	96	\$4,994,895	-8%	\$2,108,425	16%	\$7,103,320	-2%

Time in System	# Territories	Median Healthcare Sales	Increase/Decrease of Median Sales vs PY	Median Staffing Sales	Incr/(Decr) of Median Sales vs PY	Median Total Sales	Incr/(Decr) of Median Sales vs PY
Less than 3 Years	-	-	-	-	-	-	-
3 - 5 Years	7	\$623,903	-19%	\$20,140	-44%	\$644,043	-20%
5 - 10 Years	42	\$777,881	26%	\$93,745	21%	\$871,626	26%
Over 10 Years	96	\$3,121,289	-4%	\$361,440	-24%	\$3,482,728	-7%

**Notes to Part 1(B):**

Time in System	# Territories	Median Healthcare Sales	Increase/Decrease of Median Sales vs PY	Median Staffing Sales	Incr/(Decr) of Median Sales vs PY	Median Total Sales	Incr/(Decr) of Median Sales vs PY
Less than 3 Years	1	\$52,167	-	\$1,237	0%	\$53,403	-
3 - 5 Years	23	\$643,659	3%	\$31,871	58%	\$675,531	5%
5 - 10 Years	36	\$881,209	13%	\$92,674	-1%	\$973,883	12%

1. Each year presented reflects the activity for Part 1 Territories with sales for the twelve-month periods of December 31, 2024, December 31, 2023, and December 31, 2022, respectively.
2. This chart reflects the Part 1 Territories with sales for the twelve months of December 31, 2024.
3. This chart reflects the Part 1 Territories with sales for the twelve months of December 31, 2023.
4. This chart reflects the Part 1 Territories with sales for the twelve months of December 31, 2022.

## **INTRODUCTION TO PART 2: HISTORICAL HOSPICE SALES**

As of December 31, 2022, we had 22 Hospice Territories operated by franchisees, all of which reported Hospice Sales for the full 2022 calendar year. As of December 31, 2023, we had 18 Hospice Territories operated by franchisees, all of which reported Hospice Sales for the full 2023 calendar year. As of December 31, 2024, we had 20 Hospice Territories operated by franchisees, all of which reported Hospice Sales for the 2024 calendar year.

## **PART 2(A): 2022, 2023, AND 2024 HOSPICE SALES FOR THE HOSPICE TERRITORIES**

### **All Hospice Territories**

	2024	2023	2022	2021
Number of Territories	20	18	22	21
Number of Franchise Owners	21	19	17	16
Highest Gross Revenue	\$25,786,021	\$19,408,099	\$18,302,585	\$18,807,817
Percent change from prior year	33%	6%	-3%	38%
Lowest Gross Revenues	\$90,068	\$207,984	\$418,972	\$343,296
# Territories higher than prior year	12	10	10	12
% territories higher than prior year	67%	45%	48%	63%

*Each year reflects the activity for all Hospice Territories' Hospice Sales for the entire twelve-month periods ending December 31st of the year shown.*

### All Hospice Territories

	2024	2023	2022	2021
Average Gross Revenue - All Territories	\$6,834,431	\$4,186,865	\$3,416,189	\$3,528,791
Percentage change in average Gross Revenue from prior year	63%	23%	-3%	25%
Median Gross Revenue - All Territories	\$4,512,383	\$2,749,551	\$2,219,099	\$2,120,970
Percentage change in median Gross Revenue from prior year	64%	24%	5%	25%
Number of territories that attained or surpassed average Gross Revenue	9	6	8	8
Number of territories that attained or surpassed median Gross Revenue	11	10	12	11
Percentage of territories that attained or surpassed average Gross Revenue	45%	33%	36%	38%
Percentage of territories that attained or surpassed median Gross Revenue	55%	56%	55%	52%
Number of franchise owners with one territory	19	17	15	14
Average Gross Revenue of single unit territories	\$3,999,114	\$2,746,599	\$1,915,812	\$1,826,642
Percentage change in average Gross Revenue of single unit territories from prior year	46%	43%	5%	-26%
Median Gross Revenue of single unit territories	\$2,350,529	\$2,068,080	\$1,219,758	\$1,030,287
Percentage change in median Gross Revenue of single unit territories from prior year	14%	70%	18%	-48%

*Each year reflects the activity for all franchise territories' Hospice Sales for the entire twelve-month periods ending December 31st of the year shown.*

### PART 2(B): 2022, 2023, AND 2024 HOSPICE SALES FOR ALL HOSPICE TERRITORIES BASED ON TIME IN SYSTEM

#### All Hospice Territories - Time in System - 2024

Time in System	# Territories	Average Healthcare Sales	Increase / Decrease of Average Sales vs PY
Less than 3 Years	-	-	-
3 - 5 Years	2	\$21,513,816	338%
5 - 10 Years	4	\$7,153,715	-15%
Over 10 Years	14	\$4,646,152	50%

Time in System	# Territories	Median Healthcare Sales	Increase/Decrease of Median Sales vs PY
Less than 3 Years	-	-	-
3 - 5 Years	2	\$17,241,610	272%
5 - 10 Years	4	\$1,588,744	-47%
Over 10 Years	14	\$2,790,221	26%

**All Hospice Territories - Time in System - 2023**

Time in System	# Territories	Average Healthcare Sales	Increase/Decrease of Average Sales vs PY
Less than 3 Years	-	-	-
3 - 5 Years	2	\$4,909,734	118%
5 - 10 Years	3	\$8,464,640	9%
Over 10 Years	13	\$3,088,476	11%

Time in System	# Territories	Median Healthcare Sales	Increase/Decrease of Median Sales vs PY
Less than 3 Years	-	-	-
3 - 5 Years	2	\$4,639,186	106%
5 - 10 Years	3	\$2,992,910	22%
Over 10 Years	13	2,217,615	17%

**All Hospice Territories - Time in System - 2022**

Time in System	# Territories	Average Healthcare Sales	Increase/Decrease of Average Sales vs PY
Less than 3 Years	-	-	-
3 - 5 Years	2	\$2,249,633	77%
5 - 10 Years	3	\$7,735,448	-31%
Over 10 Years	17	\$2,791,209	-3%

Time in System	# Territories	Average Healthcare Sales	Increase/Decrease of Average Sales vs PY
Less than 3 Years	-	-	-
3 - 5 Years	2	\$2,249,633	77%
5 - 10 Years	3	\$7,735,448	-31%
Over 10 Years	17	\$2,791,209	-3%

**All Hospice Territories - Time in System - 2021**

Time in System	# Territories	Average Healthcare Sales	Increase/Decrease of Average Sales vs PY
Less than 3 Years	-	-	-
3 - 5 Years	2	\$1,270,685	-
5 - 10 Years	2	\$11,251,574	-
Over 10 Years	17	\$2,885,887	-

Time in System	# Territories	Median Healthcare Sales	Increase/Decrease of Median Sales vs PY
Less than 3 Years	-	-	-
3 - 5 Years	2	\$1,192,592	-
5 - 10 Years	2	\$3,695,330	-
Over 10 Years	17	\$2,120,970	-

**General Notes to Item 19:**

1) **Some outlets (territories) have sold these amounts. Your individual results may differ. There is no assurance you'll earn as much. There is no assurance that your franchise sales will be the same.**

2) The historical financial performance representation included in this Item 19 includes certain performance information reported by the Part 1 Territories and the Hospice Territories for the applicable calendar years. It is not a projection of what you can expect to achieve in connection with the operation of a Franchised Business.

3) The information presented in this Item 19 does not reflect operating expenses or any other costs or expenses (including fees to us) that will be deducted from the sales figures to

obtain net income or profit. These additional costs vary depending upon a number of factors, including but not limited to: (a) your Authorized Area's size, geographic location and population demographics; (b) number of years in business; (c) advertising and marketing effectiveness based on market saturation; (d) employee salaries and benefits (life and health insurance, etc.); (e) insurance costs; (f) whether your state requires you to obtain a CON; and (g) competition in your market.

4) You should conduct an independent investigation of the costs and expenses you may incur in operating your franchised business. Franchisees or former franchisees listed in the disclosure document may be one source of this information. The contact information for these franchisees is listed in Exhibit G to this Disclosure Document. You should use the above information only as a reference in conducting your own due diligence and analysis. We do not assist with the preparation of any projections, which you are entirely responsible for preparing with the assistance of your accountant or financial advisor. We suggest strongly that you consult your financial advisor or personal accountant concerning the preparation of your financial projections, including any applicable taxes that you may incur, before you decide to invest in this franchise opportunity. Reviewing this limited amount of information cannot substitute for thorough research on your part and careful evaluation of this franchise opportunity with professional and legal advisors.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Franchisor's management by contacting Mickey Antley, VP, Growth and Development, Interim HealthCare Inc., 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, FL 33323, telephone (954) 858-2672, the Federal Trade Commission, and the appropriate state regulatory agencies.

***[Remainder of page intentionally left blank.]***



**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1**  
**System-wide Outlet\* Summary**  
**For years 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	207	222	15
	2023	222	234	12
	<b>2024</b>	<b>234</b>	<b>226</b>	<b>-8</b>
Company-Owned	2022	4	5	1
	2023	5	4	-1
	<b>2024</b>	<b>4</b>	<b>4</b>	<b>0</b>
Total Outlets	2022	211	227	16
	2023	227	238	11
	<b>2024</b>	<b>238</b>	<b>230</b>	<b>-8</b>

\*We license franchisees the right to operate the Franchise Business in one Territory per Franchise Agreement. Accordingly, for purposes of Item 20, the term “Outlet” means “Territory”.

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)**  
**For years 2022 to 2024**

State	Year	Number of Transfers
California	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>3</b>
	<b>2024</b>	<b>0</b>
District of Columbia	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>0</b>
	<b>2024</b>	<b>1</b>
Florida	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>0</b>
	<b>2024</b>	<b>0</b>

<b>Georgia</b>	<b>2022</b>	<b>1</b>
	<b>2023</b>	<b>1</b>
	<b>2024</b>	<b>0</b>
<b>Indiana</b>	<b>2022</b>	<b>1</b>
	<b>2023</b>	<b>0</b>
	<b>2024</b>	<b>0</b>
<b>Minnesota</b>	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>0</b>
	<b>2034</b>	<b>0</b>
<b>New Jersey</b>	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>2</b>
	<b>2024</b>	<b>0</b>
<b>Nevada</b>	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>1</b>
	<b>2024</b>	<b>0</b>
<b>Oregon</b>	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>1</b>
	<b>2024</b>	<b>0</b>
<b>Pennsylvania</b>	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>0</b>
	<b>2024</b>	<b>0</b>
<b>Tennessee</b>	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>1</b>
	<b>2024</b>	<b>0</b>
<b>Texas</b>	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>2</b>
	<b>2024</b>	<b>0</b>
<b>Utah</b>	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>2</b>
	<b>2024</b>	<b>0</b>
<b>Virginia</b>	<b>2022</b>	<b>0</b>
	<b>2023</b>	<b>0</b>
	<b>2024</b>	<b>3</b>
<b>Wisconsin</b>	<b>2022</b>	<b>1</b>
	<b>2023</b>	<b>0</b>
	<b>2024</b>	<b>0</b>
<b>Total</b>	<b>2022</b>	<b>3</b>
	<b>2023</b>	<b>13</b>
	<b>2024</b>	<b>4</b>

*[The remainder of this page is intentionally left blank.]*

**Table No. 3**  
**Status of Franchised Outlets**  
**For years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
Alabama	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	<b>2024</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>
Arizona	2022	2	0	0	0	0	0	2
	2023	2	2	0	0	0	0	4
	<b>2024</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>
California	2022	20	3	0	0	0	1	22
	2023	22	6	0	0	0	4	26
	<b>2024</b>	<b>26</b>	<b>4</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>4</b>	<b>25</b>
Colorado	2022	3	0	0	0	0	1	2
	2023	2	2	0	0	0	0	4
	<b>2024</b>	<b>4</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>
Connecticut	2022	6	0	0	0	0	3	3
	2023	3	0	0	0	0	0	3
	<b>2024</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>
Delaware	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	<b>2024</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
District of Columbia	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	<b>2024</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
Florida	2022	12	0	0	0	0	3	16
	2023	16	3	0	0	0	3	16
	<b>2024</b>	<b>16</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>15</b>
Georgia	2022	4	2	0	0	0	0	6
	2023	6	2	0	0	0	0	8
	<b>2024</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>
Idaho	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	<b>2024</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
Illinois	2022	9	0	0	0	0	1	8
	2023	8	0	0	0	0	0	8

	<b>2024</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>
Indiana	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	<b>2024</b>	<b>7</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>
Iowa	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Kansas	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	<b>2024</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>
Kentucky	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	<b>2024</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>
Louisiana	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	<b>2024</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Maine	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	<b>2024</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Maryland	2022	5	0	1	0	0	0	6
	2023	6	1	1	0	0	0	6
	<b>2024</b>	<b>6</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>9</b>
Massachusetts	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	<b>2024</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>
Michigan	2022	8	0	0	0	0	0	8
	2023	8	2	1	0	0	0	9
	<b>2024</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>
Minnesota	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	<b>2024</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>
Missouri	2022	1	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	<b>2024</b>	<b>3</b>	<b>1</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
Montana	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	<b>2024</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
Nebraska	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	<b>2024</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
Nevada	2022	1	0	0	0	0	0	1

	2023	1	0	0	0	0	0	1
	<b>2024</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
New Hampshire	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	<b>2024</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
New Jersey	2022	7	0	1	0	0	0	6
	2023	6	1	0	0	0	1	6
	2024	6	0	0	0	0	0	6
New Mexico	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	<b>2024</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>2</b>
New York	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	1	9
	<b>2024</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>
North Carolina	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	<b>2024</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>7</b>
North Dakota	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Ohio	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
	<b>2024</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>
Oklahoma	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Oregon	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	1	2
	<b>2024</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
Pennsylvania	2022	12	1	0	0	0	0	13
	2023	13	0	0	0	0	0	13
	<b>2024</b>	<b>13</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>12</b>
South Carolina	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	<b>2024</b>	<b>6</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>
South Dakota	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Tennessee	2022	4	1	0	0	0	0	5

	2023	5	0	0	0	0	0	5
	<b>2024</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>
Texas	2022	23	0	0	0	0	0	23
	2023	23	3	0	0	0	2	24
	<b>2024</b>	<b>24</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>
Utah	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	<b>2024</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>
Virginia	2022	7	1	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	1	0	0	0	0	9
Washington	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	1	1
	<b>2024</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
West Virginia	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	<b>2024</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
Wisconsin	2022	9	2	0	0	0	0	11
	2023	11	2	0	0	0	0	13
	<b>2024</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>13</b>
Total	2022	207	16	2	0	0	9	222
	2023	222	25	2	0	0	13	234
	<b>2024</b>	<b>234</b>	<b>22</b>	<b>13</b>	<b>1</b>	<b>0</b>	<b>16</b>	<b>226</b>

**Table No. 4**  
**Status of Company-Owned Outlets**  
**For years 2022 to 2024**

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California	2022	2	0	0	0	0	2
	2023	2	0	0	1	0	1
	<b>2024</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>
Florida	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	<b>2024</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
Louisiana	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	<b>2024</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>

Total	2022	4	0	1	0	0	5
	2023	5	0	0	1	0	4
	<b>2024</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>

**Table No. 5**  
**Projected Openings as of December 31, 2024**

<b>State</b>	<b>Franchise Agreements Signed But Outlet Not Opened</b>	<b>Projected New Franchised Outlets in The Next Fiscal Year</b>	<b>Projected New Company-Owned Outlets In the Next Fiscal Year</b>
Alabama	1	0	0
California	3	0	0
Florida	1	0	0
Georgia	1	0	0
Indiana	8	0	0
Michigan	1	0	0
Pennsylvania	2	0	0
South Carolina	2	0	0
Texas	10	0	0
Utah	1	0	0
Wisconsin	2	0	0
<b>Total</b>	<b>30</b>	0	0

Some franchisees have signed confidentiality clauses during the last three (3) years. In some instances, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with the Interim Healthcare System. You may wish to speak with current and former franchisees but be aware that not all of those franchisees will be able to communicate with you.

The names, addresses, and business telephone numbers of our franchisees as of December 31, 2024, are listed in Exhibit G. The names, city, state, and business telephone numbers of franchisees who were terminated, cancelled, not renewed, transferred or otherwise ceased to do business under the Franchise Agreement during our most recently completed fiscal year, or who have not communicated with us within ten (10) weeks of the date of this Disclosure Document, are listed in Exhibit G. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

For the year ending December 31, 2025, we estimate that we will sell 2 Interim HealthCare franchises. However, since we do not plan to focus our marketing activities on any particular markets during this period, it is impossible to determine where those franchises will be located.

In 1978 we created the Owners Advisory Council, a trademark-specific franchisee organization associated with the Interim HealthCare franchise system. We currently sponsor the Owners Advisory Council by paying certain costs associated with Owners Advisory Council meetings, including facility costs and transportation expenses for Owners Advisory Council representatives who attend the meetings. The Owners Advisory Council does not have an independent address, telephone number, e-mail address or web address.

## **ITEM 21**

### **FINANCIAL STATEMENTS**

Attached to this Disclosure Document as Exhibit H are the Interim HealthCare Inc. and Subsidiaries Consolidated Financial Statements for the years ended December 27, 2024, December 30, 2023, and December 31, 2022. Exhibit H also contains our unaudited financial statements as of March 31, 2025.

## **ITEM 22**

### **CONTRACTS**

We have attached a copy of the following contracts to this Disclosure Document:

Exhibit A	Interim HealthCare Franchise Agreement (and Personal Guaranty)
Exhibit C	Business Associate Agreement
Exhibit D	Deposit Remittance Form

## **ITEM 23**

### **RECEIPTS**

The last two (2) pages of this Disclosure Document (Exhibit K) are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return to us one copy; please keep the other copy along with this Disclosure Document.



EXHIBIT A



**INTERIM HEALTHCARE®**  
**FRANCHISE AGREEMENT**

**DATA SHEET**  
**to**  
**INTERIM HEALTHCARE INC. FRANCHISE AGREEMENT**  
**DATED: \_\_\_\_\_**

Franchisee Information:

*If Franchisee is signing the Franchise Agreement prior to the formation of a franchisee entity:*

Franchisee Name(s) \_\_\_\_\_  
Notice Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_  
Email Address \_\_\_\_\_

*If Franchisee has already formed an entity:*

Entity Name \_\_\_\_\_  
State of Formation \_\_\_\_\_  
Majority Shareholder \_\_\_\_\_  
Notice Address \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Email Address \_\_\_\_\_

Ownership:

Name(s)	% Ownership
_____	_____
_____	_____
_____	_____

DBA: \_\_\_\_\_

Authorized Area/Territory: [See map attached to this Franchise Agreement as Exhibit F]

Authorized Services: ☐ Primary Services ☐ Hospice Services  
☐ Certified Home Health

Opening Date: \_\_\_\_\_ (Primary Services)

Opening Date Home Health Services (if applicable): \_\_\_\_\_

Opening Date Hospice Services (if applicable): \_\_\_\_\_

Initial Franchise Fee: \$ \_\_\_\_\_

Market Quota: \$ \_\_\_\_\_

Certified Home Health Market Quota (if applicable): \$ \_\_\_\_\_

Hospice Market Quota (if applicable): \$ \_\_\_\_\_

**The terms of this Data Sheet are incorporated into the attached Franchise Agreement.**

## TABLE OF CONTENTS

<b>1. GRANT OF FRANCHISE .....</b>	<b>4</b>
<b>2. AUTHORIZED AREA/TERRITORY .....</b>	<b>6</b>
<b>3. PROPRIETARY INFORMATION.....</b>	<b>8</b>
<b>4. USE OF TRADE NAMES AND SERVICE MARKS.....</b>	<b>9</b>
<b>5. FRANCHISEE ORGANIZATION AND OWNERSHIP.....</b>	<b>11</b>
<b>6. MAJORITY SHAREHOLDER; MANAGER .....</b>	<b>12</b>
<b>7. COMPANY’S OBLIGATIONS.....</b>	<b>13</b>
<b>8. FRANCHISEE’S OBLIGATIONS.....</b>	<b>15</b>
<b>9. RELATIONSHIP OF THE PARTIES.....</b>	<b>23</b>
<b>10. RESTRICTIVE COVENANTS.....</b>	<b>24</b>
<b>11. FEES; METHOD OF PAYMENT .....</b>	<b>28</b>
<b>12. SALES QUOTAS .....</b>	<b>30</b>
<b>13. TERM; RENEWAL.....</b>	<b>32</b>
<b>14. SALE OF FRANCHISE .....</b>	<b>33</b>
<b>15. TERMINATION BY COMPANY.....</b>	<b>36</b>
<b>16. OBLIGATIONS OF FRANCHISEE UPON TERMINATION.....</b>	<b>41</b>
<b>17. NOTICES.....</b>	<b>42</b>
<b>18. DISPUTE RESOLUTION.....</b>	<b>43</b>
<b>19. MISCELLANEOUS .....</b>	<b>45</b>
Exhibit A	Trademark and Service Mark
Exhibit B-1	Personal Guaranty
Exhibit B-2	Authorization to Initiate Debit Entries for Franchise Service Fees
Exhibit C	Collateral Assignment of Lease
Exhibit D	Franchisee Ownership and Management Information
Exhibit E	Site Selection Addendum
Exhibit F	Territory Map
Exhibit G	Certified Home Health Addendum
Exhibit H	Hospice Addendum
Exhibit I	Pre-Closing Acknowledgment

## **INTERIM HEALTHCARE® FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (the “Agreement”), made and entered into this day by and between INTERIM HEALTHCARE INC., a Florida corporation (hereinafter referred to as “Company,” “Franchisor,” “Interim” or “We”) and the franchisee identified in the Data Sheet

attached to this Agreement (hereinafter referred to as “Franchisee” or “You”).

### **W I T N E S S E T H:**

WHEREAS, Interim is the owner of certain plans, procedures and methods for recruiting and supplying personnel to provide home health care and to provide permanent placement, temporary and staffing services to other health care providers and facilities, and owns certain trademarks, service marks, trade names and the goodwill attached thereto; and

WHEREAS, Franchisee desires to acquire from Interim a franchise to operate a business in accordance therewith, to use certain trademarks, service marks and trade names owned by Interim, and to utilize Interim’s goodwill in connection therewith;

NOW THEREFORE, in consideration of the execution of this Agreement and of the covenants and conditions herein contained, it is mutually agreed and understood as follows:

## **1. GRANT OF FRANCHISE**

Interim hereby grants, and you hereby accept, for the period, within the area hereinafter described, and upon the terms, conditions and limitations hereinafter set forth, the right and license:

- (a) The right to establish and operate one Interim Healthcare Franchise Business in the territory described in the Datasheet attached to this Agreement (the “Franchise” or “Territory”);
- (b) Utilizing the plans and procedures of Interim (“System”), all of which may be improved, further developed or modified by us from time-to-time, in the operation of an Interim Healthcare franchise;
- (c) To utilize the trade name “INTERIM HEALTHCARE” and the service mark of Company associated with such trade name, a representation of which is affixed hereto as Exhibit A-1, and such other trademarks, service marks, trade names and logos as Company may designate in writing from time-to-time; and
- (d) To operate an Interim Healthcare franchise for the sole purpose of providing one or more of the following service lines in the Territory:
  - (i) Supplemental Medical Staffing: the temporary services of personnel such as registered nurses, licensed practical nurses, medical social workers, aides, companions and physical, occupational and speech therapists to provide health care services to other health care providers and facilities;
  - (ii) Personalized Care at Home: the temporary services of personnel

such as registered nurses, licensed practical nurses, medical social workers, aides, companions and physical, occupational and speech therapists to provide health care services directly to individuals in their homes, specifically excluding services under this Section (e) and (f) (Supplemental Medical Staffing and Personalized Care at Home services are sometimes hereinafter collectively referred to as the “Primary Services”);

- (iii) Homecare related Equipment and Supplies: pharmaceuticals, home medical equipment, supplies and similar health care related products to individuals receiving health care services from Franchisee;
- (iv) Permanent Placement Services: health care management and support occupations, nurses, therapists, companions, aides and other health care related occupations to other health care providers or facilities;
- (v) Certified Home Healthcare Services: if you enter into the addendum attached as Exhibit G (the “Certified Home Health Addendum”) to this Agreement, you are also authorized to operate a skilled home health care agency licensed by the state and certified by the Centers for Medicare and Medicaid Services (“Certified Home Healthcare Services”);
- (vi) Certified Hospice Services: if you enter into the addendum attached as Exhibit G to this Agreement (the “Hospice Addendum”), you are also authorized to provide end of life care and support services directly to eligible patients and their families in their place of residence, utilizing primarily licensed personnel such as physicians, registered nurses, licensed practical nurses and medical social workers; and other personnel such as bereavement, spiritual care and dietary counselors, volunteer coordinators, aides and companions (“Certified Hospice Services”).

You shall provide only those goods or services specifically described above, and you acknowledge and agree that you are not authorized to offer, sell or provide: (i) Certified Home Health Services unless you enter into the Certified Home Health Addendum; or (ii) Certified Hospice Services unless you enter into the Hospice Addendum. You may not provide any other services including, but not limited to, the services of physicians, chiropractors, podiatrists, dentists and doctors of osteopathy, without Interim’s prior written consent.

You acknowledge that due to differences in market conditions, demographics, business and financial circumstances and other factors applicable to Interim’s various franchisees and franchise markets, maintaining complete uniformity among its Interim Healthcare franchisees may not be possible or

practical. Accordingly, you expressly acknowledge our right, at any time and in our sole discretion, to authorize variations in Interim's plans and procedures for one or more of its Interim Healthcare franchisees. If we elect to authorize any variation to one or more of its Interim Healthcare franchisees, you are not entitled to require us to grant the same or a similar variation to you.

## **2. AUTHORIZED AREA/TERRITORY**

2.1 The attached Data Sheet describes the geographic boundary and limits of your territory, which may be listed as designated zip codes, counties, city limits or other municipal description (the "Territory" or "Authorized Area"). This Agreement authorizes you to provide the services expressly authorized under this Agreement within the boundaries of your Territory and it is your responsibility to observe the Territory limits. A map of your Territory is attached as Exhibit F. Provided that you are in substantial compliance with your obligations under this Agreement, and except as otherwise expressly set forth in this Agreement, including in Sections 2.2 and 2.3 below, during the Term, we will not operate, or grant a franchise or license to a third party to operate an Interim franchised business offering the services you are expressly authorized to offer under this Agreement within the Territory.

You must have a physical office located within the Territory, as described in Section 8.1, unless Interim designates otherwise in writing. Interim may, in its discretion, grant you the option of using the office location for the purpose of servicing a subsequent, adjacent and contiguous territory subject to a separate Franchise Agreement between you (or your affiliate) and Interim, provided you remain in substantial compliance with this Agreement and such other Franchise Agreement. You must secure Interim's prior written consent and you must comply with the standards, procedures and specifications, as Interim may specify, in connection with: (i) the use of the office location to provide any services outside your Territory; and (ii) the use of an office location owned by you or one of your affiliates that is located outside of your Territory to provide the services you are authorized to provide under this Agreement in the Territory.

If for any reason the boundaries of the Authorized Area are relocated, revised, or eliminated during the term of this Agreement, Interim shall redefine the Authorized Area to correspond as nearly as possible, in Interim's sole and absolute discretion, as reasonably applied, to the original Authorized Area, and our redefinition of the Authorized Area shall be final and binding upon Franchisee.

You expressly acknowledge and accept that Interim has the express right to grant franchises, and you are not granted any right of first refusal to the acquisition of any additional territory.

### **2.1 Operation of Franchise Limited to Territory**

2.1.1 Referral sources are not exclusive, and you may call on referral sources outside your Territory with prior notification in writing to the franchisee that owns the territory in which you will be marketing. All clients serviced must be in your Territory and cannot be clients with service addresses, or services performed, in another territory of any other Interim franchisee or licensee. In order to be granted the right to solicit or service clients in areas adjacent to your Territory but outside the boundaries of your Territory, you must meet the following conditions:

- a. The area in which you wish to provide service to clients is not included

in another franchisee's territory or in a territory currently served by an Interim-owned location (either directly or through an affiliate of Interim).

b. On a monthly basis, at least seventy-five percent (75%) of your total gross monthly sales is from business within your Territory.

c. You may not explicitly direct any advertising to clients outside the Territory.

d. If any portion of the area that is outside of your Territory in which you are providing services is licensed to another franchisee or licensee (the "Third Party Territory"), you may, in our sole discretion, retain the existing clients being served in the Third Party Territory for no more than ninety (90) days from the date you are notified that the territory has been licensed to another franchisee or affiliate of Interim. After the expiration of this ninety (90) day period, you must immediately cease offering or providing any services to any customer in the Third-Party Territory. If you continue to provide any services in the Third Party Territory after the expiration of this ninety (90) day period (the "Unauthorized Services"), we may, in addition to any other rights and/or remedies available to us under this Agreement and/or applicable law, require you to pay up to 100% of the gross revenues derived in connection with the provision of Unauthorized Services to the franchisee or licensee that has been licensed the right to service the Third Party Territory.

2.1.2 In addition to our rights under 2.1.1 (d) above, because our willingness to grant you the right to solicit or service clients outside the Territory is expressly conditioned on your compliance with clauses (a) through (d) above, we will enforce clause (b) above in the following manner: If (i) your sales from business outside your Territory exceed 25% of your total monthly total sales, (ii) you are otherwise in compliance with this Agreement, and (iii) you meet the criteria for expansion (i.e., for the acquisition of an additional franchise), we will ask you to acquire an additional franchise for an adjacent territory that will encompass the clients you are servicing outside the Authorized Area. However, if you do not meet the criteria for expansion or, despite satisfying such criteria, you choose not to acquire an additional franchise for the adjacent territory within the timeframe we specify, you will be in default under this Agreement for violating clause (b) above. Upon such a default, you will have 90 days from the date of our Notice of Default to you to grow the business within your Territory so that the percentage of your total monthly sales from business outside your Authorized Area no longer exceeds 25% of your total monthly sales. If you choose not to acquire the Territory or if your sales from outside the Territory exceed 25% after the 90-day period described in this Section has expired, you must immediately cease providing services outside the Authorized Area. If you continue to provide services outside the Area after the expiration of the 90-day period, we may, in addition to any other rights and remedies available to us under this Agreement and applicable law, terminate this Agreement. You acknowledge and agree that nothing in this Agreement restricts our right to enter into any franchise or other agreement with any other person or entity licensing such person or entity the right to offer, sell and provide any services outside the Authorized Area at any time.



## 2.2 Our Reserved Rights

2.2.1 You hereby acknowledge and agree that you are not authorized to, and nothing in this Agreement grants you the right to: (i) offer, sell or provide any product or service via e-commerce; (ii) establish an independent website or to establish a URL incorporating the Licensed Marks or any variation thereof; or (iii) distribute, market, or implement our products and services in any channel of distribution or other manner not specifically identified in this Agreement.

2.2.2 You further acknowledge and agree that we and our affiliates retain all rights that are not expressly granted to you under this Agreement. Without limiting this broad restriction, we (and our affiliates) reserve the right to conduct the following activities under this Agreement:

- a. Establish and/or license others to establish franchised and/or company-owned locations at any location outside the Authorized Area;
- b. Market, offer and sell, and/or license others the right to market, offer and sell competitive or identical goods and/or services under the Marks or any other marks through alternative channels of distribution;
- c. Develop and offer a platform for the offer and provision of products and/or services virtually, even if the customers are located in the Authorized Area;
- d. Market, offer and sell products and services that are similar to the products and services offered by the Franchise Business under a different trademark or trademarks at any location within or outside the Authorized Area;
- e. Permit other franchisees or licensees the right to provide services in your Authorized Area if you: (i) fail to obtain and maintain the licenses, permits and/or accreditations you are required to have in order to provide services to clients within your Authorized Area; and/or (ii) elect or choose not to provide any particular line of services to clients in your Authorized Area; and/or
- f. Permit and license other franchisees or licensees the right to continue providing services to clients located in the Authorized Area if such franchisee or licensee was providing services to such clients before the Effective Date of this Agreement.

## 3. **PROPRIETARY INFORMATION**

3.1 Ownership of the Interim Franchise System. You acknowledge that Interim is the owner of all proprietary rights in and to Interim's plans and procedures made available to you pursuant to this Agreement, together with the goodwill now and hereafter attached thereto, that the manuals, bulletins, client/customer lists, material and information now or hereafter developed by you and/or Interim or provided or revealed to you pursuant to this Agreement have been unavailable to you and constitute trade secrets owned by Interim and revealed in confidence hereunder, and that no right is given or acquired to use or duplicate any of the aforementioned rights or information elsewhere than in the

Authorized Area, and only pursuant to the terms of this Agreement.

3.2 Any and all ideas, processes, systems, procedures, client/customer lists, methods, reports, programs, manuals, improvements, enhancements, or modifications thereto, developed, prepared, conceived, made or suggested by you or your owners or employees in connection with the operation of the Franchise Business, including all such developments that are originated or conceived during the term of this Agreement but completed or reduced to practice thereafter, will be and remain the exclusive property of Interim.

#### **4. USE OF TRADE NAMES AND SERVICE MARKS**

4.1. Franchisor Rights in the Marks. Nothing herein contained shall be construed to vest in you any right, title or interest in and to any trade name, trademark or service mark, or any variation, derivation or registration thereof which is now or may be hereafter developed, acquired or granted hereunder, including, but not limited to, the service mark affixed hereto and specifically described in Section 1(b), together with the goodwill now or hereafter attached thereto, other than to use the same pursuant to the terms and conditions of this Agreement. You expressly recognize that you may not file in your own name any federal, state or local applications for registration of any such names or marks. You shall not use any copyrighted materials, trademarks, service marks or other commercial symbols owned by Interim, in advertising, or for any other purpose, without including therewith appropriate copyright and/or trademark registration notices which may be required by applicable laws or as directed by us from time to time.

4.2. Franchisor may Substitute Marks. Anything contained in this Agreement to the contrary notwithstanding, you acknowledge and agree that Interim may substitute other trademarks, service marks or trade names for those authorized herein or elsewhere by us, or discontinue the use of any trademark, service mark or trade name, without incurring any obligation or liability to you, provided that such substitution or discontinuance is applied on a uniform and consistent basis with respect to all Interim Healthcare franchise agreements, and we notify you in writing of such substitution or discontinuance, and provides a conversion period with respect to such substitution or discontinuance of not less than 60 days. You will be responsible for any cost of substitution.

4.3 Franchisor Right to Establish similar businesses. You acknowledge that Interim has the right to establish on its own account, or to license or otherwise authorize one or more other parties to establish, a business which (i) is similar to the Franchise Business, (ii) utilizes the trade name which you are authorized to utilize pursuant to Section 1(b) above, or a similar trade name, and (iii) operates within the state(s) identified in the Data Sheet attached to this Agreement in an area other than the Authorized Area. You agree to immediately upon our written demand, execute or cause to be executed, such instruments as may be required by any court or public authority in such state, consenting to the use of the name INTERIM HEALTHCARE (or such other name or names as shall have been authorized by Interim) in connection with the operation of such other or further businesses or franchises as corporations or otherwise. If you fail or refuse to comply with such demand immediately upon the receipt thereof shall thereupon vest in Interim, through its designated officers, full power and authority in the name of and on your behalf as your Attorney-in-Fact as fully as you might do yourself, to execute or cause to be executed any of the foregoing instruments required by any such public authority or court.

4.4 Selection of the Doing Business As (“DBA”) designation. To the extent allowable by local law, you will operate the Franchise Business under the trade name INTERIM HEALTHCARE as a d/b/a (“doing business as”), for the purpose of conforming to the generally used and accepted naming of Interim Healthcare franchisees located in other areas. You are prohibited from use of the trade name “INTERIM” as part of any corporate entity name and shall not form or register any entity having the word “INTERIM” in the name, with any federal, state or local governmental Franchise Business, including but not limited to any secretary of state’s office. You acknowledge and agree that any use of the trade name and mark “INTERIM,” and the goodwill associated therewith, shall inure to the benefit of the Interim. You agree that Interim has the sole right to assign and assign the DBA. You may recommend a DBA, however, you acknowledge and agree that Interim must first be approved in writing by Interim. You acknowledge that Interim will not guarantee that a specific DBA is available or will be assigned or approved.

4.5 Internet, Web and Electronic Mail Services. We will maintain an internet presence for the purpose of promoting the services authorized by this Agreement and providing additional information to potential and existing clients and employees of its Interim Healthcare franchisees. You are entitled to include Interim’s internet address on advertising and promotional items such as business cards, brochures, letterhead, etc. You shall not establish an internet website or social media page utilizing any trade name or service mark owned or licensed by Interim, including the service mark affixed hereto as Exhibit A, or any variation or derivation of any such trade name or service mark, for any purpose, and shall not otherwise establish an internet website or social media presence for use in connection with the Franchise Business without the prior written consent of Interim.

4.5.1 “Web Site” means any part of the Internet (including social media) used by the public, and any successor technology, whether now existing or developed after the date of this Agreement that enables the public to purchase services or goods by means of electronic commerce. We may establish a website that provides information about the System and our products and services. We may use part of the monies from the National Marketing Fund to pay or reimburse the costs associated with developing, maintaining and updating such website(s). We will be the web master, either directly or through a third party, and have the right to control such website(s).

4.5.2 We may design and provide you with a web page for the promotion of your Franchise Business on our website. We will be the web master, either directly or through a third party, and have sole control over such web page(s). You must review and execute, subject to our approval, requested changes to your web page. You may not maintain an individual website related to the Franchise Business or establish an URL incorporating any variation of the “Interim Healthcare” name or the Licensed Marks, without our prior written approval. You may not violate our privacy policies posted on the website. We may use part of the monies from the Funds we collect under this Agreement to pay or reimburse the costs associated with developing, maintaining, and updating the website. You also must participate in any System-wide intranet system or extranet we implement.

4.5.3 We are the lawful, rightful, and sole owner of the Internet domain names [www.interimhealthcare.com](http://www.interimhealthcare.com); [www.interim.com](http://www.interim.com), and any other Internet domain names we register. You unconditionally disclaim any ownership interest in those or any similar Internet domain name. You may not register any Internet domain name in any class or category that

contains words used in or similar to any brand name owned by us or our affiliates, the names or likeness of any Interim Healthcare executive or employee, or any abbreviation, acronym, phonetic variation, or visual variation of those words.

4.5.4 You must use the approved Interim Healthcare email address assigned to your Franchise Business.

## **5. FRANCHISEE ORGANIZATION AND OWNERSHIP**

5.1 Whenever the term “Franchisee” or “You” appears herein, it shall be taken to mean and include you and any assignee of your assignees. Each and every covenant herein contained that binds you always binds any subsequent assignee at all times.

5.2 If you are an entity, you must furnish us with a certified copy of your Certificate of Incorporation or Certificate of Organization together with a complete list of all owners and percentage ownership held by each owner. You must furnish the same information immediately with respect to any new owners, including a certified copy of any amendments to your Certificate of Incorporation or Certificate of Organization. You may not amend your entity name to include the word “INTERIM” or any other trade name owned or utilized by Interim, without our prior written consent. If you are an individual(s), you shall, as soon as is reasonably practicable, assign this Agreement to a franchisee entity (i.e., corporation, limited liability company or such other entity as has been approved by Company in advance and in writing) by entering into our designated form of Assignment and Assumption Agreement (which may include a general release of claims), and each of the terms and conditions set forth in this Agreement will apply to such entity immediately upon the completion of such assignment and execution of the Assignment and Assumption Agreement.

5.3 Majority Shareholder. If you are an entity, you represent that the majority owner designated on the Data Sheet attached to this Agreement (hereinafter referred to as “Majority Shareholder”) owns a majority of the issued and outstanding shares or other ownership interests of Franchisee, and there shall be no sale, purchase, transfer, assignment, issuance or redemption of any shares in Franchisee which would result in Majority Shareholder owning less than a majority of the issued and outstanding shares of Franchisee, without Interim’s prior written consent. If you are an individual(s), then immediately upon the assignment of this Agreement to a franchisee entity, you must designate a Majority Shareholder that owns a majority of the issued and outstanding shares of Franchisee.

5.4. Transfer by You. You understand and acknowledge that the rights and duties this Agreement creates are personal to you and that we have granted you the right to operate the Franchise Business in reliance on many factors, including, without limitation, the individual or collective character, skill, aptitude and business and financial capacity of you and your owners. Accordingly, neither you nor any person owning any direct or indirect equity interest in you, may, without our prior written consent, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in this Agreement or the Franchise Business or any portion or aspect thereof, or any equity or voting interest in you (any such act or event is referred to as a “Transfer”). Any such purported Transfer occurring by operation of law or otherwise, including

any assignment by a trustee in bankruptcy, without our prior written consent will be a material default of this Agreement.

**5.5 Representations re Ownership.** You represent that as of the execution of this Agreement your equity and voting control is owned as shown in Exhibit D. If you or any approved successor is a partnership, limited liability company, or privately-held corporation, you will submit to Interim prior to any proposed Transfer of an equity or voting interest, and at any other time upon request, a list of all owners reflecting their respective present and/or proposed direct or indirect interests in you in such form as we may require.

**5.6** This Agreement shall not be assigned or Transferred, except as provided for herein, without the prior written consent of Company.

**5.7 Disclosure of Ownership Interests.** You and each of your owners represent, warrant, and agree that Exhibit D is current, complete, and accurate. You agree to update Exhibit D as necessary (and as allowed by this Agreement) to ensure it is always current, complete, and accurate. Each owner must be an individual acting in his or her individual capacity unless we waive this requirement.

**5.8 Organizational Documents.** If you are, or at any time become, a business corporation, partnership, limited liability company, or other legal entity, you and each of your owners represent, warrant, and agree that: (a) you are duly organized and validly exist under the laws of the state of your organization or formation; (b) you have the authority to execute and deliver this Agreement and all related agreements and to perform your obligations under all such agreements; (c) the articles of incorporation, partnership agreement, or other organizational documents recite that the issuance, transfer, or pledge of any direct or indirect legal or beneficial ownership interest in you is restricted by this Agreement; and (d) all certificates representing direct or indirect legal or beneficial ownership interests in you will bear a legend in conformity with applicable law reciting or referring to such restrictions.

**5.9 Personal Guarantee Covenants and Assumption of Obligations.** Each owner (regardless of the owner's percentage ownership interest in you) must sign and irrevocably be bound by the Personal Guarantee included as Exhibit B.

## **6. MAJORITY SHAREHOLDER; MANAGER**

At all times during the term of this Agreement, Majority Shareholder shall be engaged in the operation of the Franchise Business on a full-time basis, unless otherwise consented to in writing by us. In the event that Interim consents in writing to Majority Shareholder not being engaged full time in the operation of the Franchise Business, you shall hire a full-time Manager, who shall be empowered with the responsibility and decision making authority with regard to the day-to-day operation of the Franchise Business, and you acknowledge and agree that Interim shall be entitled to rely upon the Manager for such purposes. Any Manager that you hire must complete the Interim Healthcare training program to our reasonable satisfaction, and must execute an agreement, in a form acceptable to us, under which he or she agrees to be bound by the terms and conditions contained in Section 10 below, and a copy of such agreement shall be immediately furnished to us. In the event the Manager

ceases to be engaged full-time in the operation of the Franchise Business for any reason, you must hire a replacement Manager within ninety (90) days. You must notify us of any Manager change within fifteen (15) days or such change, including hire, demotion, significant alteration in or termination of role.

## **7. COMPANY'S OBLIGATIONS**

7.1 Services. Interim agrees to furnish or provide the following services or assistance in the operation of this franchise.

7.1.1 Before your Opening Date, we will give you the following assistance:

- a. Access to the Operations Manual via our intranet (or such other method as we designate).
- b. Review the proposed lease for Franchise Business Premises to determine that it meets our standards for notice of assignment to us and other requirements included in the Operations Manual.
- c. Help you order business cards, brochures, and initial recruiting and marketing materials as listed in the Operations Manual.
- d. Goal setting and business planning.
- e. Scheduled training sessions for new owners held at our headquarters and organized into content that is specific to Getting your business started, Operations, Sales, and Clinical. Topics include understanding the basics of the business, leadership training, sales training, financial training, clinical training, and other key topics. The in-class training is supplemented by e-learning through the Interim on-line training system. We reserve the right to substitute one or more days at our headquarters using e-learning.
- f. If the Franchise Business operated under this Agreement is your first Franchise Business and is not acquired through a transfer, you (or, if you are an Entity, your owners and/or other required personnel) must participate in, and comply with all of the requirements of, the "Interim" Program.

7.1.2 Ongoing Assistance. After you open the Franchise Business, we will provide the following services to the extent we deem appropriate or necessary in our sole discretion:

- a. Keep you informed with respect to new developments and procedures in the operation of this franchise;
- b. Assist in the development and preparation of sales and promotional campaigns and materials;
- c. Analyze periodically the sales program, promotional efforts, financial status, business operations and other aspects of the Franchise Business, all

of which shall be based on data submitted by Franchisee, and make suggestions based on such analysis;

d. Counsel and assist you in the administration of its insurance program and claims, and the handling of its payroll taxes and unemployment claims, based upon information submitted by Franchisee;

e. We may, in our sole discretion, hold an annual conference, at a location to be selected by us. You or at least one owner or qualified Manager must attend the conference and pay Interim's then-current registration fee. All expenses, including transportation to and from the conference, and lodging, meals, and salaries during the event, are your sole responsibility.

f. Regular consultation and advice in response to your inquiries about specific administrative and operating issues. We may decide how best to communicate such consultation and advice to you, whether by telephone, in writing, electronically or in person. The method we choose may be different from the methods we use for other franchisees.

g. Make goods and services available to you either directly or through approved suppliers.

7.2 No Third-Party Liability. Interim shall not, as the result of any approvals, consents, advice or services provided to Franchisee pursuant to this Agreement or otherwise, assume any responsibility or liability to which we would not otherwise be subject, to you or to any third party.

7.3 National Marketing Fund. Interim has established a brand development fund designed to promote the system, Marks, and brand generally (the "Fund"). You must contribute one percent (1%) of sales to the Fund. All payments you make to the Fund are non-refundable upon payment. We will account separately for all sums paid to the Fund, which will be maintained and administered by the us, or our designee as follows:

7.3.1 We will use the Fund and all contributions to it and any earnings on it, for preparing, directing, conducting, placing, and administering advertising, marketing, public relations, and/or promotional programs and materials, and any other activities, that Interim believes would enhance the brand generally and/or the image of the system, Marks, and Services.

7.3.2 Interim will allocate monies across programs that benefit the Interim Healthcare Franchise network generally. You specifically acknowledge and agree that advertising funds locally, regionally, or nationally may vary from time to time and Interim is not obligated to expend any contributions to the Fund in your Territory or for your direct benefit.

7.3.3 The Fund may be used to meet all costs of: maintaining, administering, directing, and preparing advertising, including any and all digital marketing/advertising content, as well as employing technology designed to enhance the system or that is otherwise associated with training tools designed to assist franchise owners. This includes, among other things, direct mail advertising, marketing surveys and other public relations activities, developing and maintaining

Interim's Website, employing advertising and public relations agencies, purchasing promotional items, providing other marketing materials and services to the businesses operating under the system, and any other activities that Interim determines are appropriate to develop the brand and/or system. These costs may include the proportionate salary share of Interim employees that devote time and render services for advertising and promotion or the administration of the Fund, including administrative costs, salaries, and overhead expenses related to administering the Fund and its programs. No part of the Fund shall be used by us to defray any of its general operating expenses, other than those we allocate to the advertising described in this Section or other activities reasonably related to the administration or direction of the Fund.

7.3.4 Interim shall administratively segregate all contributions to the Fund on its books and records. All such payments to the Fund may be deposited in Interim's general operating account, may be comingled with our general operating funds, and may be deemed an Interim asset, subject to our obligation to expend the monies in the Fund in accordance with the terms hereof. We may, in our sole discretion, elect to accumulate monies in the Fund for such periods of time, as we deem necessary or appropriate, with no obligation to expend all monies received in any fiscal year during that fiscal year. In the event Interim's expenditures for the Fund in any one fiscal year shall exceed the total amount contributed to the Fund during such fiscal year, Interim shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the Fund or to use such excess as a credit against its future contributions. The parties do not intend that the Fund be deemed a trust.

7.3.5 Interim shall, on an annual basis, account for the operation of the Fund and prepare an unaudited financial statement evidencing such accounting on an annual basis (each an "Annual Fund Statement"). If you wish to receive a copy of the Annual Fund Statement for the most recently completed fiscal year, you must submit a written request to us for a copy of such Annual Fund Statement no later than one hundred and twenty (120) days after the fiscal year end. If you do not provide such written request within this time period, you will not be entitled to receive a copy of the Annual Fund Statement for the prior fiscal year. Interim will not be required to provide an audit with respect to the Fund, and we may dissolve the Fund at any time after it is established.

7.4. We have the right to supplement, improve or otherwise modify the Interim System from time to time, and you agree to comply with all changes which may include, without limitation, the offer and sale of new or different products or services as we may specify and the acceptance of new sources of reimbursement as we may specify. You must offer and sell all products and services we require in the Interim System and may not offer or sell any unauthorized products or services. You acknowledge and agree that you may incur increased costs and expenses in connection with complying with any such changes.

## **8. FRANCHISEE'S OBLIGATIONS**

8.1 Franchise Office Requirements. You agree to establish and continuously maintain at your expense an office properly identified as an INTERIM HEALTHCARE office, and to operate only the Franchise Business from that office.

8.1.1. You must obtain Interim's prior written consent before obtaining the office to ensure



such office meets the Company's standards and specifications.

8.1.2 The office must be located within the Authorized Area and, unless otherwise consented to in writing by us, you may solicit customers and provide the services authorized by this Agreement only at locations within the Authorized Area.

8.1.3 The office shall be located in a suitable commercial/business office setting, and office hours shall be consistent with local practices concerning business hours and holidays, provided that your services shall always be available on a 24 hours per day, seven (7) days per week basis.

8.1.4 The lease for the office space must specifically provide that it will be assignable to Interim upon termination of the Franchise Agreement for any reason.

8.1.5 Any signs or advertising on or about your office shall conform to such uniform specifications as may be developed by Interim for application to all of its Interim Healthcare franchisees, and you shall not display or permit the display of, on or within the portion of the office within its control, any business name or service not authorized hereunder.

8.1.6 Unless otherwise consented to in writing by Interim, the office shall be open and business shall commence on or before the earlier of the opening date identified on the Data Sheet attached to this Agreement, or thirty (30) days following completion by Majority Shareholder, to our satisfaction, of Interim's initial training program.

8.1.7 You acknowledge and agree that this grant of franchise relates solely to the operation of the Franchise Business from the premises identified on the Datasheet to this Agreement (the "Premises"). If we have not approved a location for you to operate your Franchise Business as of the date you sign this Agreement, the parties will enter into the Site Selection Addendum attached as Exhibit E. to this Agreement, the terms of which will govern the parties' site selection obligations.

8.1.8 Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population of trade area, licensing requirements, existing business practices, or any other conditions we deem important to the successful operation of your business. You have no recourse against us on account of any variation from standard specifications and practices granted to any other franchisee and are not entitled to require us to grant you a like or similar variation.

8.2 Employees and Contractors. You acknowledge and agree that all services provided by the Franchise Business under this Agreement shall be provided by your employees, and you shall be solely responsible for all decisions regarding hiring, training, placement, supervision, counseling, discipline and termination of such employees, and for the quality of the services provided by such employees. Interim may grant an exception to this requirement upon prior written consent. Where Interim has approved the use of contracted employees, you agree to ensure that they meet applicable federal, state, and local regulations applicable to your Franchise Business.

8.3 Independently Owned and Operated. During the term of this Agreement, you must hold yourself out to suppliers, lessors, government entities, employees, clients, and others as being an independent contractor operating the Franchise Business as a franchisee of Interim.

8.3.1. You agree to conspicuously display a sign at each office premises from which the Franchise Business is operated, which sign shall state that “THIS INTERIM HEALTHCARE OFFICE IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISED BUSINESS,” and all web sites, signs, business cards, stationery, forms, invoices, leases, advertising materials and other documents utilized in connection with the Franchise Business shall clearly identify the Franchise Business as being “independently owned and operated.”

8.4 Promotion of the Business. You agree that you will, in good faith, develop, maintain, and promote the business and public image of Interim and any trademarks, trade names and service marks, the use of which are granted to you by us pursuant to this Agreement or any other agreement between Interim and you. You shall continuously and prominently display said trademarks, trade names and service marks in connection with all aspects of the Franchise Business and will neither perform nor fail to perform any act, the result of which might detract from the uniform public image of Interim’s business or its trademarks, trade names and service marks.

8.5 Use of Interim Healthcare System. You must conduct the Franchise Business in accordance with, and adhere to, all of Interim’s written operational policies, procedures and quality standards, and all applicable laws, statutes, rules, and regulations. Without limiting the generality of the foregoing, you must comply with Interim’s Operations manuals, Brand Standards manuals and all other manuals provided by Company which may be in effect from time-to-time, and with the Social Security Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Equal Pay Act, the Americans with Disabilities Act, the Fair Labor Standards Act and the Immigration Reform and Control Act, as such laws now exist or are hereafter amended, in the operation of the Franchise Business.

8.6 Maintenance of Licenses and Permits. As permitted by law, you must obtain, and maintain throughout the term of this Agreement, all licenses, permits and similar authorizations which are necessary or appropriate to the operation of the Franchise Business. In the event that you are required or permitted by law to secure an employment Franchise Business license, Certificate of Need, home health Franchise Business license or other form of occupational business license or certificate, the conditions of such license or certificate, to the extent permitted by law, shall provide that the license or certificate, or the rights thereto, shall be assignable to Interim upon termination of this Agreement, and you agree to assign any such license or certificate, or the rights thereto, to Interim or our nominee upon termination of this Agreement.

8.7 Use of Interim Forms and Advertising. You agree to use the standard operating forms designed by Interim, together with such additional or other operating forms as may be required by law or determined by Interim to be necessary for the operation of the Franchise Business. You shall have the option of purchasing operating forms and advertising from us (if available) or from other sources of your choosing, provided that any such forms or advertising not purchased from Interim shall conform in all respects to the design and specifications of Interim. You agree to pay Interim’s invoices for forms, advertising and other supplies purchased from Interim no later than

the tenth day of the month following the date of such invoices.

8.8 Insurance Requirements. You agree to purchase from financially responsible insurance companies and to continuously maintain throughout the Term the initial minimum insurance coverages listed below and agree to furnish Interim with a Certificate of Insurance and/or a copy of each policy, together with data on claims and losses under such policies. You agree to add Interim Healthcare as an additional insured to any of Franchisee's policies wherever possible.

- (a) WORKER'S COMPENSATION (including Employer's Liability): as required by law;
- (b) COMMERCIAL GENERAL LIABILITY: With minimum limits of \$1,000,000 combined single limit for Bodily Injury and Property Damage per occurrence and \$3,000,000 in the annual aggregate;
- (c) AUTOMOBILE LIABILITY (including non-owned and hired autos): With minimum limits of \$1,000,000 combined single limit for Bodily Injury and Property Damage per occurrence and \$1,000,000 in the annual aggregate;
- (d) UMBRELLA LIABILITY: Coverage of \$5,000,000;
- (e) BLANKET COMMERCIAL FIDELITY BOND: With minimum limits of \$50,000; and
- (f) PROFESSIONAL LIABILITY: Minimum limits of \$1,000,000 for Bodily Injury per occurrence and \$3,000,000 in the annual aggregate.

Nothing in this Agreement creates any obligation by Interim to provide any insurance coverage for you. You always retain the obligation to determine your needs with respect to any insurance coverage other than those specifically described above. We may add to, revise the minimum limits applicable to, or otherwise modify any of the insurance requirements set forth in this Section 8.8 at any time in our sole discretion and you agree to comply with such modified insurance requirements at the next regular renewal date, provided that (i) such modifications shall be applicable to all Interim Healthcare franchise agreements dated subsequent to January 1, 2009, and (ii) you will have ninety (90) days from receipt of our written notification to comply with such modified insurance requirements.

8.9 Local Advertising. For each Calendar Year during the term of this Agreement, you agree to spend on local advertising an amount not less than one percent (1%) of sales made during the previous Calendar Year. All advertising and promotional materials you used, including but not limited to, direct mail, newspaper, radio, television, internet, website, on-line listings and other web-based marketing, specialty items and other promotional materials, must be approved in writing and in advance by us. All advertising and promotional materials you use (including social media advertising) must be approved by Interim and must conform to the standards and requirements we set. Interim also reserves the right to establish a call center or other sales inquiry/sales generating service, and if Interim does so, you must participate in such a required call center or related service

and pay all fees imposed by Interim or a third party designated by us in connection therewith.

8.10 Vehicle Wrap Program. At all times during the term of this Agreement, you agree to participate, at your own expense, in Interim's Vehicle Wrap Marketing Program, as such Program may be modified or revised by us from time-to-time. Acknowledge having received and read a copy of Interim's Vehicle Wrap Marketing Program in effect as of the date of execution of this Agreement. You shall have three (3) months from the Effective Date of this Agreement to fully participate in the Vehicle Wrap Marketing Program. We may grant up to a 90-day extension to obtain the wrap upon written request and for good cause shown.

8.11 Sales and Financial Reporting. You agree to prepare and furnish Interim with the following reports of your operations on the designated dates or intervals on forms required by law or prescribed and furnished by Interim, as the case may be:

- (f) a complete weekly report containing payroll, sales and advertising information on a form specified by Company and applicable to all its franchisees, due on the Friday next succeeding the week for which such report is made;
- (g) quarterly financial statements in the format we specify, which shall include a complete balance sheet and profit and loss statement prepared according to generally accepted accounting principles applied on a consistent basis, due within 30 days after the end of each quarter;
- (h) true and correct copies of all federal, state and local payroll tax returns, including but not limited to returns with respect to FICA, income and unemployment taxes, and copies of Franchisee's federal income tax return (Form 1120 or 1120S), together with certification of payment of any taxes disclosed to be due on any of the said returns if Interim requests, all due within 30 days after the due date of each such return;
- (i) all Medicare and Medicaid cost reports (both as submitted by you and as finalized), all applicable notices of program reimbursement, periodic interim payment reports, audit adjustments and work papers, final resolutions of reimbursement disputes and all documentation regarding prospective payments;
- (j) copies of the survey results (including cover letter and deficiency statement) of any federal Medicare or state licensure survey (excluding financial audits), due within 30 days of the final day of the survey; and
- (k) such other clinical records and information as may be required by Company from time to time.

8.12 Maintenance of Records. You agree that you will at all times keep and record all sales of every nature, kind or description, in a financial reporting system established and kept according to generally accepted accounting principles applied on a consistent basis. You agree that Interim shall have at all reasonable times and during normal business hours, the right to inspect and copy all of

your books and records, including all books, records, information or data collected or maintained electronically by you.

You must, in a manner satisfactory to us, maintain original, full, and complete register records, accounts, books, data, licenses, contracts, and supplier invoices accurately reflecting all particulars relating to your business and such statistical and other information or records we require and keep all such information for not less than seven (7) years, even if this Agreement is no longer in effect.

8.12.1 We and our designated agents, including accountants and auditors, have the right to examine and audit such records, accounts, business and personal tax returns, books, and data (other than Franchise Business employee records, as you control exclusively your labor relations and employment practices) at all reasonable times at a place(s) we deem necessary, including, but not limited to, a place(s) where such records, accounts, books, and data are maintained by or for you to ensure you are complying with this Agreement's terms. We have the right to have an independent third-party audit your records, accounts, books, and data (other than Franchise Business employee records, as you control exclusively your labor relations and employment practices). If the independent third party's examination reveals that any financial information you reported and/or any amounts you paid us or our Affiliates are less than the amounts we calculate, you must immediately pay us the amount owing in accordance with the corrected report, plus interest as provided in this Agreement. If an independent third party finds a discrepancy in gross sales of 2% or more of the amount you should have reported, you must pay royalties on the amount you should have reported, plus interest charged at the highest allowable rate for the period of time the underpayment occurred and reimburse all our expenses connected with the examination. This may include reasonable accounting and legal fees and travel expenses. We also may exercise our other remedies under this Agreement.

8.12.2 Upon our request, you must prepare and send us signed reports and returns of gross sales, bank statements, quarterly unaudited financial statements, use and gross receipt taxes, and complete copies of any business and personal state or federal income tax returns covering the Franchise Business's operation and such other reports we may reasonably request in the format we require (other than Franchise Business employee records, as you control exclusively your labor relations and employment practices), all of which you must certify as true and correct.

8.13 Initial Training. Majority Shareholder (and any manager hired to operate the Franchise Business) must successfully complete Interim's initial training program prior to commencement of the Franchise Business. All expenses incurred by Majority Shareholder in connection with the initial training program shall be the sole responsibility of Franchisee.

8.13.1 In the event that we determine, in our sole discretion, that Majority Shareholder did not successfully complete the initial training program, we shall have the right to (i) require Majority Shareholder to attend such additional initial training as we direct, at your sole expense, until Majority Shareholder demonstrates a level of skill sufficient to establish the Franchise Business, or (ii) terminate this Agreement.

8.13.2 In the event that we elect to terminate this Agreement pursuant to this Section 8.13, you and the Shareholders (as defined in Section 10 below) shall comply with all post-termination obligations, including the non-disclosure and non-compete covenants contained in Section 10 of this Agreement.

8.13.3 Interim's determination that Majority Shareholder has demonstrated a level of skill sufficient to establish the Franchise Business shall not be construed as a guarantee of the success of the Franchise Business, since the degree of success attained by you will depend on the time and effort expended by you, general economic conditions, local competition, and other factors which are beyond Interim's control.

#### 8.14 Hiring and Supervision

8.14.1 You must hire and maintain a sufficient number of qualified, competent personnel to offer prompt, courteous, and efficient service to the public and otherwise operate the Franchise Business in compliance with the Interim System to preserve, maintain, and enhance the System's reputation and goodwill. Additionally, your Franchise Business must be under Majority Shareholder or an approved Manager's direct supervision.

8.14.2 If you cannot be present during business hours, you must always while the Franchise Business is open for business have a qualified Manager on duty who has successfully completed our training program and will be responsible for the Franchise Business's operations. If you operate more than one Franchise Business, you must have a properly trained Manager for each Franchise Business and a full-time salesperson for each Franchise Business. You must keep us informed at all times of the identity of any employee required to enter the confidentiality and non-competition covenants required under Section 8 of this Agreement.

You have sole responsibility and authority for your labor relations and employment practices, including, among other things, employee selection, promotion, termination, hours worked, rates of pay, benefits, work assigned, discipline, adjustments of grievances and complaints, and working conditions. Franchise Business employees are exclusively under your control at the Franchise Business. We will not, directly or indirectly, exercise or reserve control over employment and personnel matters and decisions involving your Franchise Business's employees. You must communicate clearly in your employment agreements, human resource manuals, written and electronic correspondence, paychecks, and other materials that you (and only you) are their employer and that we, as the Franchisor are not their employer or joint employer and do not engage in any employer-type activities (including those described above) for which only franchisees are responsible. You are solely responsible and liable for understanding and following wage and hour laws as well as all other state, local, and federal laws applicable to the Franchise Business's operation. You must obtain an acknowledgment (in the form we specify or approve) from all Franchise Business employees that you (and not we or our affiliates) are their employer.

8.15 Approved Software Systems. Throughout the term of this Agreement, you agree that you must use one or more software system(s) which have been designated as approved by Interim (an "Approved Software System"), which may include, without limitation, designated Electronic

Medical Records (“EMR”) systems, Applicant Management Systems and Learning Management Systems in connection with the operation of the Franchise Business. Use of any Approved Software System, is subject to the following conditions:

8.15.1 Interim shall maintain a list of Approved Software Systems, and it may add software systems to, or remove software systems from, its list of Approved Software Systems at any time in Interim’s sole discretion. An Approved Software System may be a software system developed and/or owned by Interim, by any of its subsidiaries or affiliates, or by an unrelated third party. Interim shall notify you in writing of any changes to its list of Approved Software Systems. If an Approved Software System you are using is removed from Interim’s list of Approved Software Systems, you shall have 180 days from your receipt of written notice of such removal in which to convert to a different Approved Software System at your sole cost and expense.

8.15.2 Interim makes no representation whatsoever regarding how many, if any, software systems shall be designated as approved by Company at any given time. Although we do not anticipate a time when there is no Approved Software System, in the event there are no software systems designated as approved by Interim, you may utilize the software system of your choice until such time as Interim has notified you in writing that Interim has designated an Approved Software System. You shall have 180 days following your receipt of such notice in which to convert to an Approved Software System.

8.15.3 You are solely responsible for all user or other fees incurred in connection with your use of an Approved Software System, and for purchasing or licensing any third-party software, programs, content, documentation, equipment, hardware, or other products that are determined by us as being necessary or desirable for the use and operation of an Approved Software System. Upon our request, you shall promptly install, update, or replace any software or equipment related to an Approved Software System, including any modifications and/or improvements thereto, at your sole cost and expense.

8.15.4 In the event that one or more function(s) that are reasonably required in connection with the operation of the Franchise Business are not supported by an Approved Software System, you may, with the prior written consent of Interim, utilize other commercially available software to support such function(s), in conjunction with the Approved Software System. We are under no obligation to grant such a request.

8.15.5 Your use of an Approved Software System is strictly limited to supporting the Franchise Business, and you may not use any other software system to support the Franchise Business. You shall not use an Approved Software System for any other business or personal use. Interim has the unrestricted right to independently access all information collected or compiled by, or in accordance with your use of, any Approved Software System.

8.16 Learning Management System. You must acquire from the vendor we designate or approve (paying the applicable fees), and use in operating the Franchise Business, the Learning Management System we designate, which provides training, information, recommendations, and

support on, among other things, federal, state, and local licensing requirements, onboarding, continuing education, disease control, and related compliance.

8.17 Customer Relationship Management System. Throughout the term of this Agreement, in the event we designate a customer relationship management system (an “Approved CRM System”), you agree that you will use such Approved CRM System. You are solely responsible for all user or other fees incurred in connection with your use of an Approved CRM System, and for purchasing or licensing any third-party software, programs, content, documentation, equipment, hardware or other products that are determined by Interim as being necessary or desirable for the use and operation of an Approved CRM System. Upon our request, you shall promptly install, update or replace any software or equipment related to an Approved CRM System, including any modifications and/or improvements thereto, at your sole cost and expense of Franchisee. Interim makes no representations or warranties of any kind relating to any Approved CRM System including, but not limited to, warranties of merchantability or fitness for a particular purpose.

8.18 Initial Licensure. You are initially required to obtain whatever licensure may be required to perform supplemental medical or other temporary staffing (“Staffing”) or personalized care at home services in your state. In states where it may take longer than 180 days to obtain the license to perform those services, the date on which you must commence operations will be on the Monday following the receipt of licensure which enables you to perform Staffing or personal care in-home care services (the “Minimum Start Date”). You must diligently and actively pursue all licenses to enable you to perform the fullest extent of the Interim business model. If you are entering into this Agreement in connection with the acquisition of an existing Franchise Business, the Minimum Start Date will be the effective date of the transfer.

8.19 Annual Business Plan. Complete an annual business plan consistent with growth goals for the Franchise Business.

## **9. RELATIONSHIP OF THE PARTIES**

It is agreed that the relationship of Interim and you is that of franchisor and franchisee, and that in no event shall Interim and you be considered partners, joint venturers or agents of or for each other. Interim shall at no time be responsible for any costs or expenses of your operation or otherwise in connection with the operation of the Franchise Business, and you agree to indemnify and hold Interim and its subsidiaries, affiliates, shareholders, directors, officers, employees, agents, successors and assigns (the “Franchisor Indemnitees”) harmless from and against, and to reimburse them for any and all loss, liability, taxes and/or damages of any kind (including without limitation, actual, consequential and punitive damages) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (including reasonable accountants’, attorneys’ and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) which any of them may suffer, sustain or incur by reason of, arising from or in connection with, Franchisee’s ownership and/or operation of the Franchise Business or any actions, errors or omissions of you or your employees, representatives, agents or principals, which are related to or incidental to your ownership and/or operation of the



Franchise Business. Interim shall not, as the result of any approvals, consents, advice, or services provided to Franchisee pursuant to this Agreement or otherwise, assume any responsibility or liability to which Interim would not otherwise be subject, to you or to any third party. It is the intent of the parties hereto that the Franchisor Indemnities and assumptions of liabilities and obligations set forth above shall continue in full force and effect after the expiration, transfer or termination of this Agreement for any reason. Neither this Agreement nor Interim's course of conduct is intended, nor may anything in this Agreement be construed to state or imply that Interim is the employer of Franchisee's employees and/or independent contractors, nor vice versa.

## **10. RESTRICTIVE COVENANTS**

You agree that you will receive valuable training, goodwill, and Confidential Information that you otherwise would not receive or have access to but for the rights licensed under this Agreement. The covenants of this Section 10 are independent covenants of Franchisee and not dependent upon the performance by Interim of any of its covenants in this Agreement. The breach or claimed breach by Interim of any of its said covenants shall in no way affect the right of Interim to enforce any of the covenants of this Section 10.

10.1. If you are an entity, you represent that the owners designated on the Data Sheet attached to this Agreement are all the owners of Franchisee. Such owners, and all future owners of Franchisee, are hereby made parties to this Agreement, and are hereinafter referred to for convenience as "Shareholders." Shareholders hereby acknowledge that Interim has granted the franchise to you, based primarily upon Interim's investigation and reliance upon the qualifications of Shareholders. It is understood by Shareholders that they, and each of them, may have access to or may be furnished with certain plans, procedures, methods, data, manuals and other information, all of which are hereby acknowledged to be confidential trade secrets, heretofore unavailable to them, and that this franchise and the said trade secrets would not have been granted or furnished, excepting upon and in consideration of the covenants of Shareholders hereinafter contained.

10.1.1. Shareholders accordingly hereby covenant and agree that, during the term of this Agreement, they will not, directly or indirectly, individually or for any third party, without Interim's prior written consent, engage in any business or activity competitive to the business of providing the services described in Section 1(c) of this Agreement, including: (1) supplemental medical staffing, (2) personalized care at home, (3) homecare related equipment and supplies; (4) permanent placement services with respect to health care management, non-medical support, nursing and other health care related occupations, (5) certified home healthcare services; (6) certified hospice services, and/or (7) the services of physicians, chiropractors, podiatrists, dentists and doctors of osteopathy, other than at another franchise operated pursuant to a franchise agreement with Interim, or prior written consent of Interim.

10.1.2 Shareholders further covenant and agree that, for a period of 24 months after the transfer, expiration or other termination of this Agreement for any reason, or of their share ownership in Franchisee, whichever shall first occur, they will not, directly or indirectly, individually or for any third party, without the prior written

consent of Interim, which Interim may withhold for any reason or no reason at all, engage in any business or activity competitive to the business of Interim or its franchisees including, but not limited to, providing one or more of the following services and/or products to any party (each a “Competing Business”): (1) supplemental medical staffing; (2) personalized care at home; (3) homecare related equipment and supplies; (4) permanent placement services with respect to health care management, non-medical support, nursing and other health care related occupations; (5) certified home healthcare services; (6) certified hospice services; and/or (7) the services of physicians, chiropractors, podiatrists, dentists and doctors of osteopathy, other than at another franchise operated pursuant to a franchise agreement with Interim, or prior written consent of Interim.

10.1.3 Shareholders further agree that they will not, at any time either during or after the expiration or other termination of this Agreement for any reason, directly or indirectly make use of or disclose to any third party the details or provisions of any written or oral contract or of any agreement between Interim and any other firm or person, nor the details of any statistical data, customer list, advertising material, manuals, forms, techniques, methods or procedures of Interim which may come to their attention or knowledge by reason of their association with Interim or Franchisee. Shareholders agree that they will, immediately upon expiration or other termination of this Agreement for any reason, or upon termination of their share ownership in Franchisee, whichever shall first occur, return to Interim or to Franchisee, as the case may be, any customer lists, employee lists, manuals, advertising or promotional materials, or other books, papers, documents or data belonging to or related to the business of Interim or Franchisee.

10.1.4 Shareholders further agree not to sell, transfer or assign by way of gift or otherwise any of their shares in Interim without first securing from such a prospective assignee a signed copy of the foregoing agreement containing substantially the same provisions, a copy of which shall be immediately furnished to Interim.

10.1.5 You covenant that during the Term of this Agreement, you will not divert or attempt to divert any business, client, or potential client of the Franchise Business or any other Interim Healthcare Franchise Business to any competitor, by direct or indirect inducement or otherwise;

10.1.6 perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Licensed Marks or the Interim Care Franchise Business Program; or

10.1.7 make, or authorize or direct any other person to make, any written or oral statement, or take any action that disparages us, our affiliates, any of our respective owners, directors, or officers, or the Interim Care Franchise Business Program.

10.2. You and each of your Shareholders agree that, for a period commencing with the execution of this Agreement and ending 24 months after the transfer, expiration or other termination of this Agreement for any reason, or such Shareholder's interest hereunder, whichever shall first occur, he, she or it will be subject to and bound by each of the covenants and restrictions set forth in Section 10.1.2 through 10.1.7. and will not either directly or indirectly, for himself, herself or itself, on behalf of, or in conjunction with any person or entity, not to own, manage, operate, maintain, engage in, consult with or have any interest in any Competing Business that is:

10.2.1 Located at the premises of the former Franchise Business;

10.2.2 Located or operating within the Territory of the former Franchise Business;  
or

10.2.3 Located or operating within the territory of any other Interim Care Franchise Business (whether owned by a franchisee, us, or our affiliates) in operation on the effective date of the expiration, non-renewal, termination, or transfer.

10.3. You covenant and agree that, in addition to any other requirements set forth in this Agreement, you will not engage any clerical or sales employees, or issue or transfer any shares in Franchisee, unless and until you shall have first secured a signed agreement from each such individual or entity, in the form then in use and prescribed by Interim and containing substantially the covenants and conditions set forth in Section 10.1 and 10.2 above, restricting future employment and other activities which may be directly or indirectly competitive to the business of Interim or Franchisee.

10.4. You covenant that you will not allow, suffer or permit access to, or knowledge of, any of the plans, procedures, methods, data, manuals, customer or employee lists or other confidential trade secrets of Interim, to any party who has not executed a confidentiality and non-disclosure agreement, and non-competition covenants in conformity with this Section 10.

10.5. Notwithstanding any provisions of this Section 10, you or your Shareholders may disclose any of the information described above to your attorneys or accountants, banks and insurance underwriters for proper business purposes, or upon the prior written approval by Interim, to the applicants for other franchises of Interim.

10.6. You covenant that Franchisee will only service customers with your employees and that all employees who are provided to customers by you to perform any services authorized by this Agreement, irrespective whether such employees are full-time, part-time or temporary, shall be your employees and not independent contractors and/or employees of any third party, except as we, in its sole discretion, shall approve in advance and in writing.

10.7. The restrictions set forth in Section 10, inclusive of all subsections, are considered by the parties to be reasonable for the purpose of protecting the business investment of Interim and its legitimate business interests, which interests include, without

limitation, trade secrets (and other valuable confidential business information which may not qualify as trade secrets, but which Interim has expended substantial time and money in developing and which it considers confidential and proprietary); substantial business relationships with existing and prospective franchisees, licensees, patients, customers and clients; patient, customer and client goodwill associated with the ongoing business of Interim and evidenced by the various trademarks, trade names, service marks and trade dress used by Interim and its franchisees and licensees in connection with their respective businesses; and an expectation of continuing patronage from the existing patients, customers and clients of Interim, its franchisees and licensees. In view of the substantial harm which would result from a breach or threatened breach by you or the Shareholders of the covenants set forth above, the parties agree that such covenants shall be enforced to the maximum extent permitted by law. If any such covenant or portion thereof is found by any court of competent jurisdiction to be illegal, void or unenforceable because it extends for too long a period of time or over too broad a range of activities or in too large a geographic area or for any other reason, however, then such court shall interpret such covenant or portion thereof to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable or otherwise so as to render the covenant enforceable.

10.9. For purposes of this Agreement, “Confidential Information” means any information we regard as confidential or proprietary. “Confidential Information” includes, but is not limited to, the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements relating to the Interim Care Franchise Business Program, the Operations Manual, methods of site selection, marketing methods, recruiting, service analysis and selection, service methods and skills, prospective and current client lists and client information (including National Accounts clients), employee information, Brand standards manual, and any other business information that is not generally known to our competitors, as well as the content of this Agreement and any other document executed in connection with this Agreement.

10.10. You acknowledge that over the Term of this Agreement, you will have access to Confidential Information that we have developed over time and at great expense. You acknowledge and agree that our Confidential Information is not generally known in the industry, is beyond your own present skills and experience, and would be expensive, time-consuming, and difficult for you to develop. You further acknowledge that Confidential Information provides a competitive advantage and would be valuable to you in developing your business. Accordingly, you acknowledge you will not, during the Term of this Agreement, or at any time, thereafter, use any Confidential Information for any purpose except to operate the Franchise Business. You may not disclose any Confidential Information to any individual, entity, or organization, except to your representatives to the extent necessary to operate the Franchise Business and only after the representatives are advised of the confidential nature of the information and agree to maintain its confidentiality.

Notwithstanding the foregoing, you may disclose this Agreement’s terms to your landlord and any lender providing financing for the Franchise Business. The protections granted under this Agreement are in addition to and not in lieu of all other protections for such lease.

## 11. FEES; METHOD OF PAYMENT

### 11.1 Franchisee agrees to pay to Interim:

11.1.1 Initial Franchise Fee. A non-refundable initial franchise fee in the amount set forth in the Data Sheet attached to this Agreement, receipt of which is hereby acknowledged. The Initial Franchise is due and payable in full no later than the day you sign this Agreement unless we have approved in advance and in writing an alternate payment arrangement.

#### 11.1.2 Royalty payments. A weekly royalty equal to:

- (i) three and one-quarter percent (3.25%) of Franchisee's weekly Palliative Care sales (as defined in Section 12.4);
- (ii) four and one-half percent (4.5%) of Franchisee's weekly Medicare and Medicaid sales (as defined in Section 12.4) including personalized care at home or certified home health care; and
- (iii) five and one-half percent (5.5%) of Franchisee's weekly sales other than Medicare sales and Medicaid sales, including:
  - a. Veterans Administration and other non-Medicare-Medicaid governmental payers,
  - b. personalized care at home,
  - c. supplemental medical staffing,
  - d. home care related equipment and supplies and permanent placement services, and
  - e. Hospice, regardless of payer source.

11.1.3 Minimum Royalty Fee. The minimum weekly royalty due and payable pursuant to his Section 11.1.3 shall be \$100.

11.1.4 Weekly Reporting and Payments. The weekly royalty fees described above are due and payable at the office of Interim on the Friday next succeeding the week during which such sales have occurred, provided, however, that no weekly royalty shall be due with respect to sales which have occurred during the period ending 90 days after the Opening Date identified on the Data Sheet attached to this Agreement, (defined as the earlier of the date of your first billing or 180 days after signing this Agreement). For clarity, Franchisee agrees that all sales made must be reported, whether or not an abatement period applies.

11.1.5 No withholding or offset. The payments referred to above shall not be withheld by you for any reason, and shall be paid to us without offset, credit, or deduction of any nature. At its discretion, Franchisor may extend the abatement period in writing for good cause shown.

11.1.6 National Marketing Fee. A weekly national marketing fee to the Fund equal to one percent (1.00%) of Franchisee's weekly sales. If you acquired the Franchise Business operated

under this Agreement because of a transfer, you must begin paying the National Marketing Fee as of the effective date of the transfer.

11.1.7 Conference Fee. A fee of \$2000.00 per ownership group will be charged each March 1 for the annual Franchise Partner conference. This fee is due and payable whether anyone from the ownership group or its staff attends. All travel, accommodations, food and travel-related expenses are solely the responsibility of the Franchisee.

11.2 Technology Fee. Beginning 90 days after the Franchise Agreement is signed, and for remainder of the Initial Term, you must pay Interim, without offset, credit or deduction of any nature, a monthly technology service fee (the "Tech Fee") of \$485.00. The Tech Fee covers technology evaluations and selections of new technologies and vendors related to Franchise operations, including clinical and financial systems, EMR productivity improvements, adding signing capability to operations forms and the basic Learning Management System platform. If you acquired the Franchise Business operated under this Agreement because of a transfer, you must begin paying the Monthly Tech Fee as of the effective date of the transfer.

11.3 Electronic Funds Transfer. Any amounts owed to Interim by you for weekly royalties, goods or services you have purchased from Interim or for any other reason, shall be paid via electronic funds transfer ("EFT").

11.3.1 You agree to execute and deliver to your bank and to us those documents necessary to authorize such withdrawals and to make payment or deposit as directed by us, Interim Technology, or our respective affiliates. The forms of authorization for electronic transfer of funds are attached hereto as Exhibit B-2. You further agree not thereafter to terminate such authorization so long as this Agreement is in effect. You agree not to close such bank account without prior notice to us and the establishment of a substitute bank account permitting such withdrawals. You also agree that if a direct electronic funds transfer or other withdrawal program is not available at the bank at which you currently do business, you will take all reasonable and necessary steps to establish an account at a bank which does have such a program.

11.3.2 You shall make deposits into the designated account sufficient to cover all amounts owed to us by you. Your failure to fully comply with the EFT-related terms set forth above shall constitute a default due to nonpayment of monies owed to Interim, as described in Section 15.2 below. Notwithstanding the foregoing, Interim reserves the right to require you to pay any fees due under this Agreement at any intervals Interim may designate and by such means as Interim may specify from time to time.

11.4 Late Fees and Interest on Late Payments. Franchisee shall pay Interim a late payment fee in the amount of \$250.00 for each payment due to Interim from Franchisee which is not received by Interim within five days after the date such payment is due. In addition to the late payment fee, any payment that is not received by Interim within 30 days after the date such payment is due, shall accrue interest from the date such payment is due until the date such payment is received by Interim, at the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest rate allowed by applicable law. Franchisee hereby agrees that nothing contained in Section 11.4 shall constitute Interim's agreement to accept any payment after the date such payment is due, or to extend credit to, or otherwise provide financing to Franchisee in connection with the operation of, the Franchise

Business.

11.5 Allocation of Payments. Interim shall have the sole discretion to apply any payments received from you to any past due amounts owed by you for weekly royalties, purchases you made from us or our affiliates, interest, late payment fees or any other indebtedness of yours to us or our affiliates, in such amounts and in such order as we shall determine.

11.6 Bad Debt Royalty Credit. You shall be given weekly royalty credit for weekly royalties paid by you on sales which are ultimately deemed to be uncollectible, provided you comply with each of the following terms and conditions:

11.6.1 Within 90 days of filing your federal tax return each fiscal year, you must submit to Interim's Chief Financial Officer a list of accounts, certifying that such accounts have been written off during such fiscal year. To be eligible for a weekly royalty credit, an account must be written off in the fiscal year in which the services were provided or the next succeeding fiscal year.

11.6.2 Copies of customer accounts receivable registers for all accounts which have been written off must accompany your request for a weekly royalty credit. Interim reserves the right to perform such audit procedures as it deems reasonable and necessary to verify the accounts receivable information provided to Interim by you.

11.6.3 All accounts submitted for weekly royalty credit must be properly reflected on your federal tax return as "bad debt."

11.6.4 Weekly royalty credits will be granted in an amount equal to the weekly royalties paid by you with respect to each account which has been written off.

11.6.5 In the event that you collect an account for which a weekly royalty credit has previously been granted, the amount collected will be subject to payment of a weekly royalty at the same rate at which the credit was calculated.

11.6.6 Interim may apply any weekly royalty credits granted to you as provided for above to any amounts owed to Interim by Franchisee at Interim's sole discretion.

## 11.7 Full and Sole Responsibility for Debts and Obligations

You expressly covenant and agree to accept full and sole responsibility for any and all debts and obligations incurred in operating the Franchise Business.

## 12. SALES QUOTAS

The sales quotas of Franchisee for each calendar year shall be a percentage of Franchisee's "Market Quota," which shall be between \$1,250,000 to \$1,500,000, as designated on the Data Sheet attached to this Agreement and applies to sales within the territory.

Franchisee's sales quotas shall be as follows:

First Calendar Year beginning after the Opening Date:	10% of the Market Quota
Second Calendar Year beginning after the Opening Date:	20% of the Market Quota
Third Calendar Year beginning after the Opening Date:	30% of the Market Quota
Fourth Calendar Year beginning after the Opening Date:	40% of the Market Quota
Fifth Calendar Year beginning after the Opening Date:	50% of the Market Quota
Sixth Calendar Year beginning after the Opening Date:	60% of the Market Quota
Seventh Calendar Year beginning after the Opening Date:	70% of the Market Quota
Eighth Calendar Year beginning after the Opening Date:	80% of the Market Quota
Ninth Calendar Year beginning after the Opening Date:	90% of the Market Quota
Tenth Calendar Year beginning after the Opening Date:	100% of the Market Quota

12.2 If your gross sales for any calendar year (*excluding gross sales from the provision of Certified Hospice Services and/or Certified Home Healthcare Services, unless and until the Add-on Service Line Addendum attached to this Agreement has been executed*) are less than the applicable annual Sales Quota for such calendar year, you shall pay to Interim the "Sales Quota Deficiency." You shall pay to Interim a sum equal to the difference between your gross sales for such calendar year and the designated sales quota for such calendar year, multiplied by a blended royalty rate. The blended royalty rate is calculated by applying the royalty rate you paid on your reported sales. You must pay the Sales Quota Deficiency to us at our office within 30 days of the date you receive written notice from us identifying the Sales Quota Deficiency. Failure to pay the Sales Quota Deficiency within this time period shall constitute a material default under the terms of this Agreement.

12.3 Reserved.

12.4 As used throughout this Agreement, the following terms shall have the meanings indicated:

12.4.1 The term "sales," including the terms "weekly sales," and "gross sales," shall mean and include all billings to your customers for goods sold and services rendered, excluding only sales taxes or other taxes which may be required by law to be collected from your customers. Except as otherwise approved in writing by Interim in advance, you shall prepare and issue all billings during the week following the week in which sales are made or services rendered.

12.4.2 The term "Medicaid sales" means the amount submitted for reimbursement or other payment pursuant to any state Medicaid program provided that a subsequent adjustment shall be permitted so that Medicaid sales shall ultimately equal the amount actually received by Franchisee from the Medicaid program.

12.4.3 The term "Medicaid program" means any state Medicaid program applicable to you, as authorized under Title XIX of the Social Security Act of 1935, as amended.

12.4.4 The term "Medicare sales" means the amount submitted by you for reimbursement or other payment pursuant to the Medicare Program, provided that a subsequent adjustment shall be permitted so that Medicare sales shall ultimately equal the amount actually



received by you from the Medicare Program.

12.4.5 The term “Medicare Program” means the federal Medicare Program as authorized under Title XVIII of the Social Security Act of 1935, as amended (including all federally qualified Medicare health plans), or any substantially identical substitute or replacement program, including Medicare Advantage programs.

12.4.6 Palliative Care. The term ‘palliative care’ refers to sales exclusively related to a program in conjunction with certified home healthcare or certified hospice care, in which services are performed by a physician or advance practice nurse, in collaboration with the primary care physician and other specialists and billed through Medicare Part B or other commercial or government payers.

12.4.7 Hospice sales. The term “hospice sales” refers to sales exclusively related to services provided by a certified hospice, regardless of payer source. For clarity, hospice sales specifically include all hospice services regardless of payer source, including those provided to Medicare beneficiaries and Medicaid recipients.

### **13. TERM; RENEWAL**

13.1 Initial Term. The initial term of this Agreement shall be for a period of ten years, commencing on the Effective Date and ending on the ten-year anniversary of the Effective Date.

13.2 Renewal. In the event that this Agreement shall be in full force and effect upon the expiration of the initial ten year term, and you are in substantial compliance with the terms of this Agreement and every other agreement between you (and/or any of your affiliates) and Interim or any affiliate of Interim, you shall have the option to renew your right to operate the Franchise Business for one additional, successive ten year term, provided that you shall have given written notice to Interim not less than 180 days prior to the expiration of the initial term and provided further that you comply with all of the Renewal Terms set forth in Section 13.2 below.

#### **13.2.1 Renewal Terms**

(i) You may, at your option, renew the franchise for the Franchised Business for an additional term of ten (10) years upon the expiration of the Initial Term provided that you satisfy all of the following conditions of renewal:

a.1 You substantially met your sales quotas throughout the 10-year Initial Term (the “Ten-Year Performance Standard”);

a.2 You are not in default under this Agreement or any other agreement between you (and/or any of your affiliates) and us (and/or any of our affiliates) (each a “Related Party Agreement”) at any time during the last six (6) months of the Initial Term;

a.3 You have been in substantial compliance with this Agreement and any and all Related Party Agreements, and all agreements with designated suppliers throughout the Initial Term; and

a.4 You have fulfilled all your monetary obligations towards us, our affiliates and designated suppliers.

13.2.2 As a condition of any renewal, you must:

(i) sign our then-current form of franchise agreement for renewal franchises, which may include terms and conditions materially different from those in this Agreement, such as different performance standards, fee structures and/or increased fees;

(ii) pay to Interim a renewal fee equal to \$5,000.00;

(iii) if available, execute a new lease for a minimum of one year with an option to renew for two additional one-year terms for the Franchise Business premises;

(iv) execute a general release in a form satisfactory to us of any and all claims against us, our parent, subsidiaries, and affiliates, and officers, directors, attorneys, owners and employees;

(v) complete any new training requirements not yet completed; and

(vi) at your sole expense and if necessary, in our sole opinion, bring the Franchise Business up to our then-current standards for a Franchise Business, including installation or upgrade of computer hardware and software.

## **14. SALE OF FRANCHISE**

14.1 Conditions to Our Consent to Transfer. You understand and acknowledge the vital importance of your performance to the market position and overall image of the Interim Healthcare Franchise network. You also recognize the many subjective factors comprising the process by which we select a suitable franchisee. We will not unreasonably withhold our consent to a Transfer of any interest in this Franchise or any equity or voting interest in you, but such consent will remain a subjective determination that is subject to your and the transferee's compliance with and satisfaction of numerous conditions, including, but not limited to, the following:

14.1.1 The transferee and its owners must demonstrate to our sole satisfaction that they meet all of our requirements for becoming a franchisee, including, without limitation, our financial, entrepreneurial, and managerial and business standards then in effect for similarly-situated franchisees, possess a good moral character, business reputation, and satisfactory credit rating, will comply with our instruction and training requirements, and have the aptitude and ability to operate the Franchise Business (as may be evidenced by prior related business experience or otherwise, including, without limitation, that the transferee and its affiliates are in substantial operational

compliance, at the time of the application, under all other franchise agreements for Interim Healthcare Franchise Businesses to which they then are parties with us).

14.1.6 As of the proposed Transfer's effective date, the transferee must have the unconditional right to occupy the Premises and assume your lease for its remaining term (and to secure an option to renew the lease on terms agreeable to the landlord and transferee).

14.1.7 You will be required to pay Interim a transfer fee equal to one-third of our then-current initial franchise fee prior to or contemporaneously with the sale. Notwithstanding the foregoing, we may condition our approval of any proposed sale or transfer governed by this Section 14 upon the following:

- (i) All of Franchisee's accrued monetary obligations to Interim, Interim's affiliates, and Interim's designated/approved suppliers and vendors, have been satisfied, including payment of the transfer fee;
- (ii) Franchisee must cure all existing defaults under this Agreement, and under any Related Party Agreement, within the period permitted for cure and must have substantially complied with such agreements during their respective terms;
- (iii) Franchisee and Franchisee's principals, and the transferee (if it has had any previous relationship with Interim or Interim's affiliates), must execute a general release, in a form satisfactory to Interim, of any and all claims against Interim, Interim's affiliates and Interim's officers, directors, shareholders and employees, in their corporate and individual capacities;
- (iv) The transferee must execute Interim's then-current franchise agreement (which may contain materially different terms than this Agreement) for the remaining balance of Franchisee's term under this Agreement, with the transferee's term commencing on the date the transferee executes the then-current franchise agreement;
- (v) To the extent required by terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer; and
- (vi) Interim must review and approve the purchase agreement prior to execution, to determine that Interim's rights under this Agreement are protected and that the terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten the future operation of the franchise.

14.1.8 The transferor must execute a general release, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, and agents.

14.1.9 You and the proposed transferee must execute our then-current Assignment

and Consent Agreement, in a form satisfactory to us.

14.1.10 The transferee must obtain and maintain all licenses and/or registrations necessary to fully operate the Franchise Business required by the Franchise Agreement and applicable regulations.

14.1.11 You and your owners, officers, and directors agree to comply with the post-termination provisions of this Agreement, including the non-competition and non-disclosure covenants.

14.1.12 You and the transferee agree to perform all maintenance and upgrades required to bring the Franchised Business up to our then current standards, including upgrading the EMR and any other computer hardware and software we may require.

14.1.13 Our approval of the Transfer will not constitute a waiver of any claims we have against the transferring party.

14.1.14 In addition to the above, you acknowledge that we have legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with you, and our contact with potential transferees to protect our business interests will not constitute improper or unlawful conduct. Additionally, you acknowledge and agree that, if you acquire more than one Franchise Business during the Initial Term or any renewal term and subsequently decide to sell one or more of your Agencies, we have the right to approve the sale of only a single Franchise Business to a transferee. You expressly authorize us to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms, to communicate candidly and truthfully with the transferee regarding your operation of the Franchise Business, and to withhold consent for the reasons specified above. You waive any claim that the action we take in good faith to protect our business interests in connection with a proposed transfer, consistent with the conditions above, constitutes tortious interference with contractual or business relationships. Similarly, we may review all the information regarding the Franchise Business you give the proposed transferee, correct any information we believe is inaccurate, and give the proposed transferee copies of any reports you have given us, or we have made regarding the Franchise Business. We may, depending on the circumstances, waive any of the above conditions and qualifications, especially for transfers among original owners of this Agreement, transfers to trusts created for the benefit of a spouse or children, and transfers to family members. We have the right, however, to recover all legal and administrative costs.

14.2 Right of First Refusal. If you propose to sell the franchise granted herein, or all (but not part) of the business and assets owned or utilized by you in the operation of such franchise, you shall first offer to sell such interest to Interim on the same terms and conditions as offered by such third party.

14.2.1 You shall obtain from the third party and provide Interim a letter of intent, or such other documentation as required by us to demonstrate a bona fide offer, signed by the third party and Franchisee ("Letter of Intent").

14.2.2 If we elect not to accept the offer within a 30-day period, then you may complete the sale to an approved proposed purchaser under the terms set forth in the Letter of Intent. You shall have a period not to exceed 60 days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in this Agreement. A longer transfer period may be approved by us upon a written request.

14.2.3 You shall first comply with this Section 14.2 before affecting any sale or transfer as contemplated under the Letter of Intent. Any material change in the terms of the offer shall be deemed a new proposal subject to our right of first refusal.

14.3 The foregoing provisions of this Section 14 shall apply to the sale or transfer of any shares of Franchisee by the Shareholders. Upon the death of any Shareholder, his or her heirs, legatees or personal representatives shall take such shares subject to the limitations and conditions set forth herein. Each share certificate issued by Franchisee shall bear the following notation:

“The transfer of the shares represented by this certificate is subject to the limitations and conditions contained in an agreement executed by the holder of this certificate, a copy of which restrictions and conditions is on file with the issuing corporation and is available for inspection by any shareholder.”

#### 14.4 Transfer in the Event of Death or Mental Incompetence

Upon the death or mental incompetence (as reasonably determined by an independent third party such as a licensed doctor) of any person with any direct or indirect interest in you, the executor, administrator, or personal representative of such person must transfer his or her interest to a third party we approve within six months after the death or incompetence. Such Transfers will be subject to the same conditions as set forth in Section 14. If the person's heirs or beneficiaries cannot meet the conditions in Section 14, we may terminate this Agreement.

#### 14.5 Consent to Transfer not a Waiver

Our consent to any transfer is not a representation of the fairness of any contract terms between you (or your owner) and the transferee, a guarantee of the Franchise Business's or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand full compliance with this Agreement.

### **15. TERMINATION BY COMPANY**

#### 15.1 Automatic Termination

This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following, which you agree constitutes good cause:

15.1.1 Voluntary Bankruptcy. You make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, consent to an involuntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or

consent to or acquiesce in the appointment of a trustee or receiver for you or the franchised business.

15.1.2 Involuntary Bankruptcy. Proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, including an involuntary petition in bankruptcy, and such proceedings are not dismissed within sixty (60) days, or, if earlier than sixty (60) days, a trustee or receiver is appointed for you or the franchised business, an order for relief is entered against you, or any such involuntary case is converted to a voluntary case in bankruptcy.

15.1.3 Voluntary or Involuntary Bankruptcy. Any of your guarantors under this Agreement is the subject of any of the actions described in Sections 15.1.1 or 15.1.2 above.

## **15.2 Termination by Us With Notice and Without Opportunity to Cure**

We have the right to terminate this Agreement upon notice without providing you an opportunity to cure for any of the following breaches or defaults:

15.2.1 Criminal Acts. You or any of your owners is or has been convicted by a trial court of or pleads or has pleaded guilty or no contest to, a felony.

15.2.2 Other Misconduct. You or any of your owners engage in any dishonest, unethical, immoral, or similar conduct as a result of which your (or the owner's) association with the Franchise Business (or the owner's association with you) could, in our reasonable opinion, have a material adverse effect on the goodwill associated with the Licensed Marks.

15.2.3 Fraud/Misrepresentation. You or any of your owners has made or makes any material misrepresentation or omission in connection with your application for and acquisition of the franchise or your operation of the Franchise Business.

15.2.4 Failure to Complete Training. You or any of your owners fail to complete training as provided in Section 6.

15.2.5 Repeated Breaches. We send you more than 2 notices of default pursuant to Sections 15.3, 15.4, or 15.5 in any 12-month period, whether you cure the issues raised in those notices or not.

15.2.6 Violation of In-term Restrictive Covenant. You or any of your owners violates the in-term restrictive covenant contained in Section 10.

15.2.7 Liens. A levy of writ of attachment or execution or any other lien is placed against you, any of your owners, or any of your or their assets and not released or bonded against within 30 days. However, it will not be a breach of the Agreement if (a) you, an owner, or the spouse of an owner obtains any debt financing secured by the owner's and/or the spouse's principal residence, (b) you, an owner, and/or the spouse of an owner obtains debt financing for you from or through the Small Business Administration or another third-party lender, which

financing is secured by a lien on your, the owner's, or the spouse's assets, and/or (c) an owner and/or spouse of the owner obtains debt financing from or through the Small Business Administration or another third-party lender for another entity which is at least majority-owned or controlled by the owner and/or the spouse, which financing is secured by a lien on the owner's and/or spouse's assets.

15.2.8 Insolvency. You or any of your owners becomes insolvent.

15.2.9 Abandonment. You (a) abandon the Franchise Business, meaning you have deserted, walked away from, or closed the Franchise Business under circumstances leading us to conclude that you have no intent to return to the Franchise Business, regardless of how many days have passed since the apparent abandonment, or (b) fail actively and continuously to operate the Franchise Business (a failure to operate the Franchise Business for over three (3) consecutive days will be deemed a default under this clause (b), except where closure is due to fire, riot, flood, terrorist acts, or natural disaster and you notify us within three (3) days after the particular occurrence to obtain our written approval to remain closed for an agreed upon amount of time as is necessary under the circumstances before we will require you to re-open).

15.2.10 Proprietary Software. You misuse or make unauthorized use of our proprietary software.

15.2.11 Government Regulations. You fail within thirty (30) calendar days after notification of non-compliance by federal, state, or local government authorities to comply with any law or regulation applicable to the Franchise Business.

15.2.12 Government Actions. Any government action is taken against you that results in any obligation upon us which in our sole judgment is uneconomical, not in our best interests, or results in our having an unintended relationship or obligation.

15.2.13 Personal Use of Franchise Business Property. You take for personal use any assets or property of the Franchise Business, including employee taxes, FICA, insurance, or benefits.

15.2.14 Insufficient Funds. There are insufficient funds in your bank account to cover (1) a check or EFT payment to us three (3) or more times within any twelve (12) month period, or (2) payroll at any time whether or not those violations are cured.

15.2.15 Licensure, Accreditation or Certification. You lose required licensure, accreditation and/or certification (after having initially obtained it in accordance with this Agreement's requirements).

### **15.3 Termination by Us Upon Notice and 10 Days' Opportunity to Cure**

We have the right to terminate this Agreement if any of the following defaults remains uncured after expiration of the 10-day cure period:

15.3.1 Nonpayment. You fail to pay as and when due any sums owed to us, our affiliates, any of our major suppliers or vendors, or another Interim franchisee (i.e., for timely payment of wrongly accepted funds).

15.3.2 Under-reporting of Gross Sales. Any audit reveals that you understated your royalty or advertising payments, or your local consumer marketing expenditures, by more than 2%, or you failed to submit timely reports and/or remittances for any two (2) reporting periods within any 12- month period, as described in Section 10.

15.3.3 Endorsement of Checks. You fail to immediately endorse and deliver to us or another franchisee any payments due to us or the other franchisee that were erroneously sent to you by a third party.

15.3.4 Unauthorized Products or Services. You offer any unauthorized and unapproved services or products at, from, or through the Franchise Business.

15.3.5 Unauthorized Transfer. You or your owners make a Transfer in violation of Section 10.

#### **15.4 Termination by Us With Notice and 30 Days' Opportunity to Cure**

We have the right to terminate this Agreement if any of the following defaults remains uncured after expiration of the 30-day cure period:

15.4.1 Failure to Comply with this Agreement or another franchise agreement between Us or any of Our Affiliates and You or any of Your Affiliates. Except as noted in Sections 13.1 through 13.3 above and Section 13.5 below, your other failures to comply with the terms and conditions of this Agreement are subject to a 30-day cure period. In addition, any default under another franchise agreement for any of the following reasons will be deemed a default under this Agreement: (i) criminal acts, misconduct, fraud and misrepresentations like those set forth in Sections 15.1 through 15.3 of this Agreement. Your failure to pay fees owed or the failure to comply with the terms of another franchise agreement may, at our discretion, trigger a cross-default under this Agreement if accompanied by a default described in (i).

15.4.2 Failure to Open. You fail to commence operating the Franchise Business by the Opening Date.

15.4.3 Interruption of Service. You fail to maintain the prescribed months, days, or hours of operation at the Franchise Business.

15.4.4 Quality Control. You fail to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Manual.

15.4.5 Licenses and Permits. You fail to procure or maintain any licenses, certifications, or permits necessary to operate the Franchise Business.



15.4.6 Day-to-Day Management. You do any of the following: (i) at any time during the Initial Term the Franchise Business is not under the Majority Shareholder or approved designated Manager direct supervision, (ii) you designate a replacement Manager without first giving us notice of the change, or (iii) any replacement Manager does not meet our then-current Manager standards and requirements, including being in the office, or at minimum in the Territory, on a daily full-time basis.

15.4.7 Insurance. You fail to maintain insurance, to repay us for insurance we obtain for you, or otherwise to adhere to the requirements of Section 8.

15.4.8 Misuse of the Licensed Marks or Confidential Information. You or your owners materially violate any requirement regarding or misuse the Licensed Marks or Confidential Information.

15.4.9 Non-Use of Required Software and Systems. You fail to use all required software and systems in operating the Franchise Business.

15.4.10 Services provided outside the Authorized Area. You solicit and/or service clients in another franchisee's protected territory or in a territory currently served by a Franchise Business owned by us or our affiliate without prior written permission from the owner of that territory and in violation of the Cross Territorial Policy contained in the Operations Manual. In the event you service clients who are sourced from an unclaimed territory that later becomes the protected territory of another franchisee, you must, in our sole discretion, transfer those clients in an orderly manner to the franchisee that acquired the protected territory within 90 days after the franchisee obtains licensure to service those clients. However, we have the right, in our sole discretion, to allow you to retain those and only those clients whom you secured prior to the unclaimed territory being purchased by another franchisee.

15.5 In the event that Franchisee shall fail to fully and faithfully perform and abide by all of the terms, covenants and conditions of this Agreement, Franchisee shall be deemed in default hereunder. Upon receipt of a written notice from Company stating the nature and character of any such default, Franchisee thereupon shall have 30 days from the date of such notice to cure said default to the satisfaction of Company, except that any default due to nonpayment of monies owed Company shall be cured by Franchisee within ten (10) days from the receipt of such written notice. Franchisee shall not be deemed to have cured a payment default if it incurs another payment default within the ten-day cure period. If any such default is not cured within the applicable period following receipt of Company's written notice thereof, or upon any subsequent default in the payment of monies due Company, Company may terminate this Agreement without further notice to Franchisee other than written notice of termination. Failure of Company to notify Franchisee of any default as set forth herein, or to terminate this Agreement pursuant to any provision of this Agreement, shall not constitute a waiver of any such default, nor shall it constitute a consent, acquiescence or waiver of any subsequent defaults whether of the same or a different character.

15.6 If Franchisee is in default of any provision of this Agreement and Franchisee fails to timely cure the default following Company's notice to Franchisee, Company may, at its option, elect to charge a non-compliance fee of two percent (2%) of Franchisee's sales, payable to Interim in the

same manner as the weekly royalty described in Section 11.1 of this Agreement. We will provide written notice to Franchisee prior to charging the non-compliance fee. If Franchisee is in default and paying the non-compliance fee, Interim may terminate this Agreement at any time if Franchisee fails to cure the default.

## 15.7 Interim Remedies

15.7.1 If you are in default of any provision of this Agreement, we may, at our option, elect to exercise interim remedies with respect to, and/or to provide limited services for, your Franchise Business (collectively, “Interim Remedies/Limited Services”) before or instead of exercising our right to terminate this Agreement. We will provide written notice to you before implementing Interim Remedies/Limited Services.

15.7.2 If you are in default and we have implemented Interim Remedies/Limited Services, we retain our right to terminate this Agreement at any time if you fail to cure the default. Interim Remedies/Limited Services include, without limitation:

- a. no access to your franchise business web pages(s) on interimhealthcare.com;
- b. no access to your franchise business Facebook profile;
- g. no access to Interim’s intranet;
- d. restrict eligibility to receive Strategic Accounts referrals;
- e. not eligible to attend any Interim conferences or events but still must pay required registration fees as applicable;
- f. no access to Interim online training offerings;
- g. must resign from the Owners Advisory Council or other Interim Committees, if applicable;
- h. limited onsite support visits.

## 16. OBLIGATIONS OF FRANCHISEE UPON TERMINATION

16.1 Upon the expiration or other termination of this Agreement for any reason, including the rejection of this contract by you in connection with any bankruptcy proceedings filed by or against you, your right to use the plans, methods and procedures of Interim together with the trade names, trademarks and/or service marks now or hereafter licensed or acquired, and any derivatives thereof, shall immediately cease, and you must immediately discontinue the use thereof and shall deliver to us all forms of advertising, publications, documents, or other instruments bearing such trade names, trademarks or service marks.

16.2 Upon any such expiration or other termination, we have the immediate right to place our

employees, or those of its designee, upon your premises and any premises where you or your ownership keeps the Franchise Business' books and records necessary for the operation of the Franchise Business for the purpose of continuing the operation of the Franchise Business for the benefit of Interim. Franchisee agrees to turn over to Interim, and to no other party without our express written consent, the names, addresses and telephone numbers of all of the customers and the permanent and temporary employees of the Franchise Business (all of which information you hereby acknowledges has been co-developed by Interim and Franchisee during the term of this Agreement, and which you has been authorized by Interim to use only in connection with a business operated pursuant to the terms and conditions set forth in this Agreement), and any manuals furnished or made available to you by us. You further agree to execute and deliver to us any and all instruments necessary to effect assignment or other transfer of its telephone number(s), telephone directory listing agreement(s), office lease(s), office equipment lease(s) and all licenses, permits, certificates of need or other authorizations (or the rights thereto) which we elect to assume, to Interim or our designee upon our written demand therefor. Your failure or refusal to immediately comply with such demand upon receipt thereof shall vest in us, through our duly appointed officers, full power and authority in your name and on your behalf as your Attorney-in-Fact as fully as you might do yourself, to execute or cause to be executed any of the foregoing instruments to affect such assignment(s) or other transfer(s). Interim shall be responsible for all payments to be made under any such lease or agreement from and after the later of the effective date of assignment or the date of expiration or other termination of this Agreement.

16.3 You further agree that, upon such expiration or other termination, you will no longer do business as a business entity under, or use as an assumed or registered trade name, the name INTERIM HEALTHCARE, Interim, and you agree to execute or cause to be executed, such document or documents and to take such further steps as may be necessary so as to cease all use of such trade names, trademarks or service marks. Interim shall have the right to apply to a court of competent jurisdiction for an injunction to restrain you from continuing to use the aforesaid names as part of its corporate or assumed name and from using any trade name, trademark or service mark authorized by Interim in this Agreement or elsewhere, or any derivatives thereof, and you agree that such court may decree the payment by Interim of all reasonable attorney's fees and costs incurred by you in any such proceedings.

## **17. NOTICES**

17.1 Any written notice provided herein to be given to you shall be sent by electronic mail, facsimile transmission, a nationally recognized 2<sup>nd</sup> day courier or certified mail addressed to Franchisee at the office required to be maintained by you under this Agreement.

17.2 Any written notice required to be given to Company shall be sent by electronic mail at [legal@interimhealthcare.com](mailto:legal@interimhealthcare.com), facsimile transmission to 954-858-4801, overnight courier, or certified mail addressed to Company at its office at 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323, attn: Legal Department, [legal@interimhealthcare.com](mailto:legal@interimhealthcare.com), or to such other address as Company may designate.

17.3 Unless otherwise specified in this Agreement, written notice shall be presumed received (i) on the date of facsimile transmission, (ii) two days following submission to a nationally recognized

overnight courier, or (iii) if sent by certified mail, as of the date of receipt, or refusal of receipt, by any employee of the addressee.

## **18. DISPUTE RESOLUTION**

18.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without reference to its conflict of laws principles).

18.2 The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, the parties pledge to try to resolve any dispute without resorting to litigation. You must first bring any claim or dispute between you and Interim to our management team, by providing written notice to us in accordance with the notice procedures set forth in Section 17 above. You agree to work with Interim's management team, in good faith, to attempt to resolve any dispute you may raise internally, before proceeding with any claim. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

18.3 At our option, all claims or disputes between you (and/or any of your owners and/or affiliates) (each a "Franchisee Related Party") and Interim (and/or any of Interim's owners, officers, directors or affiliates) (each a "Franchisor Related Party") arising out of, or in any way relating to, this Agreement or any other agreement by and between you and Interim or our affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 18.2 above, must be submitted first to non-binding mediation, in person in Broward County, Florida, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect.

18.3.1 Before commencing any action against Interim or any Franchisor Related Party with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. Interim will have a period of 30 days following receipt of such notice within which to notify Franchisee as to whether Interim elects to exercise its option to submit such claim or dispute to mediation.

18.3.2 You may not commence any action against Interim or any Franchisor Related Party with respect to any such claim or dispute in any court unless we fail to exercise our option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile, or (ii) as a result of a written declaration by us. Interim's right to mediation, as set forth herein, may be specifically enforced by Interim. The Franchisor Related Parties are express third-party beneficiaries of the dispute resolution provisions set forth in Section 18, including the mediation pre-condition to litigation, each having the authority to specifically enforce the right to mediate claims asserted against such person by you or any Franchisee Related Party. You acknowledge and agree that the mediation requirement is a pre-condition to litigation.

18.3.3 Each party shall bear its own cost of mediation and Interim and you shall share mediation costs equally. This agreement to mediate shall survive any termination or expiration of this Agreement. The parties shall not be required to first attempt to mediate a controversy, dispute, or claim that is asserted by Interim for (i) nonpayment of fees to Interim, or (ii) any alleged violation (or threatened violation, or imminent risk of violating) any federally protected intellectual property rights in Interim's marks or confidential information, or any of the restrictive covenants contained in this Agreement.

18.4 The parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in Broward County, Florida and the jurisdiction and venue of the United States District Court for the Southern District of Florida, and Franchisee irrevocably submits to the jurisdiction of such courts and waives any objection you may have to either the jurisdiction of or venue in such courts. All disputes arising out of the offer, sale or interpretation of the Franchise Agreement, or from the parties' obligations under this Agreement, shall be litigated to conclusion exclusively in the state court located in Broward County, Florida or the United States District Court for the Southern District of Florida. Nothing contained in this Agreement shall prevent Interim from applying to and obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Interim's interests.

18.5 Limitation of Actions. You (and any Franchisee Related Party) expressly agree that no claim or cause of action may be filed or maintained against us and/or any Franchisor Related Party arising out of or relating to this Agreement, the relationship established by this Agreement, the offer and sale of the franchise opportunity, and/or the operation of the Franchise Business unless such claim or cause of action is filed before the expiration of the "Limitations Period". For purposes of this paragraph, the term "Limitations Period" means: one (1) year from the earlier of: (a) the date of the act, transaction or occurrence giving rise to the claim against us or a Franchisor Related Party; or (b) the date on which you (or the Franchisee Related Party) knew or reasonably should have known of the facts or circumstances giving rise to the claim against us or a Franchisor Related Party. Notwithstanding the foregoing, if the Limitations Period is unenforceable under Florida law, then the Limitations Period shall be equal to the shortest time period for a limitation of claims provision that is enforceable under Florida law. This contractual limitation of claims provision applies to all claims, whether based on contract, tort, statute, or any other legal theory. You acknowledge that this limitation of claims provision and the Limitations Period is a material inducement for us to enter into this Agreement and that it is intended to provide certainty and finality to potential disputes. To the fullest extent permitted by law, you hereby waive any longer statutory limitation period and agree that the foregoing limitation is reasonable and enforceable.

18.6 Damage Waiver. Each of the parties hereto EXPRESSLY WAIVES ANY CLAIM FOR PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES; except that this waiver and limitation shall not apply with respect to: (1) your obligation to indemnify Interim pursuant to any provision of this Agreement, or (2) any claims Interim brings against you and/or any Franchisee Related Party for unauthorized use of the Marks, unauthorized use or disclosure of any confidential Information, unfair competition, breach of the non-competition covenants set forth in this Agreement (whether in-term and/or post-term non-competition covenants, and/or any cause of action under the Lanham Act, and Interim shall be entitled to receive an award of multiple

damages, attorneys' fees and all damages as provided by law.

18.7 No Class or Collective Actions. You agree that any litigation, between you and/or any Franchisee Related Party, on the one hand, and Interim and/or any Interim Related Party, on the other hand, will be on such party's individual claim and that the claim or claims subject to litigation shall not be litigated on a class-wide, associational or collective basis.

## **19. MISCELLANEOUS**

19.1 The provisions of this Section 19.1 shall apply to this Agreement, and to any other related or ancillary written or verbal contract for the purchase of services by you from Interim, provided that the cost or value of services under such contract is at least \$10,000.00 in any twelve-month period.

(a) Interim agrees, upon request of the Comptroller General or upon the written request of the Secretary of the Department of Health and Human Services, to make available to either of them, or to their duly authorized representatives, all contracts, books, documents, and records of Interim necessary to verify the costs of the services provided by Interim to Franchisee under the above-described contracts. Such access will be provided until the expiration of four years after the services are furnished under such contracts.

(b) If Interim carries out any of its duties under any of the contracts described above through a subcontract, with a value or cost of \$10,000.00 or more over a twelve-month period, with a related organization (as the term is defined in 42 C.F.R. 420.301), such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

(c) This Section 19.1 shall be construed to comply with Section 952 of Public Law 96499 and 42 C.F.R. 420.300 through 420.304, as amended from time-to-time, but shall not permit or require access to the books, records, and documents of Interim except as required by such law or regulation. Interim reserves the right to deny or challenge any request for such access which it believes is not required by or contrary to any law or regulation.

19.2 This Agreement may not be assigned, sub-licensed or otherwise alienated by you without our prior written consent. It is specifically understood and agreed that Interim may, at its option, assign its interest in this Agreement to any corporation, partnership, limited liability company or person.

19.3 This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, or assigns of the parties hereto.

19.4 In the event that any one or more of the covenants and conditions herein contained shall be

held to be in violation of or unenforceable because of any law, it is understood that none of the other rights or obligations herein shall be prejudiced nor rendered unenforceable by reason thereof.

19.5 If either Interim, on the one hand, or Franchisee, on the other hand, commences an action against the other to interpret or enforce any term or condition of this Agreement, or as a result of a breach or alleged breach by the other party of any term or condition of this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees (including a reasonable fee allocated to services provided by in-house counsel), and costs and expenses incurred in connection with the prosecution or defense of such action (including at any appellate level). In consideration of, and as an inducement to, the execution of this Agreement by Interim, Shareholders, jointly and severally, hereby personally and unconditionally guarantee payment of any and all amounts which become payable to Interim by you pursuant to the provisions of this Section 19.5. Each of the Shareholders hereby waives presentment, acceptance, protest, notice, demand, or action on the part of Interim, including any right to require Interim to sue or otherwise enforce payment of any amounts payable to Interim pursuant to this Section 19.5. Termination of this Agreement shall not affect the liability or obligation of Shareholders hereunder.

Interim shall not be required to exhaust its recourse against Franchisee or other persons before being entitled to collect from the Shareholders any amounts the payment of which are guaranteed by the Shareholders pursuant to this Section 19.5.

## **19.6 Indemnification**

You agree to indemnify and hold harmless us, our affiliates, our parent entities, and our and their respective owners, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any the Indemnified Parties for, all Losses (defined below) incurred as a result of a claim threatened or asserted or an inquiry made formally or informally, or a legal action, investigation, or other proceeding threatened or brought, by a third party and directly or indirectly arising out of or relating to: (i) the Franchise Business's operation; (ii) the business you conduct under this Agreement; (iii) your breach of this Agreement or any other agreement with us or our affiliates; (iv) your non-compliance or alleged non-compliance with any federal, state, or local law, ordinance, rule, or regulation, including those concerning the Franchise Business's design, operation, or employment or personnel practices (expressly including your compliance with wage and hour and other labor and employment laws), and including any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to employees; and/or (v) claims alleging either intentional or negligent conduct, acts, or omissions by you (or any of your employees, agents, or representatives) or by us or our affiliates (or any of our or their employees, agents, or representatives). You also agree to defend the Indemnified Parties (unless an Indemnified Party chooses to defend at your expense as provided in the following paragraph) against any and all such claims, inquiries, actions, investigations, and proceedings. However, you have no obligation to indemnify or hold harmless an Indemnified Party for any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's negligence or willful misconduct (so long as the claim to which those Losses relate is not

asserted on the basis of theories of vicarious liability—including Franchise Business and apparent Franchise Business—or our failure to compel you to comply with this Agreement).

For purposes of this indemnification and hold harmless obligation, “Losses” includes all obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that any Indemnified Party incurs. Defense costs include, without limitation, accountants’, arbitrators’, attorneys’, and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party, with its own counsel and at your expense, may defend and otherwise respond to and address any claim threatened or asserted or any inquiry made, or any action, investigation, or proceeding threatened or brought (instead of having you defend it with your counsel, as provided in the preceding paragraph), and, in cooperation with you, agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses you are solely responsible (except as provided in the last sentence of the preceding paragraph).

For the avoidance of all doubt, nothing in this Section 19.6 is intended to obligate any Indemnified Party to await the conclusion or resolution of a claim, inquiry, action, investigation, or proceeding before seeking to recover its aggregate Losses from you on account of the claim, inquiry, action, investigation, or proceeding. An Indemnified Party may seek to recover from you the Losses for which it is entitled to indemnification under this Section as often as it wishes on an as-incurred basis.

Your obligations in this Section 19.6 will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section 19.6. You agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 19.6.

#### **19.7 Cost of Enforcement or Defense**

If we incur costs and expenses to enforce our rights or your obligations under this Agreement because you have failed to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree to reimburse us for all costs and expenses we incur, including, without limitation, reasonable accounting, attorneys’, arbitrators’, and related fees. Your obligation to reimburse us arises whether or not we begin a formal legal proceeding against you to enforce this Agreement. If we do begin such a formal legal proceeding against you, the reimbursement obligation applies to all costs and expenses we incur preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has come to a complete end (including appeals and settlements).

**19.8 No Third -Party Beneficiaries.** Anything to the contrary notwithstanding, and except as



expressly set forth in Section 18, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Interim or Franchisee, and their respective permitted successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

19.9 Interim and Franchisee have each had ample opportunity to review this Agreement with their respective advisors prior to its execution, and this Agreement should therefore not be construed for or against either party.

19.10 This Agreement, all exhibits to this Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire, full and complete agreement and understanding between the parties with reference to the subject matter of this Agreement and supersedes any and all prior negotiations, undertakings, representations and agreements, no other representations, promises, assurances, warranties, covenants, “side-deals”, rights of first refusal, options or understandings other than those expressly contained in this Agreement. This Agreement supersedes all prior agreements, no other representations, promises, warranties, assurances, covenants, “side deals”, rights of first refusal options or understandings having induced you to execute this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim the representations made in Interim’s Franchise Disclosure Document furnished to you (the “FDD”). You acknowledge and agree that you are entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of your independent investigation of the franchise offered by us and not as a result of any representations about Interim or the Franchise Business made by us or our shareholders, officers, directors, employees, agents, representatives, independent contractors, attorneys or franchisees which are contrary to the terms set forth in this Agreement or the FDD.

You hereby acknowledge and further represent and warrant to us that:

19.10.1 You have placed no reliance on any oral or written statements, whether referred to as representations, warranties, inducements or otherwise, which are not contained in this Agreement or in the FDD;

19.10.2 You have entered into this Agreement after making an independent investigation of Interim’s operation and the franchise offered by us;

19.10.3 Interim has not made any guarantee or provided any assurance that the Franchise Business will be successful or profitable regardless of the fact that we may have approved of the location of the office of the Franchise Business;

19.10.4 You have (i) read this Agreement in its entirety and understands its contents, (ii) been given the opportunity to clarify any provisions that you did not understand, and (iii) had the opportunity to consult with professional advisors regarding the operation and effect of this Agreement and the operation of the Franchise Business;

19.10.5 You have, together with your advisors, sufficient knowledge and

experience in financial and business matters to make an informed decision with respect to the franchise offered by Interim; and

19.10.6 You have received a copy of Interim's Franchise Disclosure Document not later than the earlier of (i) 14 calendar days before execution of this Agreement, or (ii) 14 calendar days before you made any payment of any consideration to Interim.

Except as may have been disclosed in Interim's Franchise Disclosure Document, you represent and warrant to us that no claims, representations or warranties regarding the earnings, sales, profits, success or failure of the Franchise Business have been made to you, and no such claims, representations or warranties have induced you to enter into this Agreement.

*Signatures on the next page*

IN WITNESS WHEREOF, Interim and Franchisee have duly executed, sealed and delivered this Agreement on this day of \_\_\_\_\_.

**FRANCHISOR**

**INTERIM HEALTHCARE INC.**

**FRANCHISEE**

**[ENTITY NAME]**

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

By: \_\_\_\_\_  
Majority Shareholder

**OWNER NAME**

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

IN WITNESS WHEREOF, Majority Shareholder has executed this Agreement for the express purpose of being bound thereby with respect to the covenants and conditions of Sections 8, 10, 11, 12, 14, 16.2, 18.4 and 19.5 hereof, all on the date last above written.

By: \_\_\_\_\_  
Majority Shareholder

EXHIBIT A

**Interim**  
HEALTH CARE®

**EXHIBIT B**  
**PERSONAL GUARANTY**

IN CONSIDERATION of, and as an inducement for, Interim HealthCare, Inc. (“Franchisor”) entering into the Franchise Agreement to which this Guaranty is attached (the “Franchise Agreement”), the undersigned (“Guarantors”) hereby jointly and severally guarantee to the Franchisor, and to the Franchisor’s successors and assigns: (a) the timely payment of all franchise and other fees, charges, and interest provided for in the Franchise Agreement; (b) the timely performance of all of the provisions of the Franchise Agreement including the restrictions on competition imposed by Section 10 of the Franchise Agreement (and including all renewals of the Franchise Agreement, if any); restrictions on the sale of the franchise imposed by Section 14; (c) the forum selection clause in Section 18.4 of the Franchise Agreement; (d) the post-termination obligations in Section 16.2 of the Franchise Agreement; and (e) the obligation and responsibility of legal fees as set forth in Section 19.5. Guarantors further specifically agree to be individually bound by all covenants, obligations and commitments of the Franchisee contained in the Franchise Agreement to the same extent as if each of the Guarantors had individually executed the Franchise Agreement as the “Franchisee.”

Guarantors understand and agree that any modification of the Franchise Agreement, including any addendum or addenda thereto, or waiver by the Franchisor of the performance by the Franchisee of its obligations thereunder, or the giving by the Franchisor of any extension of time for the performance of any of the obligations of the Franchisee thereunder, or any other forbearance on the part of the Franchisor or any failure by the Franchisor to enforce any of its rights under the Franchise Agreement, including any addendum or addenda thereto, shall not in any way release Guarantors from liability hereunder or terminate, affect or diminish the validity of this Guaranty, except to the same extent, but only to such extent, that the liability or obligation of the Franchisee is so released, terminated, affected or diminished. Notice to Guarantors of any such modification, waver, extension or forbearance under the terms thereof is hereby waived.

Guarantors hereby waive any and all notice of default on the part of the Franchisee; waive exhausting of recourse against the Franchisee; and consent to any assignment of the Franchise Agreement, in whole or in part, that the Franchisor or its assignees may make. Guarantors agree to pay all costs, including reasonable attorneys’ fees, incurred by Franchisor to collect or otherwise enforce the terms of this Guaranty. This Guaranty has been delivered in the State of Florida, and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue in any action to enforce this Guaranty shall be in any state or federal court within the State of Florida in the judicial district where Franchisor has its principal place of business. Guarantors consent to the exercise of personal jurisdiction by any such court and waive any defense of lack of personal jurisdiction or improper venue.

**GUARANTORS**

\_\_\_\_\_  
[Name], Individually

\_\_\_\_\_  
[Name], Individually

[Name], Individually

[Name], Individually

**EXHIBIT B-1 AUTHORIZATION TO INITIATE  
DEBIT ENTRIES FOR FRANCHISE SERVICE FEES**

[Name], the undersigned franchisee, hereby authorizes Interim Healthcare, Inc, a Florida corporation, to initiate debit entries to the checking account indicated below at the depository identified below, hereinafter referred to as "Depository", to debit to such account the amount of such entry reflecting service fees and other amounts that become payable by the undersigned to Interim Healthcare, Inc.:

Depository

Name:

Depository Branch:

Depository Address:

City

State\_Zip

Routing Number:

Account

Name:

Account Number:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that:

This authorization is to remain in full force and effect until Interim Healthcare, Inc has received advance written notification of its termination from the undersigned in such manner as to afford Interim Healthcare, Inc. and Depository reasonable time and opportunity to act upon such notification.

IN WITNESS WHEREOF, this authorization has been executed on \_\_\_\_\_ .

FRANCHISEE (YOU):

By:

Name:

Title:

By:

Name:

Title:

## EXHIBIT C

### COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, [insert legal entity used on the lease] the undersigned (“Assignor”), doing business as Interim Healthcare of [insert territory/dba name], hereby assigns, transfers and sets over unto Interim Franchising, LLC, an Illinois limited liability company, with an address of 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, FL 33323 (“Assignee”) all of Assignor’s right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Schedule 1 (the “Lease”) respecting Premises at [insert address of leased space]. This agreement is for collateral purposes only and except as specified herein, Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment of the Lease unless Assignee takes possession of the Premises pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the Premises.

Upon a default by Assignor under the Lease or under the franchise agreement for a Interim Healthcare Franchise Business Program between Assignee and Assignor (the “Franchise Agreement”), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, or upon expiration or termination of the Franchise Agreement, Assignee will have the right and is hereby empowered to take possession of the Premises, expel Assignor therefrom, and, in such event, Assignor will have no further right, title or interest in the Lease.

Assignor agrees it will not allow or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it may elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that such option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting such extension or renewal.

[SIGNATURES AT END OF EXHIBIT]



## CONSENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the afore-described Lease hereby:

- a. Agrees to notify Assignee in writing at the address noted in the opening paragraph, of and upon the failure of Assignor to cure any default by Assignor under the Lease;
- b. Agrees that Assignee will have the right, but not the obligation, to cure any default by Assignor under the Lease within 30 days after delivery by Lessor of notice thereof in accordance with Paragraph (a) above;
- c. Consents to the foregoing Collateral Assignment and agrees that if Assignee takes possession of the Premises and confirms to Lessor the assumption of the Lease by Assignee as tenant thereunder, Lessor will recognize Assignee as tenant under the Lease, provided that Assignee cures within such 30-day period the defaults of Assignor under the Lease;
- d. Agrees that Assignee may further assign the Lease or its interest therein or sublet the Premises to a person, firm or corporation who is a Interim Healthcare Franchise Business Program franchisee who is reasonably acceptable to Lessor. In the case of an assignment, Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise. In the case of an assignment or sublease, this Consent and Agreement of Lessor will continue to apply with respect to any such subsequent Interim Healthcare Franchise Business Program franchisee.
- e. Scanned or facsimile signatures shall be binding as if original.

### ASSIGNOR / FRANCHISEE:

[insert legal entity / name on lease above]

By:

[Signature above]

Printed

Name:

Title:

(Affix Corporate Seal, if  
any) Date:

**ASSIGNEE/FRANCHISOR: INTERIM  
HEALTHCARE, INC.**

By:

Name:

Title:

(Affix Corporate Seal, if  
any) Date:

**LESSOR/LANDLORD:**

[Insert landlord legal entity/name above]

By:

[Signature above]  
Printed Name:

Title:

(Affix Corporate Seal, if any) Date:

## EXHIBIT D

### FRANCHISEE OWNERSHIP AND MANAGEMENT INFORMATION

1. Form of Entity.

a. Corporation. You were incorporated on \_\_\_\_\_, under the laws of the State of \_\_\_\_\_. You have not conducted business under any name other than your corporate name. The following is a list of all of your directors and officers as of \_\_\_\_\_.

Name of Each Director/Officer	Position(s) Held
_____	_____
_____	_____

b. Limited Liability Company. You are a limited liability company formed on \_\_\_\_\_, under the laws of the State of \_\_\_\_\_. You have not conducted business under any name other than your limited liability company name. The following is a list of all of your members as of \_\_\_\_\_.

**Name of Each Member**

**(Identify the Managing Member)**

---

2. Owners.

You and each of your owners represent and warrant that the following is a complete and accurate list of all your owners, including the full name and mailing address of each owner, and fully describes the nature and extent of each owner's interest in you. You and each owner—as to his or her ownership interest—represents and warrants that each owner is the sole and exclusive legal and beneficial owner of his or her ownership interest in you, free and clear of all liens, restrictions, agreements, and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

**Owner's Name and Address****Description of Interest, Including  
Percentage of Ownership Interest**

---

---

---

---

---

---

---

---

Submitted by you on \_\_\_\_\_ .  
\_\_\_\_\_, a \_\_\_\_\_ corporation/limited  
liability Franchisee

By:

Print Name:

Title:

By:

Print Name:

Title:

Owners:

---

Signature)

---

(Signature)

Print Name:

Print Name:

---

Signature)

---

(Signature)

Print Name:

Print Name:

Accepted by Interim Healthcare, Inc., and made a part of the Franchise Agreement as of \_\_\_\_\_ .

**INTERIM HEALTHCARE, INC.**

By: Name:

## **EXHIBIT E**

### **SITE SELECTION ADDENDUM**

Interim Healthcare, Inc (“we,” “us,” or “our”) and (“you”) have as of , , entered into the Agreement for the operation of an Interim Franchise providing and marketing personal care at home, supplemental medical staffing, and/or certified home healthcare or hospice services and medical services clients using our Licensed Marks and System (the “Franchise Business”) and desire to supplement its terms, as set forth below. The parties therefore agree as follows:

1. Within one hundred fifty (150) days after you receive notice of approval of the Agreement, you must obtain a site, at your expense, for the business franchised under the Agreement (the “Franchised Business”), which site we must approve as provided below. The site will be within the following territory:  
(the “Site Selection Territory”).

2. Your failure to obtain a site for the Franchise Business within the time required in Paragraph 1 will constitute a default under the Agreement and this Site Selection Addendum. Time is of the essence.

3. Prior to your acquisition by lease or purchase of a site for the Franchise Business, you must submit to us, in the form we specify, such information or materials we may reasonably require and a letter of intent or other evidence satisfactory to us confirming your favorable prospects for obtaining the proposed site. Recognizing that time is of the essence, you must submit a proposed site to us, together with the information and materials required by this Paragraph 3, for our approval within one hundred fifty (150) days after execution of this Site Selection Addendum. We will have ten (10) days after receiving such information and materials from you to approve or disapprove the site as a location for the Franchise Business. No proposed site will be deemed approved unless we have expressly approved it in writing.

4. We will grant you access to the Operations Manual, which outlines such site selection guidelines, consultation, and on-site evaluation we deem advisable as part of our evaluation of your request for site approval. We will not, however, provide on-site evaluation for any proposed site before we receive the information and materials required by Paragraph 3. If we deem on-site evaluation necessary and appropriate, we will conduct up to two (2) on-site evaluations at our cost. For each additional on-site evaluation (if any), you must reimburse our reasonable expenses, including, without limitation, the costs of travel, lodging, and meals.

5. If you occupy the Franchise Business premises under a lease, you must send us the lease for our written approval before you sign it. Our approval will be conditioned upon your execution of a Collateral Assignment of Lease in the form we prescribe and inclusion of the following terms and conditions:

- That the initial term of the office building lease will be for a minimum of one year, together with two one-year renewal terms, for a total of three years.
  - That the lessor consents to your use of such Licensed Marks and initial signage as we may prescribe for the Franchise Business;

- That use of the premises be restricted solely to the operation of the Franchise Business;
  - That you be prohibited from subleasing or assigning all or any part of your occupancy rights or extending the term of or renewing the lease without our prior written consent;
  - That the lessor provide us copies of any and all notices of default given to you under the lease;
  - That we (or our designee) have the right to enter the premises to make modifications necessary to protect the Licensed Marks or the System or to cure any default under the Agreement or under the lease;
  - That we (or our designee) have the option, upon default, expiration, or termination of the Agreement, and upon notice to the lessor, to assume all of your rights under the lease terms, including the right to assign or sublease.
- You must give us a copy of any executed lease and Collateral Assignment of Lease within ten (10) days after signing them.
  - After we have approved a site for the Franchise Business in writing and you have acquired the site pursuant to Paragraph 3, the site will constitute the Premises referred to in Section 1.4 of the Agreement.
  - You acknowledge and agree that our approval of a site does not constitute an assurance, representation or warranty of any kind, express or implied, as to the site's suitability for the Franchise Business or any other purpose. Our approval of the site indicates only that we believe the site complies with acceptable minimum criteria we establish solely for our purposes as of the time of the evaluation. Both parties to this Agreement acknowledge that application of criteria that have been effective with respect to other sites and premises may not predict the potential for all sites and that, after our approval of a site, demographic and/or economic factors included in or excluded from our criteria could change, thereby altering the site's potential. Such factors are unpredictable and beyond our control. We will not be responsible for the failure of a site we approve to meet your expectations as to revenue or operational criteria. You further acknowledge and agree that your acceptance of a franchise for the Franchise Business's operation at the site is based on your own independent investigation of the site's suitability.
  - This Site Selection Addendum constitutes an integral part of the Agreement between the parties and will control the subject matter it addresses. Except as modified or supplemented by this Site Selection Addendum, the Franchise Agreement's terms are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum on the day and year first above written.

**FRANCHISOR:**  
**INTERIM HEALTHCARE, INC**

Witness

By:  
Name:  
Title:

**FRANCHISEE (YOU):**

Witness

By:  
Name:  
Title:

By:  
Name:  
Title:

**EXHIBIT F**  
**AUTHORIZED AREA/TERRITORY MAP**



**EXHIBIT G**  
**ADD-ON SERVICE LINE ADDENDUM**

**ADD-ON SERVICE LINE ADDENDUM TO THE INTERIM HEALTHCARE  
FRANCHISE AGREEMENT**

This ADD-ON SERVICE LINE ADDENDUM (the “Addendum”) to the Interim HealthCare® Franchise Agreement is made and entered into on [Insert date] (“Addendum Effective Date”) by and between Interim HealthCare Inc. (“Franchisor,” “we,” “us” or “our”), and [Company Name], a [State] [Corporation or LLC] with an address [Address] (“Franchisee”); and (iii) [Franchisee Name], an individual with an address at [Franchisee] (“Guarantor”).

**BACKGROUND**

A. Franchisor offers franchises for the right to operate a business under the trade name INTERIM HEALTHCARE® using Interim systems within a defined territory offering the following service lines: 1) supplemental medical staffing, which includes the temporary services of health care personnel such as registered nurses; licensed practical nurses; nurse assistants; medical social workers; and physical, occupational and speech therapists to other health care providers and facilities; 2) personalized care at home, which includes the temporary services of personnel such as registered nurses, licensed practical nurses, home health aides; personal care aides; and companions to provide health care and support services directly to individuals; 3) health care related home medical equipment, products and supplies to individuals to whom the franchisee is providing health care services and 4) permanent placement services in health care related occupations to other health care providers and facilities (the “Primary Services”).

B. Franchisor may also offer to prospects who meet certain criteria and qualifications the opportunity to offer and provide: 1) hospice services including end of life care and support services to eligible patients and their families in their place of residence, using primarily licensed personnel such as physicians, registered nurses, licensed practical nurses and medical social workers, and other personnel such as bereavement, spiritual care and dietary counselors, volunteer coordinators, aides and companions, as well as pharmaceuticals and health care related home medical equipment, products and supplies to individuals to whom you are providing hospice services (“Hospice Services”); and/or 2) skilled nursing, physical, occupational and speech therapy and home health aide services associated with Medicare covered home health care (“Certified Home Health Services”) (collectively, “Home Health and Hospice Services”).

C. Franchisee and Franchisor entered into a franchise agreement on [Date] (the “Franchise Agreement”) pursuant to which Franchisee obtained the right and undertook the obligation to operate a Franchised Business offering and providing the Primary Services (the “Franchised Business”) within the Authorized Area defined in the Franchise Agreement (the “Authorized Area”).

D. Franchisee has expressed a desire to provide Hospice Services and/or Certified Home Health Services, as set forth more specifically in this Addendum (the “Add-On Service Line(s)”), and, at Franchisee’s request, Franchisor has agreed to permit Franchisee to offer, sell and provide the Add-On Service Line(s) in accordance with the terms of the Franchise Agreement and this Addendum.

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises contained in this Addendum and for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. **Background; Definitions.**

a. The parties agree and acknowledge that the Background portion of this Addendum, including all definitions and provisions set forth therein, is hereby incorporated by reference as if fully set forth in this Section.

b. For purposes of this Addendum, if a capitalized term in this Addendum is not specifically defined herein, that term will be given the same definition that the term is afforded in the Franchise Agreement.

2. **Add-On Services.** Subject to the terms and conditions of this Addendum, Franchisor hereby agrees that Franchisee may provide the below selected add-on services in addition to those Primary Services: (check all that apply)

☐ Hospice Services ☐ Certified Home Health Services

3. **Approved Service Lines.** Franchisee hereby agrees to provide the add-on service line(s) selected in Section 2 above (each an "Add-on Service Line" and collectively, the "Add-On Service Lines") in connection with the operation of the Franchised Business in the Authorized Area in accordance with the terms and conditions of the Franchise Agreement. The services Franchisee is permitted perform under the Franchise Agreement, are hereby amended to include the Add-On Service Line(s) (collectively, the "Approved Service Lines").

4. **Initial Franchise Fee.** In consideration of the rights granted to Franchisee under this Addendum, Franchisee shall pay to Franchisor an Initial Franchise Fee in the amount of \$[ ] immediately upon execution of this Addendum, which fee shall be deemed fully earned and non-refundable upon payment.

5. **Royalty and other Fees.**

a. If the Add-On Service Lines include Hospice Services, then, in addition to any other fees due under the Franchise Agreement, you agree that during the term of the Franchise Agreement and in consideration of the rights granted to you under this Addendum, you must pay to us a monthly Royalty Fee equal to 5.5% of all Hospice Sales (the "Hospice Royalty") on the second Friday of each month, for Hospice Sales which occurred in the previous calendar month. The term "Hospice Sales" means all sales exclusively related to services provided by a certified hospice, regardless of payer source, including without limitation, those provided to Medicare beneficiaries and Medicated recipients. You must submit weekly reports to us in the form and manner we designate for all Hospice Sales for the immediately preceding week. Notwithstanding anything contained in the Franchise Agreement to the contrary, you are not required to pay the Hospice Royalty on your first \$200,000 of Hospice Sales. On all Hospice Sales after the first \$200,000 in Hospice Sales, you must pay us the Hospice Royalty each month through the remainder of the term of the Franchise Agreement. You acknowledge and agree that Hospice Sales will be included in the definition of "sales" for purposes of calculating the Local Advertising expenditure requirement, Non-Compliance Fees and any other fees (other than Royalty fees which are addressed above) that are based on a percentage of sales.

b. If the Add-On Service Lines include Certified Home Health Services, then you must include all sales derived in connection with your provision of Certified Home Health Services in "sales" for purposes of calculating the Royalty payments and other recurring weekly percentage payments due pursuant to the Franchise Agreement, including, without limitation, pursuant to Section 11.1.2.

6. **Additional Training; Certifications, Licenses and Permits.** Prior to offering the Add-On Service Line(s), and within the time period designated by Franchisor, Franchisee must: (a) attend and complete, to Franchisor's satisfaction, and at Franchisee's sole cost and expense, any and all additional training programs Franchisor designates for the Add-On Service Line; (b) obtain and maintain (throughout

the term of the Franchise Agreement) all required licenses, certifications permits and approvals to offer and provide the Add-On Service Line(s) in connection with the operation of the Franchised Business in the Authorized Area, including, without limitation, Medicare certification from the federal government and, if applicable, a Certificate of Need; (c) make modifications designated by Franchisor to the office location within your Authorized Area; (d) hire a registered nurse (if required as a condition of licensure); (e) obtain and maintain such additional insurance coverage as Franchisor may designate, whether in the Operations Manual or such other written notification; (f) comply with Franchisor's designated EMR specifications; and (g) obtain and maintain a surety bond if required pursuant to applicable law.

**7. Start Date; Pre-Opening Conditions for the Add-On Service Lines; Additional Market Quota Requirements.** You must commence offering the Add-On Service Line(s) to the public no later than the earlier to occur of: (a) the Add-On Service Line Opening Date identified on the data sheet; or (b) the date the provider number has been issued for the certified business. To be approved to open, you must have (i) signed this addendum and paid all fees, (ii) completed to our satisfaction the Service Line Training program, including hiring and training any staff required to meet the regulatory requirements, and (iii) purchased and set-up, all required and equipment and supplies. We may communicate the required list to you in any manner we designate, including through the Operations Manuals. If you do not open with this time frame, at our discretion we may extend the start date or terminate this Addendum. You acknowledge and agree that, in addition to the Market Quota requirements set forth in the Franchise Agreement, you must comply with the additional Market Quota requirement for each of the Add-On Service Line(s) as set forth on Exhibit A to this Addendum.

**8. Release by Franchisee.** Franchisee and Guarantor, for themselves and all persons and entities claiming by, through, or under them, hereby release, acquit and forever discharge Franchisor and its present and former officers, employees, shareholders, directors, agents, servants, representatives, agents, affiliates, subsidiaries, franchisees, successors, and assigns (the "Franchisor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever, whether known or unknown, which they, by themselves, on behalf of, or in conjunction with any other person, persons, partnership or corporation, has, had or claims to have against the Franchisor Releasees as of the date of this Agreement, including those arising out of or related to the offer or sale of the Franchise Business or Franchise Agreement or the operation of the Franchise Business, as well as the parties' rights or obligations under the Franchise Agreement and any other agreement with the Franchisor Releasees. Franchisee and Guarantor represent and warrant that they have not assigned any of the claims released by this Agreement. Franchisee and Guarantor further represent and warrant that they will not initiate or assist or cooperate with any third party in connection with, an action or other proceeding against any Franchisor Releasees in connection with the claims released in this Section.

**9. Construction of Language.** The language of this Addendum will be construed according to its fair meaning, and not strictly for or against either party. The parties have had a reasonable opportunity to review this Addendum. In the event of an ambiguity or if a question of intent or interpretation arises, this Addendum shall be construed as if drafted jointly by all of the parties, and no presumptions or burdens of proof shall arise in favor of any party by virtue of the authorship of any of the provisions of this Addendum. Headings are for reference purposes and do not control interpretation.

**10. Multiple Copies or Counterparts of Agreement.** The original and one or more copies of this Addendum may be executed by one or more of the parties hereto. In such event, all of such executed copies shall have the same force and effect as the executed original and all of such counterparts taken together shall have the effect of a fully executed original.

**11. Entire Agreement.** The Franchise Agreement and this Addendum constitute the entire, full, and complete agreement between the parties with respect to the subject matter contained herein and supersede any and all prior agreements. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, the terms of this Addendum shall control. Except as amended by this Addendum, all the other terms and conditions of the Franchise Agreement are hereby ratified and

confirmed, including the provisions related to governing law, attorneys' fees and costs, venue, and dispute resolution, all of which will also apply to any claims, causes of action or disputes arising out of or related to this Addendum.

**IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Addendum on the date first written above.**

FRANCHISOR: INTERIM HEALTHCARE, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

FRANCHISEE: [Franchisee]

By: \_\_\_\_\_  
[Legal Name]  
Its Authorized Representative

## **Exhibit A: Additional Market Quota Requirements**

### Certified Home Health Market Quota:

In addition to the Market Quota Franchisee is obligated to satisfy pursuant to Section 12 of the Franchise Agreement, Franchisee shall also meet the following Certified Home Health sales quotas: Franchisee's Certified Home Health sales quotas ("CHH Quotas") for each calendar year shall be a percentage of the annual CHH Market Quota. The annual CHH Market Quota will be between \$1,250,000 to \$1,500,000, as we designate on the Addendum Effective Date.

First Calendar Year beginning after the Opening Date:	10% of the CHH Market Quota
Second Calendar Year beginning after the Opening Date:	20% of the CHH Market Quota
Third Calendar Year beginning after the Opening Date:	30% of the CHH Market Quota
Fourth Calendar Year beginning after the Opening Date:	40% of the CHH Market Quota
Fifth Calendar Year beginning after the Opening Date:	50% of the CHH Market Quota
Sixth Calendar Year beginning after the Opening Date:	60% of the CHH Market Quota
Seventh Calendar Year beginning after the Opening Date:	70% of the CHH Market Quota
Eighth Calendar Year beginning after the Opening Date:	80% of the CHH Market Quota
Ninth Calendar Year beginning after the Opening Date:	90% of the CHH Market Quota
Tenth Calendar Year beginning after the Opening Date:	100% of the CHH Market Quota

If your gross sales from Certified Home Health Services (the "CHH Gross Sales") for any calendar year are less than the CHH Quota for such calendar year, you shall pay to Interim a sum equal to the difference between your CHH Gross Sales for such calendar year and the designated CHH Market Quota for such calendar year, multiplied by 4.5% (the "CHH Deficiency"). You must pay the CHH Deficiency within 30 days after the date you receive written notice from Interim. Failure to pay the CHH Deficiency to Interim within this thirty-day period constitutes a material default under the terms of the Franchise Agreement.

### Hospice Market Quota:

In addition to the Market Quota Franchisee is obligated to satisfy pursuant to Section 12 of the Franchise Agreement, Franchisee shall also meet the following Hospice sales quotas: Franchisee's Hospice sales quotas ("Hospice Quotas") for each calendar year shall be a percentage of the annual Hospice Market Quota. The annual Hospice Market Quota will be between \$1,250,000 to \$1,500,000, as we designate on the Addendum Effective Date.

Franchisee's Hospice Quotas shall be as follows:

First Calendar Year beginning after the Opening Date:	10% of the Hospice Market Quota
Second Calendar Year beginning after the Opening Date:	20% of the Hospice Market Quota
Third Calendar Year beginning after the Opening Date:	30% of the Hospice Market Quota
Fourth Calendar Year beginning after the Opening Date:	40% of the Hospice Market Quota
Fifth Calendar Year beginning after the Opening Date:	50% of the Hospice Market Quota
Sixth Calendar Year beginning after the Opening Date:	60% of the Hospice Market Quota
Seventh Calendar Year beginning after the Opening Date:	70% of the Hospice Market Quota
Eighth Calendar Year beginning after the Opening Date:	80% of the Hospice Market Quota
Ninth Calendar Year beginning after the Opening Date:	90% of the Hospice Market Quota
Tenth Calendar Year beginning after the Opening Date:	100% of the Hospice Market Quota

If your gross sales from Hospice Services (the “Hospice Gross Sales”) for any calendar year are less than the Hospice Market Quota for such calendar year, you shall pay to Interim a sum equal to the difference between your Hospice Gross Sales for such calendar year and the designated Hospice Market Quota for such calendar year, multiplied by 5.5% (the “Hospice Deficiency”). You must pay the Hospice Deficiency within 30 days after the date you receive written notice from Interim. Failure to pay the Hospice Deficiency to Interim within this thirty-day period constitutes a material default under the terms of the Franchise Agreement.

## EXHIBIT I

### **PRE-CLOSING ACKNOWLEDGMENT** **INTERIM HEALTHCARE, INC FRANCHISE AGREEMENT**

**THIS DOCUMENT SHALL NOT BE SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE FRANCHISE IS SUBJECT TO THE STATE FRANCHISE REGISTRATION/DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

As you know, you and we are entering into a Franchise Agreement for the operation of an Interim Healthcare Franchise. The purpose of this Acknowledgment is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

#### **Acknowledgments and Representations.**

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Agreement? Check one: ☐ Yes ☐ No. If no, please comment:
2. Have you studied and carefully reviewed our Disclosure Document and Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment:
3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one ☐ Yes ☐ No. If no, please comment:
4. Was any oral, written, or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document? Check one: ☐ No ☐ Yes. If yes, please state in detail the oral, written, or visual claim or representation:
5. Did any employee or other person speaking on behalf of Interim Interim Healthcare, Inc make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Interim Healthcare, Inc. location or business, or the likelihood of success at your franchised business? Check one: ☐ No ☐ Yes. If yes, please state in detail the oral, written or visual claim or representation:



6. Did any employee or other person speaking on behalf of Interim Healthcare, Inc make any statement or promise regarding the costs involved in operating a franchise that is contrary to, or different from, the information contained in the Disclosure Document? Check one: ☐ Yes ☐ No. If yes, please comment: \_\_\_\_\_
- 
7. Do you understand that the estimated initial investment range outlined in Item 7 of the Disclosure Document includes only 90 days of operating expenses for the first Franchise Business you open and does not include additional working capital for accounts receivables or incremental working capital needed for opening additional agencies? Check one: ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_
- 
8. Except as stated in Item 19, did any employee or other person speaking on behalf of Interim Healthcare, Inc make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Interim Healthcare, Inc location or business, or the likelihood of success at your franchised business? Check one: ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation: \_\_\_\_\_
- 
9. Do you understand that the franchise granted is for the right to develop an Interim Healthcare Franchise in a certain Territory and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations as explained in more detail in the Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_
- 
10. Do you understand that the Agreement and Disclosure Document contain the entire agreement between you and us concerning your Interim franchise rights, meaning that any prior oral or written statements not set out in the Agreement or Disclosure Document will not be binding? Check one: ☐ Yes ☐ No. If no, please comment: \_\_\_\_\_
6. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) and that an injunction is an appropriate remedy to protect the interest of Interim Healthcare, Inc's Franchise system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly such that any actions in violation of the covenants by those holding any interest

in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one ( ) Yes ( ) No. If no, please comment:

11. On the receipt pages of your Disclosure Document you identified \_\_\_\_\_ as the franchise sellers involved in this franchise sales process. Are the franchise sellers identified above the only franchise sellers involved with this transaction? Check one ( ) Yes ( ) No. If no, please identify any additional franchise sellers involved with this transaction:

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

**NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.**

Signed:  
Print Name:  
Date:

Signed:  
Print Name:  
Date:

APPROVED ON BEHALF OF INTERIM  
HEALTHCARE, INC

By:  
Name:  
Title:



**EXHIBIT B**  
**ADDITIONAL DISCLOSURES REQUIRED**  
**BY CERTAIN STATES**

## **INTERIM HEALTHCARE CALIFORNIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the Franchise Disclosure Document for Interim HealthCare Inc. in connection with the offer and sale of franchises for use in the State of California shall be amended to include the following:

1. Item 3, “Litigation,” shall be amended by the addition of the following paragraphs:

Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of *nolo contendere*.

Neither we, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, *et seq.*) suspending or expelling such person from membership in such association or exchange.

2. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

The following notice is required to be inserted in this Disclosure Document by the state of California whenever an applicable provision is included in a Franchise Agreement. We reserve the right to attempt to enforce all of the provisions listed below in which we indicate that “this provision may not be enforceable under California law.”

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

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

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

The Franchise Agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

California Corporations Code, Section 31125, requires the franchisor to give the franchisee a Disclosure Document, approved by the Department of Corporations, prior to a solicitation of a proposed material modification of an existing franchise.

California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with

any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 2010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

3. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-31516, and the California Franchise Relations Act, Cal Bus. & Prof. Code §§20000-20043, are met independently without reference to this Addendum.

## **ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED BY THE STATE OF CALIFORNIA**

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

You must sign a general release if you renew or transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

THE FRANCHISE AGREEMENT REQUIRES APPLICATION OF THE LAW OF FLORIDA AND A FORUM OF BROWARD COUNTY, FLORIDA. THESE PROVISIONS MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW.

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

The Franchise Agreement requires non-binding mediation at our option. The mediation will occur at Franchisor's headquarters (currently in Sunrise, Florida). Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Mediation Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written.

### **FRANCHISOR**

**INTERIM HEALTHCARE INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### **FRANCHISEE**

**[NAME]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**INTERIM HEALTHCARE  
HAWAII ADDENDUM TO THE FRANCHISE AGREEMENT**

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, the parties to the attached Interim HealthCare Inc. Franchise Agreement (the “Agreement”) agree as follows:

1. Section 16, relating to Obligations Upon Termination, shall be amended by the addition of the following new paragraph 16.4, which shall be considered an integral part of the Agreement:

16.4 Notwithstanding anything to the contrary in this Section 16, Company shall comply with Hawaii law which currently requires that Company compensate Franchisee upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Company, or a supplier designated by Company. Personalized materials which have no value to the Company need not be compensated for. If Company refuses to renew a franchise for the purpose of converting Franchisee’s business to one owned and operated by Company, Company, in addition, must compensate Franchisee for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Franchisee’s inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq.*, are met independently without reference to this amendment.

**INTERIM HEALTHCARE, INC.**

**FRANCHISEE**

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

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

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

Date Signed:\_\_\_\_\_



**INTERIM HEALTHCARE  
ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. Section 705/1 through 705/44 the Franchise Disclosure Document for use in the State of Illinois shall be amended as follows:

The following are revisions to Item 17 of the disclosure document:

The Illinois Franchise Disclosure Act governs the franchise agreement between the parties to this franchise. The conditions under which the franchise can be terminated and the rights upon non-renewal may be affected and are governed by Illinois Compiled Statutes 1992, Chapter 815, Section 705/19 through 705/20.

With respect to any agreement executed and operational in the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority of the Illinois Franchise Disclosure Act.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside of Illinois is void. However, a franchise agreement may provide for mediation in a venue outside of Illinois.

Any releases and/or waivers that we require you to sign must conform with Section 41, Waivers Void, of the Illinois Franchise Disclosure Act of 1987 which states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.”

The time frame to cure defaults, excluding defaults for safety or security issues, will be 30 days.

**INTERIM HEALTHCARE  
ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF ILLINOIS ARE HEREBY AMENDED AS FOLLOWS:**

1. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of Illinois is void."
2. The conditions under which the Franchised Business may be terminated and the Franchisee's rights upon non-renewal are governed by Illinois Compiled Statutes 1992, Chapter 815, Section 705/18 through 705/20.
3. With respect to any agreement executed and operational in the State of Illinois, any governing law or choice of law clause granting authority to a state other than Illinois is hereby amended to grant authority of the Illinois Franchise Disclosure Act.
4. Nothing in Section 18 of the Franchise Agreement shall limit or prevent the enforcement of any cause of action otherwise enforceable in Illinois or arising under the Illinois Franchise Disclosure Act.
5. Section 18 of the Franchise Agreement is amended to comply with Section 27, Periods of Limitation, of the Act to allow any and all claims and actions arising out of or relating to the Franchise Agreement, the relationship of Franchisor and Franchisee, or Franchisee's operation of the Franchised Business to be commenced within 3 years from the occurrence of the facts giving rise to such claim or action, within 1 year after Franchisee becomes aware of the facts or circumstances indicating Franchisee may have a claim for relief, or 90 days after delivery to Franchisee of a written notice disclosing the violation.
6. Section 18 of the Franchise Agreement is amended by changing the time frame to cure defaults, excluding defaults for safety or security issues, to 30 days.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**INTERIM HEALTHCARE, INC.**

**FRANCHISEE**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**INTERIM HEALTHCARE  
INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE  
STATE OF INDIANA ARE HEREBY AMENDED AS FOLLOWS:**

1. Any franchise agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any franchisee to institute a civil action or initiate proceedings within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in the Franchise Agreement.
2. In compliance with Indiana Code section 23-2-2.7-1(9), any provisions in the Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be limited to a geographic area not greater than the territory granted in the Franchise Agreement and shall be construed in accordance with Indiana Code section 23-2-2.7-1(9).
3. Indiana Code section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.
4. Indiana Code section 23-2.2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable. To the extent that any provision of the Franchise Agreement conflicts with Indiana Code section 23-2-2.7-1 (10), Indiana law will control.
5. Indiana Code sections 23-2-2.7-1 (1) and 23-2-2.5-30 impose different time limitations for litigation brought for breach of the Agreement or violation of Indiana law in connection with the Agreement. To the extent that any provision of the Agreement conflicts with Indiana law, Indiana law will control.
6. In compliance with Indiana Code section 23-2-2.7-1 (10), any inference contained in the Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief shall, when applicable to a Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted, understood to mean and replaced with the words "may seek."
7. Indiana Code sections 23-2-2.5 and 23-2-2.7 supersede the choice of law clauses of the Franchise Agreement.
8. Indiana Code section 23-2.2.7-1 makes it unlawful for a franchisor to terminate a franchise without good cause or to refuse to renew a franchise on bad faith.
9. In compliance with Indiana Code section 23-2-2.7-1 (5), any requirement that the Franchisee must execute a release upon termination of the Franchise Agreement shall not be mandatory and is hereby made discretionary. However, Franchisee shall execute all other documents necessary to fully rescind all agreements between the parties.  
The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**INTERIM HEALTHCARE, INC.**

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**FRANCHISEE**

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**INTERIM HEALTHCARE  
MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg., §§ 14-201 through 14-233, the parties to the attached Interim HealthCare Inc. Franchise Agreement (the “Agreement”) agree as follows:

1. The Agreement is hereby amended so as to include the following provision:

Any general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 18 of the Agreement, relating to “Dispute Resolution,” shall be amended to include the following language:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

3. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

4. Section 19.7 of the Franchise Agreement is hereby deleted in its entirety.

5. The following language is hereby deleted from Section 19.8 of the Franchise Agreement:

Franchisee acknowledges and agrees that Franchisee is entering into this Agreement, and all ancillary agreements contemporaneously with this Agreement, as a result of Franchisee’s independent investigation of the franchise offered by Company and not as a result of any representations about Company or the Franchise Business made by Company or its shareholders, officers, directors, employees, agents, representatives, independent contractors, attorneys or franchisees which are contrary to the terms set forth in this Agreement or any franchise disclosure document, offering circular, prospectus, or other similar document required or permitted to be given to Franchisee pursuant to applicable law. Franchisee hereby acknowledges and further represents and warrants to Company that:

(a) Franchisee has placed no reliance on any oral or written statements, whether referred to as representations, warranties, inducements or otherwise, which are not contained in this Agreement or in Company’s Franchise Disclosure Document furnished to Franchisee;

(b) Franchisee has entered into this Agreement after making an independent investigation of Company’s operation and the franchise offered by Company;

(c) Company has not made any guarantee or provided any assurance that the Franchise Business will be successful or profitable regardless of the fact that Company may have approved of the location of the office of the Franchise Business;

(d) Franchisee has (i) read this Agreement in its entirety and understands its contents, (ii) been given the opportunity to clarify any provisions that Franchisee did not understand, and (iii) had the opportunity to consult with professional advisors regarding the operation and effect of this Agreement and the operation of the Franchise Business;

(e) Franchisee has, together with its advisors, sufficient knowledge and experience in financial and business matters to make an informed decision with respect to the franchise offered by the Company; and

(f) Franchisee has received a copy of Company's Franchise Disclosure Document not later than the earlier of (i) 14 calendar days before execution of this Agreement, or (ii) 14 calendar days before Franchisee made any payment of any consideration to Company.

Except as may have been disclosed in Company's Franchise Disclosure Document, Franchisee represents and warrants to Company that no claims, representations or warranties regarding the earnings, sales, profits, success or failure of the Franchise Business have been made to Franchisee, and no such claims, representations or warranties have induced Franchisee to enter into this Agreement.

6. The following language is added to the Franchise Agreement:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. The Agreement is hereby amended so as to include the following provision:

All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

**INTERIM HEALTHCARE, INC.**

**FRANCHISEE**

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

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

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**INTERIM HEALTHCARE**  
**MARYLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

Item 17 of the disclosure document shall be amended as follows:

The general release required as a condition of the renewal, sale, and/or assignment/transfer of an existing franchise by a franchisee shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires the franchisor to file an irrevocable consent to be sued in Maryland. Accordingly, the Summary of the Choice of Forum (provision (v.)) is amended to provide that you may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction within the State of Maryland.

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

Termination upon bankruptcy may not be enforceable under Federal Bankruptcy Law, 11 U.S.C. Section 101 et seq.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**INTERIM HEALTHCARE  
MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Interim HealthCare Inc. Franchise Agreement (the “Agreement”) agree as follows:

1. Section 3 of the Agreement, relating to Proprietary Information, shall be amended by the addition of the following new paragraph 3.3:

3.3 Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), Company is required to protect any rights Franchisee may have to Company’s Proprietary Marks.

2. Section 13 of the Agreement, relating to Term; Renewal, shall be amended by the addition of the following new paragraph 13.3:

13.3 Franchisee shall execute a general release, in a form prescribed by Company, of any and all claims against Company and its subsidiaries and affiliates, and their respective officers, directors, agents, and employees, excluding only such claims as Franchisee may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

3. Section 13 of the Agreement, relating to Term; Renewal, shall be supplemented by the addition of the following new paragraph 13.4:

13.4 Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days’ notice of non-renewal of the Franchise Agreement.

4. Section 14 of the Agreement, relating to Sale of Franchise, shall be amended by the addition of the following new paragraph 14.4:

14.4 The transferor shall have executed a general release under seal, in a form satisfactory to Company, of any and all claims against Company and its officers, directors, shareholders and employees, in their corporate and individual capacities, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

5. Section 14 of the Agreement, relating to Sale of Franchise, shall be supplemented by the addition of the following new paragraph 14.5:

14.5 Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. §80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.



6. Section 15 of the Agreement, relating to Termination by Company, shall be supplemented by the following new paragraph 15.4:

15.4 Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

7. Section 18 of the Agreement, relating to Dispute Resolution, shall be amended to include the following language:

Nothing herein contained shall bar Company's right to seek injunctive relief against threatened conduct that will cause it loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.

Franchisee shall pay to Company all damages, costs, and expenses, including all court costs, arbitration costs, and reasonable attorney's fees, incurred by Company in successfully enforcing any provision of this Agreement, including, but not limited to the seeking of injunctive relief.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

8. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.
9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

**INTERIM HEALTHCARE, INC.**

**FRANCHISEE**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**INTERIM HEALTHCARE  
NEW YORK ADDENDUM TO THE FRANCHISE AGREEMENT**

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Interim HealthCare Inc. Franchise Agreement (the “Agreement”) agree as follows:

1. Section 10 of the Agreement, relating to Restrictive Covenants, shall be supplemented by the following paragraph (h):

(h) Franchisee acknowledges that Franchisee’s violation of the terms of this Section 10 would result in irreparable injury to Company for which no adequate remedy at law may be available, and Franchisee accordingly agrees that Company may seek an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section 10.

2. Section 13 of the Agreement, relating to Term and Renewal, shall be amended by the addition of the following new paragraph 13.3:

13.3 Franchisee shall execute a general release, in a form prescribed by Company, of any and all claims against Company and its affiliates, and their respective officers, directors, agents, and employees, provided, however, that all rights enjoyed by Franchisee and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

3. Section 14 of the Agreement, relating to Sale of Franchise, shall be amended by the addition of the following new paragraph 14.4:

14.4 The transferor shall have executed a general release, in a form satisfactory to Company, of any and all claims against Company and its officers, directors, agents, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

4. Section 18 of the Agreement, relating to Dispute Resolution, shall be supplemented with the following language:

Nothing herein contained shall bar Company’s right to seek injunctive relief against threatened conduct that shall cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

5. Section 18 of the Agreement, relating to Dispute Resolution, shall be supplemented by the addition of the following language:

Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

6. There are circumstances in which an offering made by Company would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Franchisee is domiciled in or the franchise will be opening in New York. Company is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

**INTERIM HEALTHCARE, INC.**

**FRANCHISEE**

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

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

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**INTERIM HEALTHCARE**  
**NEW YORK STATE DEPARTMENT OF HEALTH ADDENDUM TO THE FRANCHISE AGREEMENT**

This Addendum constitutes an amendment to the Franchise Agreement and is attached to such Franchise Agreement at the date of its execution. It is the intent of the parties that the terms and conditions set forth in this Addendum shall supersede any terms or conditions in the Franchise Agreement which are inconsistent with the terms and conditions contained herein.

WHEREAS, the parties have entered into the Franchise Agreement for the purpose of enabling Franchisee to operate an Interim Healthcare franchise and business within a specified geographical area within the State of New York; and

WHEREAS, the Franchise Agreement sets forth the rights and obligations of each party to the other; and

WHEREAS, the New York State Department of Health has requested that Company amend its franchise agreements in the State of New York in such a manner as to assure that the terms of the Franchise Agreement will not be in conflict with Franchisee's duties and obligations as a licensed Home Care Services Agency under Article 36 of the New York Public Health Law and regulations promulgated thereunder; and

WHEREAS; Company is willing to consent to the amendments herein contained.

NOW THEREFORE, the parties hereto agree as follows:

1. Notwithstanding anything to the contrary contained in Section 8.5 of the Franchise Agreement, Franchisee agrees to adopt and utilize the policies, procedures and standards of Company, provided however:
  - (a) that such policies, procedures and standards are consistent with the requirements of Article 36 of the New York Public Health Law and regulations promulgated thereunder;
  - (b) that Franchisee retains authority to adopt and implement such different policies , procedures and standards as may be necessary to comply with applicable statutory and regulatory requirements of Article 36 of the New York Public Health Law;
  - (c) that Franchisee may adopt and implement policies, procedures and standards which exceed the minimum requirements of Company and shall notify Company thereof; and
  - (d) that the responsibilities of Franchisee's governing authority are in no way lessened by entering into the Franchise Agreement and that the governing authority has full legal authority over the operation and management of Franchisee.
2. Franchisee shall obtain from each person accepted as a Home Care Services Agency patient by Franchisee a general consent to the release of patient's medical records by Franchisee to Company.

3. Notwithstanding anything to the contrary contained in Section 10 of the Franchise Agreement, Company shall not prevent or seek to prevent Franchisee from complying with its obligation to allow the New York Department of Health access to any records, standards, policies or procedures as required by Article 36 of the New York Public Health Law and regulations promulgated thereunder.
4. Notwithstanding anything to the contrary contained in Section 15 of the Franchise Agreement, the parties hereto recognize and agree that any change in the operator of a licensed Home Care Services Agency within the state of New York requires the prior approval of the New York Public Health Council.
5. Franchisee recognizes and agrees to comply with the requirements of Article 36 of the New York Public Health law and regulations promulgated thereunder regarding discontinuance of services and obtaining prior approval for change of ownership.
6. The Franchise Agreement as hereby amended is the sole franchise agreement between the parties hereto relating to the geographic service area that is covered by the Franchise Agreement.
7. Except as herein amended, the Franchise Agreement is hereby ratified and confirmed.

**INTERIM HEALTHCARE, INC.**

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**FRANCHISEE**

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**INTERIM HEALTHCARE**  
**NORTH DAKOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Interim HealthCare Inc. shall be amended by the addition of the following language:

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

- A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
- B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
- C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
- H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
- I. Limitation of Claims: Franchise agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

**INTERIM HEALTHCARE  
NORTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Agreement for Interim HealthCare Inc. shall be amended by the addition of the following Section 20:

20. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:

- A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
- B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
- C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
- H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
- I. Limitation of Claims: Franchise agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

**[SIGNATURES ON FOLLOWING PAGE]**

**INTERIM HEALTHCARE, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FRANCHISEE**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



**INTERIM HEALTHCARE**  
**RHODE ISLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

For franchises and franchisees subject to the Rhode Island statutes and regulations, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document.

Item 17:

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

**INTERIM HEALTHCARE  
RHODE ISLAND ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF RHODE ISLAND ARE HEREBY AMENDED AS FOLLOWS:**

1. Pursuant to the Rhode Island Franchise Investment Act, the choice of jurisdiction and venue provisions of this Franchise Agreement shall be governed by Section 19-28.1-14 of the Act.
2. Pursuant to Section 19-28.1-15 of the Act, any condition, stipulation or provision in this Franchise Agreement requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this Act or a rule or order under this Act is void. An acknowledgment, provision, disclaimer or integration clause or a provision having a similar effect in the Franchise Agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**INTERIM HEALTHCARE, INC.**

**FRANCHISEE**

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

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

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**INTERIM HEALTHCARE**  
**SOUTH DAKOTA ADDENDUM TO THE FRANCHISE AGREEMENT**

1. Neither the franchisor nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the ten (10)-year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.
2. Although the Franchise Agreement requires all arbitration proceedings to be held where the American Arbitration Association designates, the site of any arbitration started pursuant to the Franchise Agreement will be at a site mutually agreed upon by you and us.
3. We may not terminate the Franchise Agreement for a breach, for failure to meet performance and quality standards and/or for failure to make royalty payments unless you receive thirty (30) days prior written notice from us and you are provided with an opportunity to cure the defaults. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.
4. The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern; but as to contractual and all other matters, the Franchise Agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of Florida.
5. Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.
6. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

**INTERIM HEALTHCARE, INC.**

**FRANCHISEE**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**INTERIM HEALTHCARE**  
**VIRGINIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

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

Additional Disclosure: The following statements are added to Item 17:

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

**INTERIM HEALTHCARE  
WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.
2. In any litigation involving a franchise purchased in Washington, the litigation site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the litigation, or as determined by the judge.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, shall prevail.
4. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

**INTERIM HEALTHCARE  
WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WASHINGTON ARE HEREBY AMENDED AS FOLLOWS:**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

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

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

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

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**INTERIM HEALTHCARE, INC.**

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**FRANCHISEE**

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**INTERIM HEALTHCARE  
WISCONSIN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

**NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF WISCONSIN**

IN THE STATE OF WISCONSIN CHAPTER 135 OF THE WISCONSIN FAIR DEALERSHIP LAW GOVERNS THIS AGREEMENT. YOU MAY WANT TO REVIEW THIS LAW.

For franchises and franchisees subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Franchise Disclosure Document.

Item 17:

For Wisconsin Franchisees, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and Franchisee inconsistent with the Law.



**INTERIM HEALTHCARE  
WISCONSIN ADDENDUM TO THE FRANCHISE AGREEMENT**

**ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE  
STATE OF WISCONSIN ARE HEREBY AMENDED AS FOLLOWS:**

The Franchisor and Franchisee hereby acknowledge that the Franchise Agreement shall be governed by The Wisconsin Fair Dealership Law (Wisconsin Statutes, 1979-1980, Title XIV-A, Chapter 135, Sections 135.01 through 135.07) which makes it unlawful for a franchisor to terminate, cancel or fail to renew a franchise without good cause, as well as providing other protections and rights to franchisees. To the extent anything in the Franchise Agreement is contrary to the laws in the State of Wisconsin, said laws shall prevail.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

**INTERIM HEALTHCARE, INC.**

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**FRANCHISEE**

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date Signed:\_\_\_\_\_

**EXHIBIT C**

**BUSINESS ASSOCIATE AGREEMENT**

## **Business Associate Agreement**

THIS AGREEMENT ("Agreement") is made and entered into by and between \_\_\_\_\_ (hereinafter called "PROVIDER"), a \_\_\_\_\_ corporation, with its principal place of business located at \_\_\_\_\_, and INTERIM HEALTHCARE INC. (hereinafter called "BUSINESS ASSOCIATE"), a Florida corporation, with its principal place of business located at 1551 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

### **Recitals**

- A. BUSINESS ASSOCIATE performs, or assists in the performance, of a function or activity or provides services of a type for PROVIDER that makes BUSINESS ASSOCIATE a "business associate" for purposes of the HIPAA privacy regulations.
- B. PROVIDER will disclose protected health information to BUSINESS ASSOCIATE in conjunction with the function, activity, or services performed or provided by BUSINESS ASSOCIATE.
- C. PROVIDER will disclose electronic protected health information to BUSINESS ASSOCIATE in conjunction with the function, activity, or services performed or provided by BUSINESS ASSOCIATE.
- D. PROVIDER and BUSINESS ASSOCIATE desire to enter into an agreement as required by the HIPAA privacy and security regulations to provide satisfactory assurance to PROVIDER that BUSINESS ASSOCIATE will appropriately safeguard protected health information disclosed to it by PROVIDER.

### **Agreement**

NOW THEREFORE, PROVIDER and BUSINESS ASSOCIATE agree as follows:

- (1) **Definitions.** All terms and phrases in this Agreement shall have the same meanings as defined in 45 CFR §160 and §164, subparts A, C, D, and E. Without limiting the generality of the foregoing, as used in this Agreement, the following terms shall have the following meanings:
  - (a) "HIPAA privacy regulations" shall mean the regulations at 45 CFR §160 and §164, subparts A and E.
  - (b) "HIPAA security regulations" shall mean the regulations at 45 CFR §160 and 164, subpart C.
  - (c) "HIPAA Breach Notification Rule" shall mean the regulations at 45 CFR §164, subpart D.
  - (d) "HIPAA Rules" shall mean the HIPAA privacy regulations, the HIPAA security regulations, the HIPAA Breach Notification Rule, and the HIPAA enforcement rule at 45 CFR §160, subpart C.
  - (e) "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("HHS") or any other officer or employee of HHS to whom the authority involved

has been delegated.

- (f) “Protected health information” shall mean individually identifiable health information regardless of whether it is maintained in electronic or non-electronic form.
  - (g) “Electronic protected health information” shall mean individually identifiable health information that is transmitted by or maintained in electronic media. It includes devices in computers and any removable/transportable digital memory medium. Transmission media include the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and physical movement of removable/transportable media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
  - (h) “Security incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (2) **Restriction on Use and Disclosure of Protected Health Information.** Except as permitted or required by this Agreement or as required by law, BUSINESS ASSOCIATE shall not use, de-identify, or further disclose any protected health information disclosed or otherwise made available to it by PROVIDER.
- (3) **Authorized Uses and Disclosures.** Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE is hereby authorized to use and disclose protected health information for the following purposes:
- (a) **Generally.** BUSINESS ASSOCIATE may use or disclose protected health information on behalf of, or to provide services to, PROVIDER for the following purposes, if such use or disclosure of protected health information would not violate the HIPAA privacy regulations if done by PROVIDER or the minimum necessary policies and procedures of PROVIDER:

BUSINESS ASSOCIATE may use or disclose protected health information as required to satisfy its obligations under any Interim Healthcare franchise agreement heretofore or hereafter executed between BUSINESS ASSOCIATE and PROVIDER, and all related agreements.
  - (b) **Management and Administration.** BUSINESS ASSOCIATE may use and disclose protected health information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCIATE, provided:
    - (1) The disclosure is required by law; or,
    - (2) BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person will immediately notify BUSINESS ASSOCIATE of

any instances of which it is aware in which the confidentiality of the information has been breached.

- (c) **Data Aggregation Services.** BUSINESS ASSOCIATE may use and disclose protected health information to provide data aggregation services relating to the health care operations of PROVIDER.
- (d) **Violations of Law.** BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

(4) **BUSINESS ASSOCIATE'S Obligations.**

- (a) **Representation and Acknowledgment.** BUSINESS ASSOCIATE represents that it has complied and will comply with the requirements of the HIPAA Rules applicable to it and acknowledges that it is aware that it is subject to the tiered civil and criminal penalties of section 1176 and 1177 of the Social Security Act.
- (b) **Safeguards.** BUSINESS ASSOCIATE shall use appropriate safeguards, and comply, where applicable, with the HIPAA security regulations with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as permitted or required by this Agreement or as required by law.
- (c) **Security of Electronic Protected Health Information.** BUSINESS ASSOCIATE shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of PROVIDER.
- (d) **Reporting.** BUSINESS ASSOCIATE shall report to PROVIDER any use or disclosure of protected health information not permitted by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by the HIPAA Breach Notification Rule. Furthermore, BUSINESS ASSOCIATE shall report to PROVIDER any security incident of which it becomes aware. This report shall be given to PROVIDER as soon as possible after BUSINESS ASSOCIATE discovers the impermissible use or disclosure but not more than 20 days after the discovery.
- (e) **Subcontractors.** BUSINESS ASSOCIATE shall ensure that any subcontractors that create or receive protected health information on behalf of BUSINESS ASSOCIATE agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information.
- (f) **Providing Electronic Protected Health Information to Agents or Subcontractors.** BUSINESS ASSOCIATE shall ensure that any agent, including a subcontractor, to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect the electronic protected health information.
- (g) **Individual's Access to Information.** BUSINESS ASSOCIATE shall make available

protected health information about an individual to PROVIDER as necessary to satisfy PROVIDER's obligations under 45 CFR §164.524.

- (h) **Amendment of Protected Health Information.** BUSINESS ASSOCIATE shall make available to PROVIDER protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526.
  - (i) **Accounting of Disclosures.** BUSINESS ASSOCIATE shall document such disclosures of protected health information and information related to such disclosures as would be required for PROVIDER to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 42 CFR §164.528. BUSINESS ASSOCIATE shall make available the information required to provide an accounting of disclosures in accordance with 42 CFR. §164.528. Such information shall be given to PROVIDER by BUSINESS ASSOCIATE within twenty (20) days after PROVIDER notifies BUSINESS ASSOCIATE of PROVIDER's need for the information.
  - (j) **Comply with PROVIDER's Obligations.** To the extent BUSINESS ASSOCIATE is to carry out PROVIDER's obligations under the HIPAA privacy regulations, BUSINESS ASSOCIATE shall comply with the requirements of the HIPAA privacy regulations that apply to PROVIDER in the performance of such obligations.
  - (k) **Practices, Books and Records.** BUSINESS ASSOCIATE shall make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of PROVIDER, to the Secretary for the purpose of determining PROVIDER's compliance with the HIPAA privacy regulations.
  - (l) **Mitigation.** BUSINESS ASSOCIATE shall mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE or to PROVIDER resulting from a use or disclosure of protected health information in violation of BUSINESS ASSOCIATE's policies and procedures, this Agreement, or the HIPAA privacy or security regulations.
- (5) **PROVIDER's Obligations.**
- (a) **Provisions for PROVIDER to Inform BUSINESS ASSOCIATE of Privacy Practices and Restrictions.**
    - (1) PROVIDER shall notify BUSINESS ASSOCIATE of any limitations(s) in its Notice of Privacy Practices of PROVIDER in accordance with 45 CFR §164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE's use or disclosure of protected health information.
    - (2) PROVIDER shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of protected health information.
    - (3) PROVIDER shall notify BUSINESS ASSOCIATE of any restriction on the use or

disclosure of protected health information that PROVIDER has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect BUSINESS ASSOCIATE's use or disclosure of protected health information.

**(b) Permissible Requests by PROVIDER.**

PROVIDER shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the HIPAA privacy regulations if done by PROVIDER.

**(6) Breach Notification.**

- (a) Notice to PROVIDER.** In the event of its discovery of a breach of unsecured protected health information disclosed or made available to it by PROVIDER, BUSINESS ASSOCIATE shall provide notification of such breach to PROVIDER as required by the HIPAA Breach Notification Rule. Provided, however, notwithstanding anything in that Rule to the contrary, such notice shall be given to PROVIDER by BUSINESS ASSOCIATE as soon as possible after BUSINESS ASSOCIATE's discovery of the breach, but in no case more than 20 days after its discovery of the breach.
- (b) Notice of Breach to Affected Individuals; Costs.** Whether or not notification of the breach shall be given to affected individuals and, if so, the method by which the notification shall be given shall be determined by PROVIDER, in its sole discretion. PROVIDER shall give any such notice(s) at such times and in such manner as determined by PROVIDER. BUSINESS ASSOCIATE shall pay to PROVIDER the reasonable costs incurred by PROVIDER in connection with the provision of such notices. Such costs shall include, but are not limited to, printing and copying costs, postage, delivery charges, telephone charges and employee wages.
- (c) Proof of Encryption.** In the event of a breach of secured protected health information, BUSINESS ASSOCIATE shall notify PROVIDER of the breach as stated in subparagraph (6)(a), above, and, within 20 days after giving such notice to PROVIDER, provide proof satisfactory to PROVIDER that such protected health information was not unsecured protected health information.

**(7) Term and Termination.**

- (a) Generally.** This Agreement shall be effective when executed on behalf of both of the parties hereto and shall terminate when all of the protected health information provided by PROVIDER to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of PROVIDER, is destroyed or returned to PROVIDER, or, if it is not feasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Paragraph (7).
- (b) Mutual Agreement.** This Agreement may be terminated by mutual written agreement of the parties.
- (c) Termination for Cause.** Upon PROVIDER's knowledge of a material breach of this Agreement by BUSINESS ASSOCIATE, PROVIDER shall either:

- (1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Agreement if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by PROVIDER;
- (2) Immediately terminate this Agreement if BUSINESS ASSOCIATE has breached a material term of this Agreement and cure is not possible.

**(d) Effect of Termination.**

- (1) Except as provided in paragraph (2), below, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from PROVIDER, or created or received by BUSINESS ASSOCIATE on behalf of PROVIDER that BUSINESS ASSOCIATE maintains in any form. This provision also shall apply to protected health information that is in the possession of subcontractors of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the protected health information.
- (2) In the event that BUSINESS ASSOCIATE determines that returning or destroying the protected health information is not feasible, BUSINESS ASSOCIATE shall provide to PROVIDER notification of the conditions that make return or destruction not feasible. BUSINESS ASSOCIATE shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction not feasible, for so long as BUSINESS ASSOCIATE maintains such protected health information.

**(8) Injunction.** Notwithstanding any other rights or remedies provided for in this Agreement, PROVIDER retains all rights to injunctive relief to prevent or stop the unauthorized use or disclosure of protected health information by BUSINESS ASSOCIATE, or any agent, subcontractor or other third party that received protected health information from BUSINESS ASSOCIATE.

**(9) Indemnification.** BUSINESS ASSOCIATE shall indemnify and hold PROVIDER harmless from and against any and all loss, cost, damage, or expense, including reasonable attorneys' fees, that arise out of: any breach by BUSINESS ASSOCIATE of this Agreement, the HIPAA privacy regulations; the HIPAA security regulations, or the HIPAA Breach Notification Rule, or, the need for PROVIDER to enforce any provision of this Agreement.

PROVIDER shall indemnify and hold BUSINESS ASSOCIATE harmless from and against any and all loss, cost, damage, or expense, including reasonable attorneys' fees, that arise out of: any breach by PROVIDER of this Agreement, the HIPAA privacy regulations; the HIPAA security regulations, or the HIPAA Breach Notification Rule, or, the need for BUSINESS ASSOCIATE to enforce any provision of this Agreement.

**(10) Subpoena.** In the event BUSINESS ASSOCIATE receives a subpoena for any protected health information in BUSINESS ASSOCIATE's possession, BUSINESS ASSOCIATE shall immediately notify PROVIDER of the subpoena and deliver a copy of the subpoena to



PROVIDER. BUSINESS ASSOCIATE shall respond to the subpoena only in accordance with the HIPAA privacy regulations.

- (11) **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by certified or registered mail, first class postage prepaid, return receipt requested, or by prepaid overnight delivery service such that proof of delivery will be obtained, and shall be addressed as set forth below or to such other address as may be specified in a prior written notice to the other party:

- (a) If to PROVIDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn.: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

- (b) If to BUSINESS ASSOCIATE:

Interim HealthCare Inc.  
1551 Sawgrass Corporate Parkway, Ste. 230  
Sunrise, Florida 33323  
Attn.: Legal Department  
Phone: 954-858-2672  
FAX: 954-858-4801  
Email: [Legal@interimhealthcare.com](mailto:Legal@interimhealthcare.com)

Such notice shall be deemed to be given on the date it is deposited in the mail as stated above, on the date it is given to the overnight delivery service, or the date it is given personally to the party to whom it is directed. A notice shall be deemed to have been given personally to a party if it is handed to the representative of the party to whom the notice must be addressed or if left at his or her office located at the street address to which a notice would be mailed.

- (12) **Amendment.** This Agreement may not be changed, modified, or amended except by a written agreement executed on behalf of each of the parties.

- (13) **No Waiver.** No waiver of one or more of the provisions of this Agreement or the failure to enforce any provision of this Agreement by either party shall be construed as a waiver of any subsequent breach of this Agreement, nor a waiver of the right at any time thereafter to require strict compliance with all of its terms.
- (14) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in it, and supersedes all prior discussions, agreements, and understandings of every kind and nature between them.
- (15) **Headings.** The headings placed before the various paragraphs and subparagraphs of this Agreement are inserted for ease of reference only, do not constitute a part of this Agreement, and shall not be used in any way whatsoever in the construction or interpretation of this Agreement.
- (16) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Rule, 45 CFR § 164.500 *et seq.*, the HIPAA Security Rule, 45 CFR § 164.302 *et seq.*, and the HIPAA Breach Notification Rule, 45 CFR § 164.400 *et seq.*, as each may be amended from time to time.
- (17) **Governing Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below:

(PROVIDER)

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

Title: \_\_\_\_\_

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

INTERIM HEALTHCARE INC.

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

Title: \_\_\_\_\_

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

**EXHIBIT D**  
**DEPOSIT REMITTANCE FORM**

## DEPOSIT REMITTANCE FORM

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

Interim HealthCare Inc.  
1551 Sawgrass Corporate Parkway, Suite 230  
Sunrise, FL 33323

Sir or Madam:

I am enclosing my check in the amount of \$10,000 as a deposit to be applied toward the Initial Franchise Fee for an Interim HealthCare Home Care franchise. I understand and agree that you will reserve, for 30 days after your receipt of my deposit, all portions of the territory I have selected below not previously sold or otherwise reserved as of the date you receive my deposit. I further understand and agree that this deposit is fully-earned and non-refundable, in consideration of your removal of the territory from the market for 30 days and your lost or deferred opportunity to franchise it to others.

Please reserve the following territory for me:

(Insert Zip Codes)

I agree that if I do not enter into a Franchise Agreement with you within 30 days after your receipt of this deposit you may keep my deposit and sell the territory described above without further obligation to me. This Deposit Remittance Form constitutes the entire agreement between us relating to my deposit, and supersedes all prior agreements and representations, oral or otherwise. This agreement is governed by the laws of the state of Florida, without regard to its conflict of laws principles. The federal and state courts located within Broward County, Florida have exclusive jurisdiction in any controversy relating to or arising out of this agreement. I understand and certify that no representations concerning the franchise we are acquiring have been made by Interim HealthCare Inc. other than those contained in the FDD. In particular, no representations have been made to us concerning the financial prospects of the franchise we are acquiring other than those in the FDD. Nothing contained in this remittance form shall act as a release, estoppel, or waiver of any liability arising under any state franchise registration or disclosure law.

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

Name: \_\_\_\_\_

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

## **EXHIBIT E**

### **AGENTS FOR SERVICE OF PROCESS**

Our agent for service of process in Florida is:

Jeff Chapuran  
General Counsel  
Interim HealthCare Inc.  
1551 Sawgrass Corporate Parkway, Suite 230  
Sunrise, Florida 33323

We intend to register this Disclosure Document as a “franchise” in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following as our agents for service of process in those states:

<b>ARIZONA</b>
Corporation Service Company, The Prentice-Hall Corporation System, Inc., or United States Corporation Company 7955 S Priest Dr. Suite 102 Tempe, AZ 85284
<b>CALIFORNIA</b>
CSC-Lawyers Incorporating Service 2710 Gateway Oaks Drive, Suite 150N Sacramento, California 95833-3505
<b>DISTRICT OF COLUMBIA</b>
Corporation Service Company, The Prentice-Hall Corporation System, Inc., or United States Corporation Company 1156 15th St NW Suite 605 Washington, DC 20005
<b>HAWAII</b>
CSC Services of Hawaii, Inc. Pauahi Tower 1003 Bishop Street, Suite 1600 Honolulu, Hawaii 96813

<b>ILLINOIS</b>
Illinois Corporation Service Company 801 Adlai Stevenson Drive Springfield, Illinois 62703
<b>INDIANA</b>
Prentice-Hall Corporation System, Inc. 135 North Pennsylvania Street, Suite 1610 Indianapolis, Indiana 46204
<b>LOUISIANA</b>
Corporation Service Company, The Prentice-Hall Corporation System, Inc., or United States Corporation Company 450 Laurel Street, 8th Floor Baton Rouge, LA 70801
<b>MARYLAND</b>
Prentice-Hall Corporation System, Inc. 7 St. Paul Street, Suite 820 Baltimore, Maryland 21202
<b>MICHIGAN</b>
Prentice-Hall Corporation System, Inc. 3410 Belle Chase Way, Ste 600 Lansing, Michigan 48911
<b>MINNESOTA</b>
Prentice-Hall Corporation System, Inc. 2780 Snelling Avenue N, Suite 101 Roseville, MN 55113
<b>NEW MEXICO</b>
Prentice-Hall Corporation System, Inc. 732 E. Michigan Dr. Suite 500 Hobbs, NM 88240
<b>NEW YORK</b>
Prentice-Hall Corporation System, Inc. 80 State Street Albany, New York 12207
<b>NORTH DAKOTA</b>

Prentice-Hall Corporation System, Inc.  
600 S 2nd St., Suite 155  
Bismarck, North Dakota 58504

**PENNSYLVANIA**

Corporation Service Company,  
The Prentice-Hall Corporation System, Inc.,  
or United States Corporation Company  
5235 North Front Street  
Harrisburg, PA 17110  
Dauphin County

**OHIO**

Corporation Service Company,  
The Prentice-Hall Corporation System, Inc.,  
or United States Corporation Company  
1160 Dublin Road, Suite 400  
Columbus, OH 43215

**OREGON**

Prentice-Hall Corporation System, Inc.  
1127 Broadway Street NE, Suite 310  
Salem, Oregon 97301

**RHODE ISLAND**

Prentice-Hall Corporation System, Inc.  
222 Jefferson Blvd. Suite 200  
Warwick Rhode Island 02888

**SOUTH DAKOTA**

Prentice-Hall Corporation System, Inc.  
503 South Pierre Street  
Pierre, South Dakota 57501

**VIRGINIA**

Prentice-Hall Corporation System, Inc.  
100 Shockoe Slip, 2nd Floor  
Richmond, Virginia 23219

**WASHINGTON**

Prentice-Hall Corporation System, Inc.



300 Deschutes Way SW, Suite 304 Tumwater, Washington 98501
<b>WEST VIRGINIA</b>
Corporation Service Company, The Prentice-Hall Corporation System, Inc., or United States Corporation Company 808 Greenbrier Street Charleston, WV 25311
<b>WISCONSIN</b>
Prentice-Hall Corporation System, Inc. 33 East Main Street, Suite 610 Madison, Wisconsin 53703

**EXHIBIT F**

**LIST OF STATE ADMINISTRATORS**

## **LIST OF STATE ADMINISTRATORS**

We intend to register this Disclosure Document as a “franchise” in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state:

### **CALIFORNIA**

Commissioner of Corporations  
Department of Financial Protection and Innovation  
  
320 West 4th Street, Suite 750  
Los Angeles, California 90013-2344  
(213) 576-7505

### **HAWAII**

Department of Commerce and  
Consumer Affairs  
Business Registration Division  
Commissioner of Securities  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

### **ILLINOIS**

Illinois Attorney General  
Office of the Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

### **INDIANA**

Franchise Section  
Indiana Securities Division  
Indiana Secretary of State  
201 State House  
  
Indianapolis, Indiana 46204

### **MARYLAND**

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

### **MICHIGAN**

Consumer Protection Division  
Antitrust and Franchise Unit  
Michigan Department of Attorney  
General  
670 G. Mennen Williams Building  
Lansing, Michigan 48913  
(517) 373-7117

### **MINNESOTA**

Minnesota Dept. of Commerce  
Securities-Franchise Registration  
85 7th Place East, Suite 280  
St. Paul, Minnesota 55101  
(651) 539-1500

### **NEW YORK**

New York Department of State  
One Commerce Plaza  
  
99 Washington Avenue, 6th Floor  
  
Albany, New York 12231  
  
(518) 473-2492

NORTH DAKOTA

North Dakota Securities Department  
Fifth Floor  
600 East Boulevard  
Bismarck, North Dakota 58505  
(701) 328-4712

OREGON

Department of Consumer and Business Services  
Division of Finance and Corporate Securities  
Labor and Industries Building  
Salem, Oregon 97310

RHODE ISLAND

Division of Securities  
Suite 232  
233 Richmond Street  
Providence, Rhode Island 02903-4232  
(401) 277-3048

SOUTH DAKOTA

South Dakota Division of Insurance  
Securities Regulation  
124 S. Euclid Suite 104  
Pierre, South Dakota 57501  
(605) 773-3563

VIRGINIA

State Corporation Commission  
Division of Securities and Retail  
Franchising  
1300 East Main Street  
9th Floor  
Richmond, Virginia 23219  
(804) 371-9051

WASHINGTON

Administrator  
Department of Financial  
Institutions  
Securities Division  
210 – 11th Street S.W., 3rd Floor  
West  
Olympia, Washington 98504  
(360) 902-8760

WISCONSIN

Commissioner of Securities  
Division of Securities  
Department of Financial  
Institutions  
201 W. Washington Avenue, 3rd  
Floor  
Madison, Wisconsin 53703  
(608) 266-1064

**EXHIBIT G**

**LIST OF FRANCHISES/TERMINATED FRANCHISES**

ACTIVE FRANCHISEES AS OF DECEMBER 31, 2024									
Agreement State	Entity	Contact	Phone	Address	City	Zip Code	Hospice FA	Home Health Care with Hospice	Home Health Care
Alabama	CBC Healthcare LLC	Camp, Claude (Chip) and Barbara	(334) 446-0676	3201 Montgomery Highway, Ste. 9	Dothan	36303			1
Alabama	CBC Healthcare LLC	Camp, Claude (Chip) and Barbara	(334) 446-0676	3201 Montgomery Highway, Ste. 9	Dothan	36303			1
Alabama	MGF Healthcare Partners, Inc.	Ford, Melissa	(205) 298-6605	4244 Cahaba Heights Ct. Suite 200	Vestavia Hills	35243			1
Alabama	R&R HealthCare LLC	Dean, Rachel	(334) 539-5140	611 East Glenn Ave. Suite C	Auburn	36830			1
Arizona	AGK Southwest, Inc.	Ringling, Devin and Cynthia	(719) 632-9900	1901 North Union, Suite 202	Colorado Springs	80909			1
Arizona	KDC Home Health Care Services Corp	Kovrig, Griselda	(602) 830-3003	13260 N 94th Drive Suite 104	Peoria	85381			1
Arizona	KPA TWS INC dba Interim HealthCare of Gilbert AZ	Lochinger, Jason	(602) 607-0277	1136 E Harmony Ave., Suite 101	Mesa	85204			1
Arizona	S & A Advisory Group LLC	Reger-Flores, Sean and Knodle, Brent	(623) 323-2999	1490 S Price Rd Suite 110C	Chandler	85286			1
California	AC Health, Inc.	Ahmed, Sarah	(559) 224-0560	1843 E. Fir Avenue Suite 101	Fresno	93720			1
California	Interim Assisted Care of East Bay, Inc.	Bettencourt, Joe	(925) 944-5779	91 Gregory Lane Suite 7	Pleasant Hill	94523			1

California	Jenkins Home Healthcare LLC	Jenkins, Christine, Leslie and Zach	(818) 369-0009	21220 Devonshire Street Suite 203	Chatsworth	91311			1
California	Jenkins Home Healthcare, LLC	Jenkins, Christine, Leslie and Zach	(818) 369-0009	21220 Devonshire Street Suite 203	Chatsworth	91311			1
California	K & B Pichette Enterprises, Inc.	Pichette, Katherine	(209) 223-9119	11992 State Highway 88 Suite 2046	Jackson	95642			1
California	MAA Soulcare Life Coaching, Inc.	Sharma-Vats, Renu	(415) 521-6847	185 N Redwood Dr. Suite 120	San Rafael	94903			1
California	Mater Dei Hospice Ministries, LLC	Saint Andrew's Abbey	(661) 365-0200	1050 E Palmdale Blvd Suite 209	Palmdale	93550	1		
California	Merlee, Inc.	Olsen, Cathy	(707) 200-2260	1421 Guerneville Rd Suite 200	Santa Rosa	95403			1
California	Olive Branch HC, LLC	Gonzales, Raymundo	(562) 488-4338	4332 Cerritos Ave Suite 101	Los Alamitos	90720			1
California	RK Health Care Services Inc	Dadlani, Rajendra & Khushbu	(949) 800-8715	2152 Dupont Dr Suite 174	Irvine	92612			1
California	RK Health Care Services Inc.	Dadlani, Rajendra & Khushbu	(949) 800-8715	2152 Dupont Dr Suite 174	Irvine	92612			1
California	SandyCare Inc.	Maller, Joseph & Kim	(858) 422-0770	5440 Morehouse Dr Suite 2700	San Diego	92121			1
California	SAP Home Care Services, Inc.	Padala, Bhanu	(530) 221-1212	1647 Court St	Redding	96001		1	

California	SAP HOME CARE SERVICES, INC.	Padala, Bhanu	(530) 221-1212	1647 Court St	Redding	96001			1
California	SJ Health LLC	Williams, Scott and AJ	(760) 558-5221	41865 Boardwalk Suite 210	Palm Desert	92211			1
California	Splice Max, Inc.	Delawalla, Pervez	(805) 506-3310	300 E. Esplanade Dr. 9th Floor	Oxnard	93036			1
California	Splice Max, Inc.	Delawalla, Pervez	(805) 506-3310	300 E. Esplanade Dr. 9th Floor	Oxnard	93036			1
California	Splice Max, Inc.	Delawalla, Pervez	(805) 506-3310	300 E. Esplanade Dr. 9th Floor	Oxnard	93036			1
California	Super Health LLC	Brambhatt, Shashi & Shorian, Sudha	(650) 839-7350	2834 El Camino Real Suite 224	Redwood City	94061			1
California	Synergy Health Companies, Inc.	Murphy, Ron and Anita	(209) 577-4625	1521 N. Carpenter Rd. Suite D1	Modesto	95351			1
California	Transitional Care Solutions, Inc.	Hernandez, Adriana	(916) 486-8181	2355 Gold Meadow Way	Gold River	95670			1
California	Wellness Care Venture, SY LLC	Arya, Vibhu & Kumar, Heena	(714) 202-6696	17332 Irvine Blvd Suite 284	Tustin	92780			1
California	XNO Solutions LLC	Shah, Syed Saood & Hussain, Wasif	(707) 623-1130	1261 Travis Blvd Suite 180	Fairfield	94533			1
California	XNO Solutions LLC	Shah, Syed Saood & Hussain, Wasif	(707) 623-1130	1261 Travis Blvd Suite 180	Fairfield	94533			1
California	XNO Solutions LLC	Shah, Syed Saood & Hussain, Wasif	(707) 623-1130	1261 Travis Blvd Suite 180	Fairfield	94533			1
Colorado	Colorado Home Healthcare	Vaught, Jonathan	(303) 300-8741	6099 S Quebec St Suite 202	Centennial	80111			1



	and Staffing, LLC								
Colorado	Interim Healthcare of Ft. Collins, Inc.	Ringling, Devin & Cynthia	(719) 632- 9900	1901 North Union, Suite 202	Colorado Springs	80909			1
Colorado	Interim Healthcare of Southeastern Colorado, Inc.	Ringling, Devin & Cynthia	(719) 632- 9900	1901 North Union, Suite 202	Colorado Springs	80909			1
Connecticut	Interim Healthcare of Hartford, Inc.	Keane Organization	(860) 677- 0005	231 Farmington Avenue	Farmington	06032			1
Connecticut	Interim Healthcare of Hartford, Inc.	Keane Organization	(860) 677- 0005	231 Farmington Avenue	Farmington	06032			1
Connecticut	Interim Healthcare of Hartford, Inc.	Keane Organization	(860) 677- 0005	231 Farmington Avenue	Farmington	06032			1
Delaware	Interim Healthcare of Delaware, LLC	Mannino, Nick	(302) 322- 2743	92 Read's Way, Suite 108	New Castle	19720			1
Florida	ARCH HealthCare Inc.	Cortes, Renee & Anthony	(941) 315- 9966	2201 Cantu Court, Suite 116A	Sarasota	34232			1
Florida	AVEER Group, LLC	Kapoor, Ankur	(754) 702- 7030	261 N University Dr Suite 500	Plantation	33324			1
Florida	Egan Clearwater Health LLC	Egan, Brent & Fanny	(727) 300- 3839	19321 US-19 N, Suite 417	Clearwater	33764			1
Florida	Infinity Wellness Corp	Varghese, Stephen and Susan	(954) 323- 4484	2021 E Commercial Blvd. Suite 308	Fort Lauderdale	33308			1

Florida	Inter Healthcare Solutions, LLC	Weisz, Ricardo/ Kern, Daniel	(305) 697-9697	7300 Biscayne Blvd., Suite 200	Miami	33138			1
Florida	Inter Healthcare Solutions, LLC	Weisz, Ricardo/ Kern, Daniel	(305) 697-9697	7300 Biscayne Blvd., Suite 200	Miami	33138			1
Florida	Inter Healthcare Solutions, LLC	Weisz, Ricardo/ Kern, Daniel	(305) 697-9697	7300 Biscayne Blvd., Suite 200	Miami	33138			1
Florida	Inter Healthcare Solutions, LLC	Weisz, Ricardo/ Kern, Daniel	(305) 697-9697	7300 Biscayne Blvd., Suite 200	Miami	33138			1
Florida	Interim Healthcare of Northwest Florida, Inc.	Gaff-Lavoie	(850) 422-2311	1962B Village Green Way	Tallahassee	32308			1
Florida	Interim Healthcare of Northwest Florida, Inc.	Gaff-Lavoie	(850) 422-2311	1962B Village Green Way	Tallahassee	32308			1
Florida	Interim Healthcare of Northwest Florida, Inc.	Gaff-Lavoie	(850) 422-2311	1962B Village Green Way	Tallahassee	32308			1
Florida	Interim HHA of St. Augustine, Inc.	Wesner, James and Alessandro, Steve	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Florida	Orlando Interim Acquisition Company LLC	Schultz, Greg and Ken	(407) 740-5284 x1209	1890 State Road 436 Suite 300	Winter Park	32792			1

Florida	Righteous Oak LLC	Williams, Chiyuki and Craig	(239) 689-1427	1500 Colonial Blvd Suite 234	Fort Myers	33907			1
Florida	Uplift Homecare LLC	Freeman, Waddie	(813) 261-0130	110 W Reynolds St Suite 101	Plant City	33563			1
Georgia	Jamestown Holdings LLC dba Interim HealthCare of Paulding County	James, Cornel and Kita	(678) 909-8755	2487 Cedarcrest Rd #613	Acworth	30101			1
Georgia	KnausCo LLC	Knaus, Timothy, Beth and Mark	(478) 394-4672	2370 Vineville Ave	Macon	31204			1
Georgia	KNAUSCO LLC	Knaus, Timothy, Beth and Mark	(478) 394-4672	2370 Vineville Ave	Macon	31204			1
Georgia	KnausCo LLC	Knaus, Timothy, Beth and Mark	(478) 394-4672	2370 Vineville Ave	Macon	31204			1
Georgia	KnausCo, LLC	Knaus, Timothy, Beth and Mark	(478) 394-4672	2370 Vineville Ave	Macon	31204			1
Georgia	Mitchell Healthcare LLC	Mitchell, John and Cutter	(706) 550-1107	801 Broad Street, Suite 605	Augusta	30901			1
Georgia	STG Healthcare of Atlanta, Inc.	Gilley, Pat and Mat	(404) 843-2708	400 Interstate North Parkway SE Suite 1250	Atlanta	30339			1
Georgia	Supreme Healthcare LLC	Pillai, Saji	(678) 769-3233	747 Queen City Pkwy Suite A	Gainesville	30501			1
Idaho	Home Health Services of Idaho, LLC.	Hawkins - Wilder	(208) 938-9681	1010 S. Allante PL. Suite 102	Boise	83709			1
Illinois	1103 Health Partners LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1

Illinois	1103 HEALTH PARTNERS LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Illinois	1103 Health Partners LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Illinois	1103 HEALTH PARTNERS LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Illinois	Freedom Resources, LLC	Margolis, Thomas	(618) 477-8500	121 W Cherry St	Herrin	62948			1
Illinois	Interim Healthcare Services of Joliet, Inc.	Gericke, Cheryl	(815) 725-9091	310 N Hammes Suite 301E	Joliet	60435			1
Illinois	PSG Services, LLC (Sublicense Agreement with GSP United LLC)	Sullivan-Bulger	(708) 383-7320	12855 S Cicero Ave. Suite 200	Alsip	60803			1
Illinois		Hammerton, Thomas & Alison	(309) 296-0056	1223 W. Pioneer Pkwy	Peoria	61615			1
Indiana	Indianapolis Home Care Inc	SALO	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085			1
Indiana	Indianapolis Home Care Inc	SALO	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085			1
Indiana	Interim HealthCare of Cincinnati, Inc.	SALO	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085			1

Indiana	Interim HealthCare of Cincinnati, Inc.	SALO	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085			1
Indiana	Interim Healthcare of Indianapolis, Inc.	Rayburn, Bryan	(317) 956-4024	11 Municipal Dr Suite 200	Fishers	46038			1
Indiana	Northern Indiana Interim Healthcare Co, LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Indiana	Northern Indiana Interim Healthcare Co, LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Indiana	Northern Indiana Interim Healthcare Co, LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048	1		
Iowa	AUBERON, Inc.	Hancock, John	(515) 444-4969	2455 106th Street	Urbandale	50322			1
Kansas	Flint Hills Health Care Services, Inc.	Stehley Group	(316) 265-4295	9920 E. Harry Street	Wichita	67207		1	
Kansas	Interim Health Care of Wichita, Inc.	Stehley Group	(316) 265-4295	9920 E. Harry Street	Wichita	67207		1	
Kansas	Interim Healthcare of Kansas City, Inc.	Hess, Jerry	(913) 381-3100	10977 Granada Lane Suite 205	Overland Park	66211		1	

Maryland	Aspires Healthcare LLC	Ijyemi Beatrice	(410) 205-7100	500 Redland Ct Suite 215	Owings Mills	21117			1
Maryland	Autumn Health Inc.	Priddy, Michael	(301) 985-2321	201 Russell Ave	Gaithersburg	20877			1
Maryland	Autumn Health, Inc	Priddy, Michael	(301) 985-2321	201 Russell Ave	Gaithersburg	20877			1
Maryland	Blue Angel Ventures LLC - holding, Health Depot LLC for PCSS Staffing and Principal Healthcare LLC for HH	Fairley, Steven	(508) 780-0031	51 Man Mar Dr Suite 4	Plainville	02762			1
Maryland	Care Plus of Frederick LLC	Sait, Samia	(301) 378-0726	5301 Buckeystown Pike Suite 350	Frederick	21704			1
Maryland	Jane Healthcare Services, Inc.	Bruce, Megal	(667) 803-0076	9050 Red Branch Road Suite D1	Columbia	21045			1
Maryland	PuraVida Future Inc.	Dandridge, Art and Ann	(443) 808-1003	1819 Bay Ridge Ave Suite 235	Annapolis	21403			1
Maryland	PuraVida Future, Inc.	Dandridge, Art and Ann	(443) 808-1003	1819 Bay Ridge Ave Suite 235	Annapolis	21403			1
Maryland	Upscale Health Services LLC	Adeleke, Daniel & Kady	(240) 510-1357	3032 Mitchellville Rd Suite 102	Bowie	20716			1
Massachusetts	Anjos LLC	Anjos, Bill	(413) 734-6900	160 Baldwin St	West Springfield	01090			1

Massachusetts	JG Home Health Care Services LLC	Kakullavarapu, Sapthagirish & Jyotsna	(781) 667-3220	394 Lowell St. Suite 11	Lexington	02420			1
Michigan	Andor Services, LLC	Lloyd, Myron and Ronda	(734) 368-9102	3810 Packard Rd Suite 230	Ann Arbor	48108			1
Michigan	Briarwood Home Healthcare, Inc.	Pritchard, Theresa	(248) 553-3333	40200 Grand River, Suite 300	Novi	48375		1	
Michigan	CLM Enterprises, Inc	Beck, Lee and Brandon	(616) 575-0216	1971 E. Beltline NE Suite 216	Grand Rapids	49525			1
Michigan	CLM Enterprises, Inc	Beck, Lee and Brandon	(616) 575-0216	1971 E. Beltline NE Suite 216	Grand Rapids	49525	1		
Michigan	CLM Enterprises, Inc	Beck, Lee and Brandon	(616) 575-0216	1971 E. Beltline NE Suite 216	Grand Rapids	49525			1
Michigan	CLM Enterprises, Inc	Beck, Lee and Brandon	(616) 575-0216	1971 E. Beltline NE Suite 216	Grand Rapids	49525			1
Michigan	CLM Enterprises, Inc	Beck, Lee and Brandon	(616) 575-0216	1971 E. Beltline NE Suite 216	Grand Rapids	49525			1
Michigan	Love and Mercy Homecare Solutions, Inc.	Beckholt, Kristin	(586) 281-6280	67200 Van Dyke Rd. Suite 101	Washington	48095			1
Michigan	Mid Valley Interim Health Care Services, Inc.	Kricher, Aaron	(989) 791-5100	5155 Hampton Place	Saginaw	48604			1
Minnesota	Crown Capital Staffing	LaFavre Trust	(612) 644-7644	2950 Metro Dr. Suite 115	Bloomington	55425			1

	Strategies LLC								
Minnesota	Crown Capital Strategies, LLC	Wesner, James and Alessandro, Steve	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Minnesota	Crown Capital Strategies, LLC	Wesner, James and Alessandro, Steve					1		
Minnesota	Interim Healthcare of Lake Superior, Inc.	Carlson, Jeremy	(218) 722-0053	4415 Venture Ave	Duluth	55811			1
Minnesota	Interim Healthcare of Twin Cities, Inc.	Lamoureux-Geary	(651) 917-3634	2680 Arthur St.	Roseville	55113		1	
Minnesota	Interim Healthcare of Twin Cities, Inc.	Lamoureux-Geary	(651) 917-3634	2680 Arthur St.	Roseville	55113			1
Missouri	Barr Healthcare Inc.	Barr, William (Nathan) and Crystal	(636) 717-9292	1736 Westpark Center Dr. Suite 201	Fenton	63026			1
Missouri	Barr Healthcare, Inc.	Barr, William (Nathan) and Crystal	(636) 717-9292	1736 Westpark Center Dr. Suite 201	Fenton	63026			1
Montana	Home Health Montana, LLC	Piemonte, Joseph	(406) 235-3995	1361 Elm St. Suite #1	Helena	59601			1
Nebraska	Interim Healthcare of Lincoln, LLC	Helling, Lynette	(402) 421-7920	6040 South 58th St. Suite A	Lincoln	68516			1
Nevada	SAP Home Care	Padala, Bhanu	(530) 221-1212	1647 Court St	Redding	96001			1



	Services, Inc.								
New Hampshire	Interim Healthcare of the Northeast, LLC.	Peterson, Rick	(603) 880-4412	76 Northeastern Blvd. Suite 33A	Nashua	03062			1
New Jersey	247 Healthcare Solutions, LLC	Jabaji, Yaz and Elmeniawy, Sherry	(973) 282-7770	502 Hamburg Turnpike Suite 102	Wayne	07470			1
New Jersey	360 Degree Care LLC	DeJoseph, Jeff	(201) 299-4243	27 Chestnut St.	Ridgewood	07450			1
New Jersey	FT Partners, LLC	Hogans, Tom and Cimochoowski, Tom	(908) 756-1515	295 Durham Ave Suite 203	South Plainfield	07080			1
New Jersey	FT Partners, LLC	Hogans, Tom and Cimochoowski, Tom	(908) 756-1515	295 Durham Ave Suite 203	South Plainfield	07080			1
New Jersey	MBC Holdings, Inc.	Callanan, Brian	(201) 494-4889	297 S. Washington Ave Suite 1	Bergenfield	07621			1
New Jersey	Oak Ridge Healthcare Resources LLC	Mannon, Deborah and Kaitlyn	(609) 917-7733	100 Federal City Rd Suite C-103	Lawrenceville	08648			1
New Mexico	MD Holdings LLC	Sayler, Brandon	(505) 633-8620	8809 Washington St NE Suite 125	Albuquerque	87113			1
New Mexico	MD Holdings LLC	Sayler, Brandon	(505) 633-8620	8809 Washington St NE Suite 125	Albuquerque	87113			1
New York	Community Care Companions, Inc.	Gatien, Mark and Caro, Alexander	(631) 549-9500	300 W Main St.	Smithtown	11787			1
New York	Community Care	Gatien, Mark and Caro, Alexander	(631) 549-9500	300 W Main St.	Smithtown	11787			1

	Companions, Inc.								
New York	Community Care Companions, Inc.	Gatien, Mark and Caro, Alexander	(631) 549- 9500	300 W Main St.	Smithtown	11787			1
New York	Community Care Companions, Inc.	Gatien, Mark and Caro, Alexander	(631) 549- 9500	300 W Main St.	Smithtown	11787			1
New York	Community Care Companions, Inc.	Gatien, Mark and Caro, Alexander	(631) 549- 9500	300 W Main St.	Smithtown	11787			1
New York	Community Care Companions, Inc.	Gatien, Mark and Caro, Alexander	(631) 549- 9500	300 W Main St.	Smithtown	11787			1
New York	Community Care Companions, Inc.	Gatien, Mark and Caro, Alexander	(631) 549- 9500	300 W Main St.	Smithtown	11787			1
New York	Interim Healthcare of Binghamton, Inc.	Byrnes, Jason	(315) 437- 4500	3502 James St.	Syracuse	13206			1
New York	Interim Healthcare of Syracuse, Inc.	Byrnes, Jason	(315) 437- 4500	3502 James St.	Syracuse	13206			1
North Carolina	Dedicated Home Services, Inc.	Bogage, Bill and Jill	(704) 658- 0555	425 E Statesville Ave Suite 101	Mooresville	28115			1
North Carolina	Interim Healthcare of the Eastern	Byrd, Lou	(910) 642- 2106	PO Box 2249	Whiteville	28472			1

	Carolinas, Inc.								
North Carolina	Interim HealthCare of the Triad, Inc.	Morris, John	(252) 243-7808	MGI Corporation, 2526 Ward Blvd	Wilson	27893		1	
North Carolina	Interim HealthCare of the Triad, Inc.	Morris, John	(252) 243-7808	MGI Corporation, 2526 Ward Blvd	Wilson	27893			1
North Carolina	Interim Healthcare of the Triangle, LLC	Byrd, Lou	(910) 642-2106	PO Box 2249	Whiteville	28472			1
North Carolina	Interim Healthcare-Morris Group, Inc.	Morris, John	(252) 243-7808	MGI Corporation, 2526 Ward Blvd	Wilson	27893			1
North Carolina	Interim Healthcare-Morris Group, Inc.	Morris, John,	(252) 243-7808	MGI Corporation, 2526 Ward Blvd	Wilson	27893			1
North Dakota	Diversified Enterprises, Inc.	Millman, Paul/ Lori and Abigail Woodford	(605) 371-4253	3608 S. Southeastern Ave.	Sioux Falls	57103			1
North Dakota	Diversified Enterprises, Inc.	Millman, Paul/ Lori and Abigail Woodford	(605) 371-4253	3608 S. Southeastern Ave.	Sioux Falls	57103			1
Ohio	Celestial Holdings, Inc.	Southworth, Donna	(740) 354-5550	4130 Gallia St.	New Boston	45662			1
Ohio	Interim Healthcare of Akron/Canton, Inc.	SALO	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085			1
Ohio	Interim Healthcare	SALO	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085		1	

	of Cambridge, Inc.								
Ohio	Interim Healthcare of Cincinnati, Inc.	SALO	(614) 436- 9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085		1	
Ohio	Interim Healthcare of Columbus, Inc.	SALO	(614) 436- 9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085		1	
Ohio	Interim Healthcare of Dayton, Inc.	SALO	(614) 436- 9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085		1	
Ohio	Interim Healthcare of Northwestern Ohio, Inc.	SALO	(614) 436- 9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085			1
Ohio	Interim Healthcare of Northwestern Ohio, Inc.	SALO	(614) 436- 9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085		1	
Ohio	Interim Healthcare of Northwestern Ohio, Inc.	SALO	(614) 436- 9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085			1
Ohio	Interim Healthcare of SE Ohio, Inc.	SALO	(614) 436- 9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085			1

Oklahoma	Interim Healthcare of Oklahoma City, Inc.	Johnson, Joe/ Collins, Sharon	(918) 749-9933	2828 East 51 St. Suite 102	Tulsa	74105		1	
Oklahoma	Interim Healthcare of Tulsa, Inc.	Johnson, Joe	(918) 749-9933	2828 East 51 Street Ste 102	Tulsa	74105		1	
Oregon	Lucas Home Care, LLC	Lucas, Daren, Patricia and Brandon	(541) 639-4400	230 SE 3rd St Suite 100	Bend	97702			1
Oregon	SAP HOME CARE SERVICES, INC.	Padala, Bhanu	(530) 221-1212	1647 Court St	Redding	96001			1
Pennsylvania	A.D.F., Inc.	Fischetti, Alice	(570) 546-2102	160 Chad Rd.	Muncy	17756			1
Pennsylvania	All About Healthcare, Inc.	Norton, Michael and Whitenack, Beau	(717) 287-8881	2575 Eastern Blvd Suite 215	York	17402			1
Pennsylvania	ARP Healthcare Philadelphia, Inc.	Palmieri, ROBIN	(610) 524-1954	402 Gordon Dr. Suite A	Exton	19341			1
Pennsylvania	DF Healthcare Partners, LLC	Nickerson, Christian	(610) 434-7277	2200 W Hamilton St Suite 112	Allentown	18104			1
Pennsylvania	Interim Healthcare of Pittsburgh, Inc.	SALO	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085		1	
Pennsylvania	Interim Healthcare of Pittsburgh, Inc.	SALO	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085		1	
Pennsylvania	Interim Healthcare	SALO	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085		1	

	of Pittsburgh, Inc. Hospice								
Pennsylvania	Interim Healthcare of Western Pennsylvania, Inc.	Miller, Christian	(814) 375-9675	127 North Brady St. #B	Dubois	15801			1
Pennsylvania	Interim Home Healthcare, Inc.	Zeshonski, Carl	(570) 489-6781	200 Third Street	Blakely	18447			1
Pennsylvania	Palmieri Holdings, Inc.	Palmieri, Robin	(610) 524-1954	402 Gordon Dr. Suite A	Exton	19341			1
Pennsylvania	PJK Healthcare Inc.	Pak, Justin	(610) 400-8765	1966 Calamia Dr	Norristown	19401			1
Pennsylvania	Transitional Care Solutions, Inc.	Turner, James	(215) 750-1772	One Neshaminy Interplex Suite 201	Langhorne	19053			1
South Carolina	Inspirium Health of the Upstate, LLC	Inspirium Health, LLC	(864) 627-1200	100 Verdae Blvd Suite 200	Greenville	29607			1
South Carolina	Inspirium Health of the Upstate, LLC	Inspirium Health, LLC	(864) 627-1200	100 Verdae Blvd Suite 200	Greenville	29607	1		
South Carolina	Inspirium IHC of Bluffton, LLC	Inspirium Health, LLC	(864) 627-1200	100 Verdae Blvd Suite 200	Greenville	29607			1
South Carolina	Inspirium IHC of	Inspirium Health, LLC	(864) 627-1200	100 Verdae Blvd Suite 200	Greenville	29607	1		

	Bluffton, LLC								
South Carolina	Inspirium IHC of the Midlands, LLC	Inspirium Health, LLC	(864) 627-1200	100 Verdae Blvd Suite 200	Greenville	29607			1
South Carolina	Inspirium IHC of the Midlands, LLC	Inspirium Health, LLC	(864) 627-1200	100 Verdae Blvd Suite 200	Greenville	29607	1		
South Carolina	Lowcountry Nursing Group, LLC	Baker-Tharp	(843) 569-5510	3820 Faber Place Dr Suite 200	North Charleston	29405		1	
South Dakota	Diversified Enterprises, Inc.	Millman, Paul/ Lori and Abigail Woodford	(605) 371-4253	3608 S. Southeastern Ave.	Sioux Falls	57103			1
South Dakota	JRK Services, Inc.	Baird, Chistine	(605) 348-5885	725 Indiana St	Rapid City	57701			1
Tennessee	Autumn Health Inc.	Priddy, Michael	(301) 985-2321	201 Russell Ave	Gaithersburg	20877			1
Tennessee	Autumn Health, Inc.	Priddy, Michael	(301) 985-2321	201 Russell Ave	Gaithersburg	20877			1
Tennessee	Pahua Health Inc	Pahua, Erica and Francisco	(615) 989-6753	540 Heritage Pointe Dr Suite A	Clakesville	37042			1
Tennessee	Smokey Mountain Investments, LLC	Frye, Randy	(423) 587-8771	2482 Brights Pike	Morristown	37877			1
Tennessee	Velting Healthcare, LLC	Velting, Jonathan & Kevin	(615) 979-4717	2010 Providence Parkway Suite 300	Mt. Juliet	37122			1
Texas	AgeSpace Care, LLC	Bloomer, Dawn	(832) 404-2006	11550 Fuqua Suite 360	Houston	77034			1
Texas	Agespace Care, LLC	Bloomer, Dawn	(832) 404-2006	11550 Fuqua Suite 360	Houston	77034			1
Texas	At Home Health LLC and At	Urias, Alfredo	(915) 444-3555	444 Executive Center Boulevard Suite 123	El Paso	79902			1

	Home Group LLC (PCSS)								
Texas	At Home Health LLC and At Home Group LLC (PCSS)	Urias, Alfredo	(915) 444-3555	444 Executive Center Boulevard Suite 123	El Paso	79902			1
Texas	H - Town Healthcare, LLC	McCoy, LaDona Jo, Jacob and Zach	(713) 230-8329	1920 Country Place Pkwy Suite 310	Pearland	77584			1
Texas	H - Town Healthcare, LLC	McCoy, LaDona Jo, Jacob and Zach	(713) 230-8329	1920 Country Place Pkwy Suite 310	Pearland	77584			1
Texas	H - Town Healthcare, LLC	McCoy, LaDona Jo, Jacob and Zach	(713) 230-8329	1920 Country Place Pkwy Suite 310	Pearland	77584			1
Texas	H - Town Healthcare, LLC	McCoy, LaDona Jo, Jacob and Zach	(713) 230-8329	1920 Country Place Pkwy Suite 310	Pearland	77584			1
Texas	H - Town Healthcare, LLC	McCoy, LaDona Jo, Jacob and Zach	(713) 230-8329	1920 Country Place Pkwy Suite 310	Pearland	77584			1
Texas	H - Town Healthcare, LLC	McCoy, LaDona Jo, Jacob and Zach	(713) 230-8329	1920 Country Place Pkwy Suite 310	Pearland	77584			1
Texas	H - Town Healthcare, LLC	McCoy, LaDona Jo, Jacob and Zach	(713) 230-8329	1920 Country Place Pkwy Suite 310	Pearland	77584			1
Texas	H - Town Healthcare, LLC	McCoy, LaDona Jo, Jacob and Zach	(713) 230-8329	1920 Country Place Pkwy Suite 310	Pearland	77584			1
Texas	Velliottu Investments, LLC	Nampoothiri, Harigovindan (Hari)	(956) 541-4410	26 S Coria St. Suite E	Brownsville	78520			1



Texas	Wenglikowski Healthcare Services, LLC	Wenglikowski, Katie	(936) 600-5571	3421 W Davis St Suite 220	Conroe	77304			1
Utah	GSDDED LLC	Hawkins, Michael	(801) 401-3515	2020 South 1300 East, Suite C	Salt Lake City	84105			1
Utah	GSDDED LLC	Hawkins, Michael	(801) 401-3515	2020 South 1300 East, Suite C	Salt Lake City	84105			1
Utah	GSDDED LLC	Hawkins, Michael	(801) 401-3515	2020 South 1300 East, Suite C	Salt Lake City	84105			1
Utah	GSDDED LLC	Hawkins, Michael	(801) 401-3515	2020 South 1300 East, Suite C	Salt Lake City	84105			1
Virginia	Autumn Health Inc.	Priddy, Michale	(301) 985-2321	201 Russell Ave	Gaithersburg	20877			1
Virginia	Compator Corporation	Tomlinson, Dan	(804) 340-6455	720 Moorefield Park Dr. Suite 301	Richmond	23236			1
Virginia	Haslup Enterprises Ltd.	Haslup Group	(434) 295-5501	103 South Pantops Dr Suite 205	Charlottesville	22911			1
Virginia	Haslup Enterprises Ltd.	Haslup Group	(434) 295-5501	103 South Pantops Dr Suite 205	Charlottesville	22911		1	
Virginia	Magnet Care Health, LLC	Khan, Rashid, Rehmatullah, and Zaman	(571) 473-5070	21351 Gentry Dr Suite 145	Sterling	20166			1
Virginia	S & S Healthcare, Inc.	Byrd, Lou	(910) 642-2106	PO Box 2249	Whiteville	28472			1
Virginia	S & S Healthcare, Inc.	Byrd, Lou	(910) 642-2106	PO Box 2249	Whiteville	28472			1
Virginia	S & S Healthcare, Inc.	Byrd, Lou	(910) 642-2106	PO Box 2249	Whiteville	28472			1
Virginia	SPRING HEALTHCARE, Inc.	Priddy, Shannon and Foos, Jessica	(571) 364-0000	10340 Democracy Ln Suite 302	Fairfax	22030			1

Washington	Bellevue Home Health & Care, LLC	Borbe, Dexter	(425) 274-3720	1950 112 Ave NE Suite 201	Bellevue	98004			1
Washington, DC	Autumn Health Inc.	Priddy, Michael	(301) 985-2321	201 Russell Ave	Gaithersburg	20877			1
West Virginia	Interim Healthcare of Pittsburgh, Inc.	SALO	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085			1
Wisconsin	Bethesda Health and Wellness, Inc.	McCarter, Donald (Matt)	(920) 944-8945	1244 Appleton Rd. Suite D	Appleton	54952			1
Wisconsin	Bethesda Health and Wellness, Inc.	McCarter, Donald (Matt)	(920) 944-8945	1244 Appleton Rd. Suite D	Appleton	54952			1
Wisconsin	Big Hittters, LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Wisconsin	Big Hittters, LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Wisconsin	Big Hittters, LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048	1		
Wisconsin	Big Hittters, LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Wisconsin	Cozy Living, LLC	Aquirre, Angelo & Manivong, Malina	(608) 888-9948	700 W Virginia St #205	Milwaukee	53204			1
Wisconsin	Great Lakes Health Partners LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1

Wisconsin	Great Lakes Health Partners LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048	1		
Wisconsin	Great Lakes Health Partners, LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Wisconsin	Great Lakes Health Partners, LLC	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048	1		
Wisconsin	Interim Healthcare of NE WI, Inc.	Wesner, James and Alessandro, Steven	(847) 433-5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048			1
Wisconsin	Sanan LLC	Sanan, Henri	(262) 910-1391	5455 Sheridan Rd Suite 125	Kenosha	53140			1

**List of Franchisees with signed Franchise Agreements,  
but Outlet Not Open as of December 31, 2024**

State	Franchisee	Entity	Phone Number	Address	City	Zip Code
Georgia	BAKER-THARP	Low Country Nursing Group LLC	(843) 569-5510	3820 Faber Place Dr Suite 200	North Charleston	29405

Michigan	BECK, LEE and BECK, BRANDON	CLM Enterpris es, Inc	(616) 575- 0216	1971 E. Beltline NE Suite 216	Grand Rapids	49525
Alabama	FORD, MELISSA	MGF Healthca re Partners, Inc.	(205) 298- 6605	4244 Cahaba Heights Ct. Suite 200	Vestavia Hills	35243
Utah	HAWKINS, MICHAEL	GSDDED LLC	(801) 401- 3515	2020 South 1300 East, Suite C	Salt Lake City	84105
South Carolina	INSPIRIUM HEALTH, LLC (INVESTSOUTH)	Inspiri um IHC of Pee Dee, LLC	(864) 627- 1200	100 Verdae Blvd Suite 200	Greenville	29607
South Carolina	INSPIRIUM HEALTH, LLC (INVESTSOUTH)	Inspiri um IHC of Pee Dee, LLC	(864) 627- 1200	100 Verdae Blvd Suite 200	Greenville	29607
Texas	MCCOY, LADONA JO / MCCOY, JACOB/MCCOY, ZACH	H - Town Healthca re, LLC	(713) 230- 8329	1920 Country Place Pkwy Suite 310	Pearland	77584

Texas	MCCOY, LADONA JO / MCCOY, JACOB/MCCOY, ZACH	H - Town Healthca re, LLC	(713) 230- 8329	1920 Country Place Pkw Suite 310	Pearland	77584
Texas	MCCOY, LADONA JO / MCCOY, JACOB/MCCOY, ZACH	H - Town Healthca re, LLC	(713) 230- 8329	1920 Country Place Pkw Suite 310	Pearland	77584
Texas	MCCOY, LADONA JO / MCCOY, JACOB/MCCOY, ZACH	H - Town Healthca re, LLC	(713) 230- 8329	1920 Country Place Pkw Suite 310	Pearland	77584
Texas	MCCOY, LADONA JO / MCCOY, JACOB/MCCOY, ZACH	H - Town Healthca re, LLC	(713) 230- 8329	1920 Country Place Pkw Suite 310	Pearland	77584
Texas	MCCOY, LADONA JO / MCCOY, JACOB/MCCOY, ZACH	H - Town Healthca re, LLC	(713) 230- 8329	1920 Country Place Pkw Suite 310	Pearland	77584
Texas	MCCOY, LADONA JO / MCCOY, JACOB/MCCOY, ZACH	H - Town Healthca re, LLC	(713) 230- 8329	1920 Country Place Pkw Suite 310	Pearland	77584

Texas	MCCOY, LADONA JO / MCCOY, JACOB/MCCOY, ZACH	H - Town Healthca re, LLC	(713) 230- 8329	1920 Country Place Pkwy Suite 310	Pearland	77584
Texas	MCCOY, LADONA JO / MCCOY, JACOB/MCCOY, ZACH	H - Town Healthca re, LLC	(713) 230- 8329	1920 Country Place Pkwy Suite 310	Pearland	77584
Texas	MCCOY, LADONA JO / MCCOY, JACOB/MCCOY, ZACH	H - Town Healthca re, LLC	(713) 230- 8329	1920 Country Place Pkwy Suite 310	Pearland	77584
California	PERALTA, LUIS	Tres Encantos LLC	(760) 636- 8903	3044 Industry St Suite 104	Oceanside	92054
California	PERALTA, LUIS	Tres Encantos LLC	(760) 636- 8903	3044 Industry St Suite 104	Oceanside	92054
District of Columbia	PRIDDY, MICHAEL	Autumn Health Inc.	(301) 985- 2321	201 Russell Ave	Gaithersbu rg	20877
Virginia	PRIDDY, MICHAEL	Autumn Health Inc.	(301) 985- 2321	201 Russell Ave	Gaithersbu rg	20877

California	SAINT ANDREW'S ABBEY	Mater Dei Ministries, LLC	(661) 365-0200	1050 E Palmdale Blvd Suite 209	Palmdale	93550
Indiana	SALO	Interim HealthCare of Cincinnati, Inc.	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085
Indiana	SALO	Indianapolis Home Care, Inc.	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085
Indiana	SALO	Indianapolis Home Care, Inc.	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085
Indiana	SALO	Indianapolis Home Care, Inc.	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085
Indiana	SALO	Interim HealthCare of Cincinnati, Inc.	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085

Indiana	SALO	Interim HealthCare of Cincinnati, Inc.	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085
Indiana	SALO	Interim HealthCare of Cincinnati, Inc.	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085
Pennsylvania	SALO	Interim HealthCare of Pittsburgh, Inc.	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085
Pennsylvania	SALO	Interim HealthCare of Pittsburgh, Inc.	(614) 436-9404	300 W. Wilson Bridge Rd. Suite 250	Worthington	43085
New Mexico	SAYLER, BRANDON	MD HEALTHCARE LLC	(505) 633-8620	8809 Washington St NE Suite 125	Albuquerque	87113
Maryland	SHAH, MINVIKRAM	Minvikram Healthcare LLC	not in the directory			



Indiana	WESNER, JAMES and ALESSANDRO, STEVE	Northern Indiana Interim Healthcare Co, LLC	(847) 433- 5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048
Wisconsin	WESNER, JAMES and ALESSANDRO, STEVE	Great Lakes Health Partners LLC	(847) 433- 5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048
Wisconsin	WESNER, JAMES and ALESSANDRO, STEVE	Great Lakes Health Partners LLC	(847) 433- 5650	1585 N Milwaukee Ave Suite 105	Libertyville	60048
Florida	WILLIAMS, CHIYUKI AND CRAIG	Righteous Oak LLC	(239) 689- 1427	1500 Colonial Blvd Suite 234	Fort Myers	33907

**FRANCHISES TERMINATED, CANCELED OR NOT RENEWED,  
OR WHO OTHERWISE CEASED TO OPERATE  
(January 1, 2024 – December 31, 2024)**

State	Entity	Name	Address	City	ZIP	Phone Number	Reason
-------	--------	------	---------	------	-----	-----------------	--------

CA	Neighborhood Life Care Services, LLC	Allison, Randy And Shelley	2025 Foothill Blvd.	La Verne	91750	(909) 435-4663	Non-Renewal
CA	None	Belangonda, Lenin & Lenin, Priya	1307 W Sixth St., Suite 217	Corona	92882	(650) 452-4302	Transfer
CA	Gillman Business Development Svcs, LLC	Gillman, Gary W.	7177 Brockton Ave. Suite 445	Riverside	92506	(951) 621-0221	Transfer
CA	GOT Home Health LLC/GOT Personal Care LLC	Lee, Timothy; Lau, On-King; Lee, Sam	2770 S. Harbor Blvd., Suite J	Santa Ana	92704	(949) 625-2688	Transfer
CA	NaBex Solutions, LLC	Uzomah, Nduka	2461 W 208th Street, Suite 203	Torrance	90501	(424) 337-1099	Transfer
CO	HV Healthcare LLC	Darji, Parul; Darji, Honey & Darji, Nilesh	18801 E Main Street, Suite 245	Parker	80134	(720) 382-9288	Transfer
CO	EGH Group, LLC	Thayer, Catherine &	3705 Kipling St., Suite 202	Wheat Ridge	80033	(720) 542-7744	Transfer

		Hartwell, Eric					
DC	Magnet Care, LLC	Khan, Rashid, Rehmatul la, & Zaman	21351 Gentry Drive, Ste 145,	Sterling, VA	20166	(571) 473-5070	Transfer
FL	TCET Holding Compani es, Inc.	Alston, Torey & Candice	2300 W Sample Road, Suite 308	Pompano Beach	33073	(954) 633-7877	Transfer
FL	VEC Healthcar e, LLC	Carter, Edward and Valerie	7301 Sugarbus h Drive	Spring Hill	34606	727-457- 4692	Transfer
FL	NDCLK Holdings, LLC	Kripper, Lucas	18800 NE 29th Ave., 503	Aventura	33180	(786) 805-3075	Transfer
FL	20151720 LLC	Piparo, Samuele	36466 US Highway 19 N	Palm Harbor	34684	(727) 416-7002	Transfer
FL	Home Healthcar e of Fort Lauderda le, LLC	Salmun, Luis	1 Oakwood Blvd., Suite 212	Hollywoo d	33020	(754) 202-4333	Transfer
KY	MGF Healthcar e Partners, Inc	Ford, Melissa	10610 Watterso n Center Ct., Suite 202	Louisville	40299	(502) 442-2490	Transfer

MA	Blue Angel Ventures LLC (holding) Health Depot LLC (PCH and Principal Healthcare, LLC (HH)	Steven Fairley	51 Man Mar Dr., Suite 4	Plainville	02762	(508) 780-0031	Transfer
MD	None	Karikkineth, Ajoy	8704 Sicklebar Way	Elliott City	21043	(410) 591-4898	Transfer
MO	None	Fannin, Amber & Price, Joshua	1911 S National Ave. Suite 105	Springfield	65804	(417) 881-9995	Terminated
MO	Terragenesis Home Healthcare, LLC	Bee, Peter Lee	411 Avalon Chase Drive	Fenton	63026	(405) 641-2074	Never Opened - Terminated
NC	The Byrd Healthcare Group of NC, LLC	Byrd, Lou	1977 Hendersonville Rd., Unit 1	Asheville	28803	(828) 274-2082	Closure
PA	Palmieri Holdings, Inc.	Palmieri, Robin	18 Campus Blvd. Suite 143	Newtown Square	19073	(610) 524-1954	Consolidated Territory

PA	ARP Healthcar e Philadelp hia, Inc.	Palmieri, Robin	5223 Germant own Ave. Suite 104	Philadelp hia	19144	(215) 261- 7800	Other
VA-Galax	S & S Healthcar e, Inc.	Mitch Davis	1013 East Main St	Salem	24153	(903) 212-2115	Transfer
VA- Martinsvil le	S & S Healthcar e, Inc.	Mitch Davis	1013 East Main St	Salem	24153	(903) 212-2115	Transfer
VA- Roanoke	S & S Healthcar e, Inc.	Mitch Davis	1013 East Main St	Salem	24153	(903) 212-2115	Transfer

**EXHIBIT H**

**INTERIM HEALTHCARE INC. AND SUBSIDIARIES  
CONSOLIDATED FINANCIAL STATEMENTS AS OF DECEMBER 27, 2024,  
DECEMBER 30, 2022, AND  
DECEMBER 31, 2021  
AND INDEPENDENT AUDITORS' REPORT**

**THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESS HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.**

Financial Statements and Report of  
Independent Certified Public  
Accountants

**Interim HealthCare Inc.**

December 27, 2024 and December 29, 2023



## Contents

## Page

Report of Independent Certified Public Accountants	3
Financial Statements	
Balance sheets	5
Statements of operations	6
Statements of stockholder's equity	7
Statements of cash flows	8
Notes to financial statements	9

---

**GRANT THORNTON LLP**

801 Brickell Ave., Suite 2450  
Miami, FL 33131

**D** +1 305 341 8040

**F** +1 305 341 8099

## REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors  
Interim HealthCare Inc.

### Opinion

We have audited the financial statements of Interim HealthCare Inc. (a Florida corporation) (the "Company"), which comprise the balance sheets as of December 27, 2024 and December 29, 2023, and the related statements of operations, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 27, 2024 and December 29, 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### Basis for opinion

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

### Responsibilities of management for the financial statements

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

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

**Auditor's responsibilities for the audit of the financial statements**

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

In performing an audit in accordance with US GAAS, we:

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

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



Miami, Florida  
April 17, 2025

Interim HealthCare Inc.

**BALANCE SHEETS**

**December 27, 2024 and December 29, 2023**  
**(Amounts in Thousands, Except Share Data)**

	<u>2024</u>	<u>2023</u>
<b>ASSETS</b>		
<b>Current assets</b>		
Cash	\$ 4,300	\$ 480
Restricted cash with fiscal agents	331	449
Accounts receivable, net of allowance for credit losses of \$3,026 in 2024 and \$2,837 in 2023	2,239	1,864
Note receivable	416	-
Note receivable from related party	1,616	1,616
Other current assets	<u>2,100</u>	<u>2,684</u>
Total current assets	11,002	7,093
Goodwill, net	7,446	16,808
Trademarks	53,518	53,518
Intangible assets, net	44,740	47,581
Property and equipment, net	575	476
Right of use asset, net	169	258
Designated investments	1,526	1,866
Due from related party	15,323	15,065
Other assets	<u>305</u>	<u>305</u>
Total assets	<u><u>\$ 134,604</u></u>	<u><u>\$ 142,970</u></u>
<b>LIABILITIES AND STOCKHOLDER'S EQUITY</b>		
<b>Current liabilities</b>		
Accounts payable	\$ 7,996	\$ 8,043
Accrued expenses	5,427	2,296
Tax payable	5,138	2,268
Operating lease liability, current	<u>65</u>	<u>65</u>
Total current liabilities	18,626	12,672
<b>Long-term liabilities</b>		
Other liabilities	5,263	5,424
Operating lease liability, net of current portion	175	293
Deferred tax liability, net	21,153	22,078
Due to related party, net of current portion	<u>62,060</u>	<u>73,216</u>
Total long-term liabilities	88,651	101,011
<b>Stockholder's equity</b>		
Common stock - par value \$10.00; 10,000 shares authorized, issued and outstanding at both December 27, 2024 and December 29, 2023	100	100
Additional paid-in capital	73,159	73,159
Accumulated deficit	<u>(45,932)</u>	<u>(43,972)</u>
Total stockholder's equity	<u>27,327</u>	<u>29,287</u>
Total liabilities and stockholder's equity	<u><u>\$ 134,604</u></u>	<u><u>\$ 142,970</u></u>

The accompanying notes are an integral part of these financial statements.

Interim HealthCare Inc.

STATEMENTS OF OPERATIONS

Years ended December 27, 2024 and December 29, 2023  
(Amounts in Thousands)

	<u>2024</u>	<u>2023</u>
<b>Net revenue</b>	\$ 36,131	\$ 35,863
<b>Operating costs and expenses</b>		
Selling, general and administrative	23,588	26,632
Depreciation and amortization	<u>12,436</u>	<u>12,406</u>
Total operating costs and expenses	<u>36,024</u>	<u>39,038</u>
Income (loss) from operations	107	(3,175)
<b>Other income</b>		
Interest and financing income, net	<u>(28)</u>	<u>(236)</u>
Income (loss) before provision for income taxes	135	(2,939)
Provision for income taxes	<u>2,095</u>	<u>1,283</u>
<b>NET LOSS</b>	<u><u>\$ (1,960)</u></u>	<u><u>\$ (4,222)</u></u>

The accompanying notes are an integral part of these financial statements.

Interim HealthCare Inc.

STATEMENTS OF STOCKHOLDER'S EQUITY

Years ended December 27, 2024 and December 29, 2023  
(Amounts in Thousands, Except Share Data)

	Common Stock		Additional	Accumulated	Total
	Shares	Amount	Paid-In	Deficit	Stockholder's
			Capital		Equity
Balance, December 30, 2022	10,000	\$ 100	\$ 73,159	\$ (39,750)	\$ 33,509
Net loss	-	-	-	(4,222)	(4,222)
Balance, December 29, 2023	10,000	100	73,159	(43,972)	29,287
Net loss	-	-	-	(1,960)	(1,960)
Balance, December 27, 2024	10,000	\$ 100	\$ 73,159	\$ (45,932)	\$ 27,327

The accompanying notes are an integral part of these financial statements.

Interim HealthCare Inc.

STATEMENTS OF CASH FLOWS

Years ended December 27, 2024 and December 29, 2023  
(Amounts in Thousands)

	<u>2024</u>	<u>2023</u>
<b>Cash flows from operating activities:</b>		
Net loss	\$ (1,960)	\$ (4,222)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation of property and equipment	233	203
Amortization of intangible assets	12,203	12,203
Amortization of right of use asset	89	96
Provision for credit losses	188	32
(Benefit) provision for deferred income taxes	(925)	(1,196)
Changes in operating assets and liabilities:		
Accounts receivable	(564)	251
Other assets	584	383
Accounts payable	(47)	4,769
Accrued expenses, operating lease liability, tax payable and other liabilities	5,910	3,053
Net cash flows provided by operating activities	<u>15,711</u>	<u>15,572</u>
<b>Cash flows from investing activities:</b>		
Due from related parties	(258)	(1,633)
Purchases of property and equipment	(332)	(252)
Note receivable	(416)	-
Sales/purchases of designated investments, net	153	(172)
Net cash flows used in investing activities	<u>(853)</u>	<u>(2,057)</u>
<b>Cash flows from financing activities:</b>		
Repayment of advances from Ultimate Parent	(11,156)	(13,478)
Net cash flows used in financing activities	<u>(11,156)</u>	<u>(13,478)</u>
<b>CHANGE IN CASH AND RESTRICTED CASH</b>	3,702	37
<b>Cash and restricted cash, beginning of year</b>	<u>929</u>	<u>892</u>
<b>Cash and restricted cash, end of year</b>	<u><u>\$ 4,631</u></u>	<u><u>\$ 929</u></u>
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid during the year for:		
Income taxes	\$ 151	\$ 1,132

The accompanying notes are an integral part of these financial statements.

**Interim HealthCare Inc.**

**NOTES TO FINANCIAL STATEMENTS**

**December 27, 2024 and December 29, 2023**

**NOTE A - ORGANIZATION AND DESCRIPTION OF BUSINESS**

***Company***

Interim HealthCare Inc. (the "Company") was incorporated on August 25, 1965 in the State of Florida. The Company is a wholly owned subsidiary of IH Acquisition Corporation, which is a wholly owned subsidiary of Caring Brands International, Inc., which was part of a corporate group that was ultimately wholly owned by CBI Parent, L.P. (the "Former Parent"). CBI-Gator Acquisition, LLC (the "Ultimate Parent") was formed on September 21, 2021 in the State of Delaware to acquire the businesses ultimately owned and conducted by the Former Parent. On October 25, 2021, the Ultimate Parent acquired all of the outstanding interests of CBI Parent, L.P. The Company elected not to apply push down accounting with respect to the acquisition of the Former Parent in the financial statements of the Company.

***Business***

Through its network of franchised offices, the Company provides a comprehensive, fully integrated range of home nursing services to individuals with non-acute illnesses, long-term chronic health conditions, permanent disabilities, terminal illnesses or post-procedural needs. The franchised offices are located throughout the United States. Offices within the network share a common brand name and operating procedures.

***Fiscal Year-End***

The Company's fiscal year is comprised of 52 or 53 weeks, ending on the last Friday in December. The years ended December 27, 2024 and December 29, 2023 were both comprised of 52 weeks.

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States ("US GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. The Company's actual results in subsequent periods could differ from these estimates.

***Fair Value of Financial Instruments***

Fair value is an exit price representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or a liability. There is a three-tier fair value hierarchy which prioritizes the inputs used in the valuation methodologies in measuring fair value:

- Level 1 - Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets;
- Level 2 - Include other inputs that are directly or indirectly observable in the marketplace, such as quoted market prices for similar assets and liabilities in active markets; quoted market prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data; and
- Level 3 - Unobservable inputs which are supported by little or no market activity.



## NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 27, 2024 and December 29, 2023

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The Company measures its designated investments at fair value. The Company's designated investments are in Level 1 because these investments consist of mutual funds that are valued using quoted market prices in active markets.

The carrying amounts of cash, accounts receivable, accounts payable and accrued expenses approximate fair value due to the relatively short maturity of the respective instruments.

**Revenue from Contracts with Customers**

Net revenue consists primarily of royalties, national advertising and insurance fund contributions, and initial franchise fees.

The Company's primary performance obligation under the franchise license is granting certain rights to use the Company's intellectual property, and most other services the Company provides under the franchise agreement are highly interrelated, not distinct within the contract, and therefore accounted for under ASC 606 as a single performance obligation, which is satisfied by granting certain rights to use our intellectual property over the term of each franchise agreement. With respect to new franchisees, the Company has identified the initial training of the franchisees' staff and the provision of an opening office and marketing package as distinct performance obligations.

Royalties, including franchisee contributions to national advertising and insurance funds, are calculated as a percentage of franchise sales in the period in which the franchisee provides the service over the term of the franchise agreement. Under our franchise agreements, advertising contributions paid by franchisees must be spent on advertising, marketing and related activities. Franchisee participation in the Company's insurance programs is optional and insurance funds are assessed based on actuarial models and must be spent on claims-related activities. Initial franchise fees are payable by the franchisee upon signing a new franchise agreement. The Company's franchise royalties, as well as the national advertising and insurance fund contributions, represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized as franchise sales occur.

Additionally, initial franchise fees, except for the portion of the transaction price allocated to training and opening office and marketing package performance obligations, are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. The Company recognizes revenue for the training obligation when the training is completed, while revenue related to the opening office and marketing package is recognized when the related services/goods are delivered.

The Company capitalizes the costs of commissions earned for the sale of new franchises and amortizes those costs on a straight-line basis over the term of the respective franchise agreement.

Net revenue consisted of the following for the years ended December 27, 2024 and December 29, 2023 (amounts in thousands):

	2024	2023
Royalty	\$ 31,859	\$ 31,131
Initial franchise fees	618	871
National advertising fund	1,239	1,256
Insurance fund	2,369	2,317
Other	46	288
Net revenue	<u>\$ 36,131</u>	<u>\$ 35,863</u>

Interim HealthCare Inc.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 27, 2024 and December 29, 2023

Contract assets and contract liabilities arising from contracts with customers consisted of the following as of December 27, 2024 and December 29, 2023 (amounts in thousands):

	2024	2023
Accounts receivable, net	\$ 2,239	\$ 1,864
Contract assets - prepaid commissions	1,113	1,245
Contract liabilities - deferred initial franchise fees	3,276	3,779
Contract liabilities - deferred fees	3,144	-

During the year ended December 27, 2024, the Company entered into an agreement to provide administrative services to an entity over a three year period in exchange for total payments of approximately \$17.1 million, \$5.1 million of which was received on the date of the agreement with the remaining \$12.0 million due in equal monthly installments beginning in April 2025 and ending in September 2026. At December 27, 2024, \$3.1 million of deferred fees relating to this agreement is included in accrued expenses in the accompanying balance sheets.

***Cash and Restricted Cash with Fiscal Agent***

Deposits in banks may exceed the amount of insurance provided on such deposits. The Company performs reviews of the creditworthiness of its depository banks. The Company believes that its deposits are held by institutions that are creditworthy and pose a low risk of loss. In support of the Company's workers' compensation policy, the Company had \$64,000 and \$187,000 in the custody of the insurance carrier at December 27, 2024 and December 29, 2023, respectively. Additionally, the Company entered into a contractual agreement with its bank in April 2015 to maintain a compensating balance for all present and future indebtedness of the Company to the bank. In support of this agreement, the Company had \$267,400 and \$262,100 in the custody of the bank at December 27, 2024 and December 29, 2023, respectively. These amounts, plus accrued interest, are classified as restricted cash with fiscal agents in the accompanying balance sheets.

***Designated Investments***

The Company funds its deferred compensation plan for certain employees (see Note F) through the purchase of mutual fund investments which are classified as trading securities. These investments are designated for the payment of amounts due to these employees under the deferred compensation plan.

***Allowance for Credit Losses***

The Company carries accounts and notes receivable at the amount it deems to be collectible. Accordingly, the Company provides allowances for accounts it deems to be uncollectible based on management's best estimates. The Company evaluates delinquency of accounts on a specific review basis and charges off trade receivables when deemed uncollectible. Recoveries are recognized in the period they are received. The ultimate amount of accounts that become uncollectible could differ from the estimated amounts.

***Property and Equipment***

Property and equipment are recorded at cost less accumulated depreciation. Additions to property and equipment and major improvements or replacements are capitalized. Maintenance and repair costs, which do not improve or extend useful lives of the assets, are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of their estimated useful life or the lease term using the straight-line method.

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 27, 2024 and December 29, 2023**

***Impairment of Long-Lived Assets***

The Company reviews its long-lived assets and other identifiable intangibles with estimable useful lives for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the asset to future undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the asset exceeds its fair value. No impairment of long-lived assets was recognized during the year ended December 27, 2024 or December 29, 2023.

***Goodwill and Other Intangible Assets***

Goodwill represents the excess of the purchase price over the fair market value of the net assets acquired in acquisitions accounted for under Accounting Standard Codification ("ASC") 805, *Business Combinations*. The Company adopted an accounting alternative that allows non-public companies to amortize goodwill on a straight-line basis over a period not to exceed 10 years. The Company is amortizing goodwill over a 10 year life, which management believes is the most appropriate life. Goodwill is tested for impairment at the entity level only when events or circumstances indicate that the fair value of the goodwill may be less than its carrying amount. No triggering events were identified during the year ended December 27, 2024 or December 29, 2023.

Intangible assets with finite lives consist of franchise relationships that are being amortized on a straight-line basis over their estimated life and are tested for impairment if indicators of impairment arise.

***Accrued Self-Insurance Losses***

The Company maintains insurance policies covering general liability, professional liability, automobile liability, umbrella liability, employment practices liability and crime/employee dishonesty. These policies cover the Ultimate Parent's owned locations and are offered to franchise locations. The Company also purchases financial/executive risk policies that cover corporate exposures of errors and omissions, directors and officers, special risks, cyber and fiduciary liabilities.

The Company retains a portion of the risk under its HealthCare staff commercial liability package. The Company maintains primary limits of \$1,000,000 per claim/occurrence or \$3,000,000 in the aggregate with \$250,000 self-insured retention with a \$7,000,000 single limit umbrella policy. The Company maintains general liability exposures incurred on an occurrence basis and professional liability exposures on a claims made basis that are covered by the commercial liability package for policy periods under which the participants operated. The Company also has exposures incurred through contractual obligations relative to skilled and non-skilled staffing.

The Company had approximately \$707,000 and \$644,000 in reserves, prior to the consideration of insurance recoveries, included in both accrued expenses and other liabilities on the accompanying balance sheets for its nursing staff professional and physician malpractice liability risk retention at December 27, 2024 and December 29, 2023, respectively. The Company has recorded approximately \$85,000 of estimated future insurance recoveries in other non-current assets on the accompanying balance sheets at both December 27, 2024 and December 29, 2023.

The Company has recorded reserves totaling approximately \$308,000 in other liabilities in the accompanying balance sheets for claims that may arise from prior years for which a claims-made policy was held at December 27, 2024 and December 29, 2023. Reserves recorded reflect the non-discounted estimated liabilities, including claims incurred but not reported.

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 27, 2024 and December 29, 2023**

The Company intends to renew the existing nursing staff professional liability claims-made policy annually and expects to be able to obtain such coverage. If coverage is not renewed, management intends to purchase an extended reporting period endorsement to provide professional liability coverage for losses incurred prior to, but reported subsequent to, the termination of the claims-made policies.

The Company maintains employment practices liability insurance with a \$5,000,000 claims made combined single limit policy aggregate, with a self-insurance retention limited to \$25,000. As of December 27, 2024 and December 29, 2023, the Company estimates that the risk exposure of the general and employee practices liability programs policies are inconsequential to the financial statements.

The Company maintains a guaranteed cost program for workers' compensation insurance via a Professional Employer Organization ("PEO"). Prior to this current program, the Company maintained a large deductible program for workers' compensation insurance. Under the prior policy, the Company was insured per statutory mandate and up to \$1,000,000 per employer liability accident or disease for prior policy years. No aggregate stop loss limit was purchased for prior policy years. The risk retained by the Company was \$250,000 per claim.

Assets of \$64,000 and \$187,000 as of December 27, 2024 and December 29, 2023, respectively, held to pay reported and future claims under the workers' compensation insurance program are included as a component of restricted cash with fiscal agents on the accompanying balance sheets. In addition, the Company has obtained an irrevocable letter of credit for drawings up to approximately \$35,000 to pay reported and future claims, if required.

A liability attributable to the workers' compensation insurance program for unpaid claims and the associated claim expenses, including claims incurred but not reported losses, is actuarially determined and reflected in the accompanying balance sheets as an accrued liability. At December 27, 2024 and December 29, 2023, the total workers' compensation liability, prior to the consideration of insurance, of \$214,000 and \$217,000, respectively, is included in both accrued expenses and other liabilities on the accompanying balance sheets. The Company has recorded approximately \$220,000 of estimated future insurance recoveries in other non-current assets at both December 27, 2024 and December 29, 2023.

The Company applies actuarial techniques that consider, among other things, historical and industry equivalent loss data to estimate its incurred but not reported reserves for all its self-insured and high-risk retention programs. These self-insured insurance liabilities are based on estimates, and while management believes that the amounts recorded are adequate, there can be no assurance that changes to management's estimates may not occur due to limitations inherent in the estimation process. Changes in the estimates of these accruals are charged or credited to operations in the period determined.

***Income Taxes***

The Company accounts for income taxes under FASB ASC 740, *Income Taxes*. Deferred income tax assets and liabilities are determined based upon differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company includes tax related interest and penalties as a component of the provision for income taxes, if incurred.

In assessing the need to record a valuation allowance against its deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. The ultimate realization of the deferred tax assets is dependent upon the generation of future taxable income during the year in which temporary differences will reverse and within allowable carry-forward periods for certain tax attributes.

**Interim HealthCare Inc.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 27, 2024 and December 29, 2023**

As required by ASC 740-10, the Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more-likely-than-not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement with the relevant tax authority.

**Advertising Costs**

Advertising costs are charged to operations when the advertising first takes place. The Company incurred advertising costs of approximately \$1.8 million and \$2.7 million for the years ended December 27, 2024 and December 29, 2023, respectively, which are presented within selling, general and administrative expenses in the accompanying statements of operations.

**Leases**

The Company leases its headquarters under an operating lease that expires in 2026. The lease requires payment of common area maintenance charges, taxes, and insurance. The lease contains provisions for future rent increases, rent free periods or periods in which rent payments are reduced (abated). The Company recognizes and measures its lease in accordance with FASB ASC 842, *Leases*. Lease expense is recognized on a straight-line basis over the lease term and the right-of-use ("ROU") asset is amortized on a straight-line basis over the lease term. Upon adoption of ASC 842, the Company elected the 'package of practical expedients', which permits the Company to not reassess under the new standard any prior conclusions about lease identification, lease classification and initial direct costs.

The Company determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are modified. The Company recognizes a lease liability, based on the present value of future lease payments over the remaining lease term, and a corresponding ROU asset at the commencement date of the lease. The lease term commences on the date when the Company has the right to control the use of the leased property. The Company elected the accounting alternative that allows the use of a risk-free discount rate for a similar term as the term of its lease.

**NOTE C - PROPERTY AND EQUIPMENT**

Property and equipment as of December 27, 2024 and December 29, 2023, consist of the following (amounts in thousands):

	Estimated Useful Lives	2024	2023
Equipment	3 years	\$ 734	\$ 676
Furniture and fixtures	8 years	104	104
Software	3 - 5 years	1,395	1,121
	Lesser of lease term or useful life	222	222
Leasehold improvements		2,455	2,123
Accumulated depreciation		(1,880)	(1,647)
Property and equipment, net		<u>\$ 575</u>	<u>\$ 476</u>

**Interim HealthCare Inc.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 27, 2024 and December 29, 2023**

Depreciation expense totaled approximately \$233,000 and \$203,000 for the years ended December 27, 2024 and December 29, 2023, respectively.

**NOTE D - GOODWILL AND INTANGIBLE ASSETS**

Goodwill subject to amortization, as of December 27, 2024 and December 29, 2023, consists of (amounts in thousands):

	2024	2023
Goodwill	\$ 94,067	\$ 94,067
Accumulated amortization	(86,621)	(77,259)
Goodwill, net	<u>\$ 7,446</u>	<u>\$ 16,808</u>

Amortization of goodwill totaled approximately \$9,362,000 for each of the years ended December 27, 2024 and December 29, 2023. Amortization of goodwill is expected to be approximately in \$7,446,000 in 2025.

Intangible assets subject to amortization, as of December 27, 2024 and December 29, 2023, consist of (amounts in thousands):

	2024	2023
Intangible assets:		
Franchise relationships	\$ 71,016	\$ 71,016
Accumulated amortization	(26,276)	(23,435)
Intangible assets, net	<u>\$ 44,740</u>	<u>\$ 47,581</u>

Amortization of franchise relationships totaled approximately \$2,841,000 for each of the years ended December 27, 2024 and December 29, 2023. Franchise relationships are being amortized using the straight-line method over a period of 25 years. Estimated amortization of intangible assets is expected to be approximately \$2,841,000 per year for each of the next five years.

**NOTE E - INCOME TAXES**

The components of deferred income tax assets and liabilities consist of the following at December 27, 2024 and December 29, 2023 (amounts in thousands):

	2024	2023
Receivables	\$ 954	\$ 922
General accrued expenses	1,006	1,183
Workers' compensation reserve	(24)	(23)
Interest expense carryforward	3,566	3,633
Property and equipment	14	-
Goodwill and other intangibles, net	(25,516)	(26,758)
Credits and other	(1,153)	(1,035)
Net deferred tax liabilities	<u>\$ (21,153)</u>	<u>\$ (22,078)</u>

**Interim HealthCare Inc.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 27, 2024 and December 29, 2023**

Changes of ownership occurred on May 19, 2006, October 31, 2012, and October 25, 2021, which limit the utilization of net operating losses and other tax attributed under Internal Revenue Code ("IRC") Section 382 and Section 383. In 2021, 100% of the shares of the Company were acquired by a new US consolidated group. This acquisition resulted in a Section 383 limitation on the general business credits. The previous ownership change on September 29, 2015 did not cause any limitations under IRC Section 382 because there were no net operating losses incurred subsequent to the ownership change on October 31, 2012.

The income tax provision consists of the following for the years ended December 27, 2024 and December 29, 2023, (amounts in thousands):

	2024	2023
Current:		
Federal	\$ 2,288	\$ 1,834
State	732	645
Total current	3,020	2,479
Deferred:		
Federal	(406)	(508)
State	(519)	(688)
Total deferred	(925)	(1,196)
Total provision	<u>\$ 2,095</u>	<u>\$ 1,283</u>

The Company has no uncertain tax positions. Tax years subsequent to 2021 remain subject to federal examination, and tax years subsequent to 2019 remain subject to state examination.

The following is a reconciliation of income taxes at the federal statutory rate to the provision for income taxes:

	2024	2023
Statutory federal rate	21.0%	21.0%
State and local income taxes	345.4	(12.3)
Prior years adjustment	28.7	(4.0)
State rate changes	(306.8)	19.3
Goodwill and other permanent differences	1,459.5	(68.6)
	<u>1,547.8%</u>	<u>(44.6)%</u>

**NOTE F - EMPLOYEE BENEFIT PLANS**

The Company maintains a voluntary defined contribution 401(k) profit sharing plan covering all eligible employees as defined in the plan documents. The plan provides a discretionary matching contribution of up to 25% of employee contributions up to 6% of compensation contributed by eligible employees. In years when budget objectives are attained, the plan provides for up to an additional 25% discretionary matching contribution. Contributions, net of forfeitures, by the Company under this plan amounted to approximately \$48,000 and \$49,000 for the years ended December 27, 2024 and December 29, 2023, respectively.

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 27, 2024 and December 29, 2023**

The Company also maintains a deferred compensation plan for certain other employees. The plan was amended on July 1, 2011, and allows this defined group of employees to defer up to 75% of gross wages and the Company participates at the same levels as it contributes to the 401(k) profit sharing plan for non-highly compensated employees. Prior to October 1, 2011, the plan credited each participating employee's deferral and Company match with a fixed rate of interest. Effective October 1, 2011, the Company fully funded the plan and credited earnings are now based on the performance of the underlying investments, which are presented as designated investments in the accompanying balance sheets. Deferred compensation, included in other liabilities on the accompanying balance sheets, was approximately \$1,474,000 and \$1,661,000 at December 27, 2024 and December 29, 2023, respectively. The Company incurred approximately (\$51,000) and \$11,000 in expense for the deferred compensation plan for the years ended December 27, 2024 and December 29, 2023, respectively.

**NOTE G - RELATED PARTY TRANSACTIONS**

During the year ended December 27, 2021, the Company facilitated the repurchase of partnership units in the Former Parent held by former employees. The Company was to be reimbursed by the Parent; therefore, these amounts have been recorded as due from related party in the accompanying balance sheets. During the years ended December 27, 2024 and December 29, 2023, the Company advanced approximately \$258,000 and \$1,300,000, respectively, to franchise offices affiliated through common ownership, for working capital requirements.

During the year ended December 27, 2021, the Company advanced funds to an affiliate as part of the Former Parent and the Ultimate Parent's purchase of businesses. In addition, the Ultimate Parent advanced funds to the Company during the year ended December 27, 2021 to facilitate the repayment of all amounts due under the Company's then existing borrowing arrangements. These amounts are included in due to related party in the accompanying balance sheets at December 27, 2024 and December 29, 2023. Amounts due to related parties are non-interest bearing and are due on demand. The Company pays the scheduled principal and interest on behalf of the Ultimate Parent in respect of a credit facility between the Ultimate Parent and its lender. No principal amount is due within one year of the year end date, under the Ultimate Parent's credit facility. See Note J.

The Company recorded royalty revenue of approximately \$715,000 and \$752,000 from franchise offices affiliated through common ownership during the years ended December 27, 2024 and December 29, 2023, respectively.

**NOTE H - COMMITMENTS AND CONTINGENCIES**

***Operating Leases***

Fixed rent expense was approximately \$98,000 and \$99,000 for the years ended December 27, 2024 and December 29, 2023, respectively. Variable rent expense, consisting of common area maintenance, taxes and insurance, for the years ended December 27, 2024 and December 29, 2023 was approximately \$91,000 and \$76,000, respectively. As of December 27, 2024, the discount rate used to calculate the Company's operating lease liability is 1.3% and the remaining lease term is 2 years.



**Interim HealthCare Inc.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 27, 2024 and December 29, 2023**

Future minimum lease commitments under the operating lease as of December 29, 2023 are as follows (amounts in thousands):

	Minimum Lease Commitments
2025	\$ 126
2026	118
Total	244
Less effects of discounting	(4)
Lease liability recognized	\$ 240

***Guarantees***

Under the terms of the Ultimate Parent's credit facility with its lenders, the Company has provided guarantees in the event of a default by the Ultimate Parent. At December 27, 2024, the amount outstanding under the credit facility was \$301,845,662. The Company is not aware of any events of default and no amounts have been accrued with respect to this guarantee in the accompanying balance sheets at December 27, 2024 and December 29, 2023.

Under the terms of the Ultimate Parent's Subordinated Promissory Note with its lenders executed on September 29, 2023, the Company has provided guarantees in the event of a default by the Ultimate Parent. At December 27, 2024, the amount outstanding under the Subordinated Promissory Note was \$15,000,000. The Company is not aware of any events of default and no amounts have been accrued with respect to this guarantee in the accompanying balance sheet at December 27, 2024.

***Litigation***

The Company is involved in various client and legal actions in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's financial position, results of operations or liquidity.

**NOTE I - CONCENTRATION**

The Company recorded royalty revenue from one franchisee representing 12% of total royalty revenue during the years ended December 27, 2024 and December 29, 2023. At December 27, 2024 and December 29, 2023, approximately 60% and 66% of accounts receivables were due from two franchisees.

**NOTE J - SUBSEQUENT EVENTS**

The Company evaluated all events and transactions that occurred after December 27, 2024 through April 17, 2025, the date the Company's financial statements were available to be issued. On March 31, 2025, the Ultimate Parent and its lenders entered into an amendment to their existing Credit Agreement, as previously amended, which removed the requirement to make principal payments through December 31, 2025.

Financial Statements and Report of  
Independent Certified Public  
Accountants

**Interim HealthCare Inc.**

December 29, 2023 and December 30, 2022

## Contents

## Page

Report of Independent Certified Public Accountants	3
Financial Statements	
Balance sheets	5
Statements of operations	6
Statements of stockholder's equity	7
Statements of cash flows	8
Notes to financial statements	9

---

**GRANT THORNTON LLP**

801 Brickell Ave., Suite 2450  
Miami, FL 33131

**D** +1 305 341 8040

**F** +1 305 341 8099

**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS**

Board of Directors  
Interim Healthcare Inc.

**Opinion**

We have audited the financial statements of Interim Healthcare Inc. (a Florida corporation) (the "Company"), which comprise the balance sheets as of December 29, 2023 and December 30, 2022, and the related statements of operations, stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 29, 2023 and December 30, 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Basis for opinion**

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

**Responsibilities of management for the financial statements**

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

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

**Auditor's responsibilities for the audit of the financial statements**

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

In performing an audit in accordance with US GAAS, we:

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

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



Miami, Florida  
November 4, 2024

Interim HealthCare Inc.

**BALANCE SHEETS**

**December 29, 2023 and December 30, 2022**  
**(Amounts in Thousands, Except Share Data)**

	<u>2023</u>	<u>2022</u>
<b>ASSETS</b>		
<b>Current assets</b>		
Cash	\$ 480	\$ 758
Restricted cash with fiscal agents	449	134
Accounts receivable, net of allowance for credit losses of \$2,837 in 2023 and \$2,805 in 2022	1,864	2,147
Tax receivable	-	983
Note receivable from related party	1,616	1,550
Other current assets	<u>2,684</u>	<u>2,084</u>
Total current assets	7,093	7,656
Goodwill, net	16,808	26,171
Trademarks	53,518	53,518
Intangible assets, net	47,581	50,421
Property and equipment, net	476	427
Right of use asset, net	258	354
Designated investments	1,866	2,089
Due from related party	15,065	13,498
Other assets	<u>305</u>	<u>305</u>
Total assets	<u>\$ 142,970</u>	<u>\$ 154,439</u>
<b>LIABILITIES AND STOCKHOLDER'S EQUITY</b>		
<b>Current liabilities</b>		
Accounts payable	\$ 8,043	\$ 3,274
Accrued expenses	4,564	2,103
Operating lease liability, current	65	65
Due to related party, current	<u>2,841</u>	<u>2,841</u>
Total current liabilities	15,513	8,283
<b>Long-term liabilities</b>		
Other liabilities	5,424	5,396
Operating lease liability, net of current portion	293	353
Deferred tax liability	22,078	23,045
Due to related party, net of current portion	<u>70,375</u>	<u>83,853</u>
Total long-term liabilities	98,170	112,647
<b>Stockholder's equity</b>		
Common stock - par value \$10.00; 10,000 shares authorized, issued and outstanding at both December 29, 2023 and December 30, 2022	100	100
Additional paid-in capital	73,159	73,159
Accumulated deficit	<u>(43,972)</u>	<u>(39,750)</u>
Total stockholder's equity	<u>29,287</u>	<u>33,509</u>
Total liabilities and stockholder's equity	<u>\$ 142,970</u>	<u>\$ 154,439</u>

The accompanying notes are an integral part of these financial statements.

Interim HealthCare Inc.

STATEMENTS OF OPERATIONS

Years ended December 29, 2023 and December 30, 2022  
(Amounts in Thousands)

	<u>2023</u>	<u>2022</u>
<b>Net revenue</b>	\$ 35,863	\$ 36,092
<b>Operating costs and expenses</b>		
Selling, general and administrative	26,632	23,233
Depreciation and amortization	<u>12,406</u>	<u>12,450</u>
Total operating costs and expenses	<u>39,038</u>	<u>35,683</u>
(Loss) income from operations	(3,175)	409
<b>Other income</b>		
Interest and financing income, net	<u>(236)</u>	<u>(295)</u>
(Loss) income before provision for income taxes	(2,939)	704
Provision for income taxes	<u>1,283</u>	<u>3,580</u>
<b>NET LOSS</b>	<u><u>\$ (4,222)</u></u>	<u><u>\$ (2,876)</u></u>

The accompanying notes are an integral part of these financial statements.

Interim HealthCare Inc.

STATEMENTS OF STOCKHOLDER'S EQUITY

Years ended December 29, 2023 and December 30, 2022  
(Amounts in Thousands, Except Share Data)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Stockholder's Equity
	Shares	Amount			
Balance, December 31, 2021	10,000	\$ 100	\$ 73,159	\$ (36,874)	\$ 36,385
Net loss	-	-	-	(2,876)	(2,876)
Balance, December 30, 2022	10,000	100	73,159	(39,750)	33,509
Net loss	-	-	-	(4,222)	(4,222)
Balance, December 29, 2023	10,000	\$ 100	\$ 73,159	\$ (43,972)	\$ 29,287

The accompanying notes are an integral part of these financial statements.



Interim HealthCare Inc.

STATEMENTS OF CASH FLOWS

Years ended December 29, 2023 and December 30, 2022  
(Amounts in Thousands)

	<u>2023</u>	<u>2022</u>
<b>Cash flows from operating activities:</b>		
Net loss	\$ (4,222)	\$ (2,876)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation of property and equipment	203	247
Amortization of intangible assets	12,203	12,203
Amortization of right of use asset	96	88
Provision for doubtful accounts	32	24
(Benefit) provision for deferred income taxes	(1,196)	897
Changes in operating assets and liabilities:		
Accounts receivable	251	(168)
Other assets and tax receivable	383	1,345
Accounts payable	4,769	1,447
Accrued expenses, operating lease liability and other liabilities	<u>3,053</u>	<u>(563)</u>
Net cash flows provided by operating activities	<u>15,572</u>	<u>12,644</u>
<b>Cash flows from investing activities:</b>		
Due from related parties	(1,633)	(5,636)
Purchases of property and equipment	(252)	(205)
Sales/purchases of designated investments, net	<u>(172)</u>	<u>(148)</u>
Net cash flows used in investing activities	<u>(2,057)</u>	<u>(5,989)</u>
<b>Cash flows from financing activities:</b>		
Repayment of advances from Ultimate Parent	<u>(13,478)</u>	<u>(8,969)</u>
Net cash flows used in financing activities	<u>(13,478)</u>	<u>(8,969)</u>
<b>CHANGE IN CASH AND RESTRICTED CASH</b>	37	(2,314)
<b>Cash and restricted cash, beginning of year</b>	<u>892</u>	<u>3,206</u>
<b>Cash and restricted cash, end of year</b>	<u><u>\$ 929</u></u>	<u><u>\$ 892</u></u>
<b>Supplemental disclosure of cash flow information:</b>		
Cash paid during the year for:		
Income taxes	\$ 1,132	\$ 1,374

The accompanying notes are an integral part of these financial statements.

**Interim HealthCare Inc.**

**NOTES TO FINANCIAL STATEMENTS**

**December 29, 2023 and December 30, 2022**

**NOTE A - ORGANIZATION AND DESCRIPTION OF BUSINESS**

***Company***

Interim HealthCare Inc. (the “Company”) was incorporated on August 25, 1965 in the State of Florida. The Company is a wholly owned subsidiary of IH Acquisition Corporation, which is a wholly owned subsidiary of Caring Brands International, Inc., which was part of a corporate group that was ultimately wholly owned by CBI Parent, L.P. (the “Former Parent”). CBI-Gator Acquisition, LLC (the “Ultimate Parent”) was formed on September 21, 2021 in the State of Delaware to acquire the businesses ultimately owned and conducted by the Former Parent. On October 25, 2021, the Ultimate Parent acquired all of the outstanding interests of CBI Parent, L.P. The Company elected not to apply push down accounting with respect to the acquisition of the Former Parent in the financial statements of the Company.

***Business***

Through its network of franchised offices, the Company provides a comprehensive, fully integrated range of home nursing services to individuals with non-acute illnesses, long-term chronic health conditions, permanent disabilities, terminal illnesses or post-procedural needs. The franchised offices are located throughout the United States. Offices within the network share a common brand name and operating procedures.

***Fiscal Year-End***

The Company’s fiscal year is comprised of 52 or 53 weeks, ending on the last Friday in December. The years ended December 29, 2023 and December 30, 2022 were both comprised of 52 weeks.

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States (“US GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenses during the reporting period. The Company’s actual results in subsequent periods could differ from these estimates.

***Fair Value of Financial Instruments***

Fair value is an exit price representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or a liability. There is a three-tier fair value hierarchy which prioritizes the inputs used in the valuation methodologies in measuring fair value:

- Level 1 - Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets;
- Level 2 - Include other inputs that are directly or indirectly observable in the marketplace, such as quoted market prices for similar assets and liabilities in active markets; quoted market prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data; and
- Level 3 - Unobservable inputs which are supported by little or no market activity.

## NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 29, 2023 and December 30, 2022

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The Company measures its designated investments at fair value. The Company's designated investments are in Level 1 because these investments consist of mutual funds that are valued using quoted market prices in active markets.

The carrying amounts of cash, accounts receivable, accounts payable and accrued expenses approximate fair value due to the relatively short maturity of the respective instruments.

**Revenue from Contracts with Customers**

Net revenue consists primarily of royalties, national advertising and insurance fund contributions, and initial franchise fees.

The Company's primary performance obligation under the franchise license is granting certain rights to use the Company's intellectual property, and most other services the Company provides under the franchise agreement are highly interrelated, not distinct within the contract, and therefore accounted for under ASC 606 as a single performance obligation, which is satisfied by granting certain rights to use our intellectual property over the term of each franchise agreement. With respect to new franchisees, the Company has identified the initial training of the franchisees' staff and the provision of an opening office and marketing package as distinct performance obligations.

Royalties, including franchisee contributions to national advertising and insurance funds, are calculated as a percentage of franchise sales in the period in which the franchisee provides the service over the term of the franchise agreement. Under our franchise agreements, advertising contributions paid by franchisees must be spent on advertising, marketing and related activities. Franchisee participation in the Company's insurance programs is optional and insurance funds are assessed based on actuarial models and must be spent on claims-related activities. Initial franchise fees are payable by the franchisee upon signing a new franchise agreement. The Company's franchise royalties, as well as the national advertising and insurance fund contributions, represent sales-based royalties that are related entirely to our performance obligation under the franchise agreement and are recognized as franchise sales occur.

Additionally, initial franchise fees, except for the portion of the transaction price allocated to training and opening office and marketing package performance obligations, are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. The Company recognizes revenue for the training obligation when the training is completed, while revenue related to the opening office and marketing package is recognized when the related services/goods are delivered.

The Company capitalizes the costs of commissions earned for the sale of new franchises and amortizes those costs on a straight-line basis over the term of the respective franchise agreement.

Net revenue consisted of the following for the years ended December 29, 2023 and December 30, 2022 (amounts in thousands):

	2023	2022
Royalty	\$ 31,131	\$ 31,723
Initial franchise fees	871	614
National advertising fund	1,256	1,325
Insurance fund	2,317	2,189
Other	288	241
	<u>\$ 35,863</u>	<u>\$ 36,092</u>
Net revenue	<u>\$ 35,863</u>	<u>\$ 36,092</u>

Interim HealthCare Inc.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 29, 2023 and December 30, 2022

Contract assets and contract liabilities arising from contracts with customers consisted of the following as of December 29, 2023 and December 30, 2022 (amounts in thousands):

	2023	2022
Accounts receivable, net	\$ 1,864	\$ 2,147
Contract assets - prepaid commissions	1,245	938
Contract liabilities - deferred initial franchise fees	3,779	2,849

***Cash and Restricted Cash with Fiscal Agent***

Deposits in banks may exceed the amount of insurance provided on such deposits. The Company performs reviews of the creditworthiness of its depository banks. The Company believes that its deposits are held by institutions that are creditworthy and pose a low risk of loss. In support of the Company's workers' compensation policy, the Company had \$187,000 and \$72,700 in the custody of the insurance carrier at December 29, 2023 and December 30, 2022, respectively. Additionally, the Company entered into a contractual agreement with its bank in April 2015 to maintain a compensating balance for all present and future indebtedness of the Company to the bank. In support of this agreement, the Company had \$262,100 and \$61,500 in the custody of the bank at December 29, 2023 and December 30, 2022, respectively. These amounts, plus accrued interest, are classified as restricted cash with fiscal agents in the accompanying balance sheets.

***Designated Investments***

The Company funds its deferred compensation plan for certain employees (see Note F) through the purchase of mutual fund investments which are classified as trading securities. These investments are designated for the payment of amounts due to these employees under the deferred compensation plan.

***Allowance for Credit Losses***

The Company carries accounts and notes receivable at the amount it deems to be collectible. Accordingly, the Company provides allowances for accounts it deems to be uncollectible based on management's best estimates. The Company evaluates delinquency of accounts on a specific review basis and charges off trade receivables when deemed uncollectible. Recoveries are recognized in the period they are received. The ultimate amount of accounts that become uncollectible could differ from the estimated amounts.

***Property and Equipment***

Property and equipment are recorded at cost less accumulated depreciation. Additions to property and equipment and major improvements or replacements are capitalized. Maintenance and repair costs, which do not improve or extend useful lives of the assets, are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. Leasehold improvements are amortized over the shorter of their estimated useful life or the lease term using the straight-line method.

***Impairment of Long-Lived Assets***

The Company reviews its long-lived assets and other identifiable intangibles with estimable useful lives for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of the asset to future undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 29, 2023 and December 30, 2022

by which the carrying amount of the asset exceeds its fair value. No impairment of long-lived assets was recognized during the years ended December 29, 2023 and December 30, 2022.

***Goodwill and Other Intangible Assets***

Goodwill represents the excess of the purchase price over the fair market value of the net assets acquired in acquisitions accounted for under Accounting Standard Codification ("ASC") 805, *Business Combinations*. The Company adopted an accounting alternative that allows non-public companies to amortize goodwill on a straight-line basis over a period not to exceed 10 years. The Company is amortizing goodwill over a 10 year life, which management believes is the most appropriate life. Goodwill is tested for impairment at the entity level only when events or circumstances indicate that the fair value of the goodwill may be less than its carrying amount. No triggering events were identified during the year ended December 29, 2023 or December 30, 2022.

Intangible assets with finite lives consist of franchise relationships that are being amortized on a straight-line basis over their estimated life and are tested for impairment if indicators of impairment arise.

***Accrued Self-Insurance Losses***

The Company maintains insurance policies covering general liability, professional liability, automobile liability, umbrella liability, employment practices liability and crime/employee dishonesty. These policies cover the Ultimate Parent's owned locations and are offered to franchise locations. The Company also purchases financial/executive risk policies that cover corporate exposures of errors and omissions, directors and officers, special risks, cyber and fiduciary liabilities.

The Company retains a portion of the risk under its HealthCare staff commercial liability package. The Company maintains primary limits of \$1,000,000 per claim/occurrence or \$3,000,000 in the aggregate with \$250,000 self-insured retention with a \$7,000,000 single limit umbrella policy. The Company maintains general liability exposures incurred on an occurrence basis and professional liability exposures on a claims made basis that are covered by the commercial liability package for policy periods under which the participants operated. The Company also has exposures incurred through contractual obligations relative to skilled and non-skilled staffing.

The Company had approximately \$644,000 and \$552,000 in reserves, prior to the consideration of insurance recoveries, included in both accrued expenses and other liabilities on the accompanying balance sheets for its nursing staff professional and physician malpractice liability risk retention at December 29, 2023 and December 30, 2022, respectively. The Company has recorded approximately \$85,000 of estimated future insurance recoveries in other non-current assets on the accompanying balance sheets at both December 29, 2023 and December 30, 2022.

The Company has recorded reserves totaling approximately \$308,000 in other liabilities in the accompanying balance sheets for claims that may arise from prior years for which a claims-made policy was held at December 29, 2023 and December 30, 2022. Reserves recorded reflect the non-discounted estimated liabilities, including claims incurred but not reported.

The Company intends to renew the existing nursing staff professional liability claims-made policy annually and expects to be able to obtain such coverage. If coverage is not renewed, management intends to purchase an extended reporting period endorsement to provide professional liability coverage for losses incurred prior to, but reported subsequent to, the termination of the claims-made policies.

The Company maintains employment practices liability insurance with a \$5,000,000 claims made combined single limit policy aggregate, with a self-insurance retention limited to \$25,000. As of December 29, 2023

**Interim HealthCare Inc.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 29, 2023 and December 30, 2022**

and December 30, 2022, the Company estimates that the risk exposure of the general and employee practices liability programs policies are inconsequential to the financial statements.

The Company maintains a guaranteed cost program for workers' compensation insurance via a Professional Employer Organization ("PEO"). Prior to this current program, the Company maintained a large deductible program for workers' compensation insurance. Under the prior policy, the Company was insured per statutory mandate and up to \$1,000,000 per employer liability accident or disease for prior policy years. No aggregate stop loss limit was purchased for prior policy years. The risk retained by the Company was \$250,000 per claim.

Assets of \$187,000 and \$72,700 as of December 29, 2023 and December 30, 2022, respectively, held to pay reported and future claims under the workers' compensation insurance program are included as a component of restricted cash with fiscal agents on the accompanying balance sheets. In addition, the Company has obtained an irrevocable letter of credit for drawings up to \$78,488 to pay reported and future claims, if required.

A liability attributable to the workers' compensation insurance program for unpaid claims and the associated claim expenses, including claims incurred but not reported losses, is actuarially determined and reflected in the accompanying balance sheets as an accrued liability. At December 29, 2023 and December 30, 2022, the total workers' compensation liability, prior to the consideration of insurance, of \$217,000 and \$271,000, respectively, are included in both accrued expenses and other liabilities on the accompanying balance sheets. The Company has recorded approximately \$220,000 of estimated future insurance recoveries in other non-current assets at both December 29, 2023 and December 30, 2022.

The Company applies actuarial techniques that consider, among other things, historical and industry equivalent loss data to estimate its incurred but not reported reserves for all its self-insured and high-risk retention programs. These self-insured insurance liabilities are based on estimates, and while management believes that the amounts recorded are adequate, there can be no assurance that changes to management's estimates may not occur due to limitations inherent in the estimation process. Changes in the estimates of these accruals are charged or credited to operations in the period determined.

***Income Taxes***

The Company accounts for income taxes under FASB ASC 740, *Income Taxes*. Deferred income tax assets and liabilities are determined based upon differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company includes tax related interest and penalties as a component of the provision for income taxes, if incurred.

In assessing the need to record a valuation allowance against its deferred tax assets, the Company considers whether it is more likely than not that some portion or all of the deferred tax assets will be realized. The ultimate realization of the deferred tax assets is dependent upon the generation of future taxable income during the year in which temporary differences will reverse and within allowable carry-forward periods for certain tax attributes.

As required by ASC 740-10, the Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position following an audit. For tax positions meeting the more-likely-than-not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement with the relevant tax authority.

**Interim HealthCare Inc.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 29, 2023 and December 30, 2022**

**Advertising Costs**

Advertising costs are charged to operations when the advertising first takes place. The Company incurred advertising costs of approximately \$2.7 million and \$2.2 million for the years ended December 29, 2023 and December 30, 2022, respectively, which are presented within selling, general and administrative expenses in the accompanying statements of operations.

**Leases**

The Company leases its headquarters under an operating lease that expires in 2026. The lease requires payment of common area maintenance charges, taxes, and insurance. The lease contains provisions for future rent increases, rent free periods or periods in which rent payments are reduced (abated). The Company recognizes and measures its lease in accordance with FASB ASC 842, *Leases*. Lease expense is recognized on a straight-line basis over the lease term and the right-of-use ("ROU") asset is amortized on a straight-line basis over the lease term. Upon adoption of ASC 842, the Company elected the 'package of practical expedients', which permits the Company to not reassess under the new standard any prior conclusions about lease identification, lease classification and initial direct costs.

The Company determines if an arrangement is a lease, or contains a lease, at inception of a contract and when the terms of an existing contract are modified. The Company recognizes a lease liability, based on the present value of future lease payments over the remaining lease term, and a corresponding ROU asset at the commencement date of the lease. The lease term commences on the date when the Company has the right to control the use of the leased property. The Company elected the accounting alternative that allows the use of a risk-free discount rate for a similar term as the term of its lease.

**NOTE C - PROPERTY AND EQUIPMENT**

Property and equipment as of December 29, 2023 and December 30, 2022, consist of the following (amounts in thousands):

	Estimated Useful Lives	2023	2022
Equipment	3 years	\$ 676	\$ 657
Furniture and fixtures	8 years	104	104
Software	3 - 5 years	1,121	888
	Lesser of lease term or useful life	222	222
Leasehold improvements		2,123	1,871
		(1,647)	(1,444)
Accumulated depreciation		476	427
Total		\$ 476	\$ 427

Depreciation expense totaled approximately \$203,000 and \$247,000 for the years ended December 29, 2023 and December 30, 2022, respectively.

**Interim HealthCare Inc.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 29, 2023 and December 30, 2022**

**NOTE D - GOODWILL AND INTANGIBLE ASSETS**

Goodwill subject to amortization, as of December 29, 2023 and December 30, 2022, consists of (amounts in thousands):

	2023	2022
Goodwill	\$ 94,067	\$ 94,067
Accumulated amortization	(77,259)	(67,896)
Goodwill, net	<u>\$ 16,808</u>	<u>\$ 26,171</u>

Amortization of goodwill totaled approximately \$9,362,000 for each of the years ended December 29, 2023 and December 30, 2022. Amortization of goodwill is expected to be approximately \$9,362,000 in 2024 and \$7,446,000 in 2025.

Intangible assets subject to amortization, as of December 29, 2023 and December 30, 2022, consist of (amounts in thousands):

	2023	2022
Intangible assets:		
Franchise relationships	\$ 71,016	\$ 71,016
Accumulated amortization	(23,435)	(20,595)
Intangible assets, net	<u>\$ 47,581</u>	<u>\$ 50,421</u>

Amortization of franchise relationships totaled approximately \$2,841,000 for each of the years ended December 29, 2023 and December 30, 2022. Franchise relationships are being amortized using the straight-line method over a period of 25 years. Estimated amortization of intangible assets is expected to be approximately \$2,841,000 per year for each of the next five years.

**NOTE E - INCOME TAXES**

The components of deferred income tax assets and liabilities consist of the following at December 29, 2023 and December 30, 2022 (amounts in thousands):

	2023	2022
Receivables	\$ 922	\$ 957
General accrued expenses	1,183	972
Workers' compensation reserve	(23)	(9)
Interest expense carryforward	3,633	3,972
Property and equipment	-	(25)
Goodwill and other intangibles, net	(26,758)	(28,199)
Net operating loss carryforward	-	-
Credits and other	(1,035)	(713)
Net deferred tax liabilities	<u>\$ (22,078)</u>	<u>\$ (23,045)</u>

Changes of ownership occurred on May 19, 2006, October 31, 2012, and October 25, 2021, which limit the utilization of net operating losses and other tax attributed under Internal Revenue Code ("IRC") Section 382



**Interim HealthCare Inc.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 29, 2023 and December 30, 2022**

and Section 383. In 2021, 100% of the shares of the Company were acquired by a new US consolidated group. This acquisition resulted in a Section 383 limitation on the general business credits. The previous ownership change on September 29, 2015 did not cause any limitations under IRC Section 382 because there were no net operating losses incurred subsequent to the ownership change on October 31, 2012.

The income tax provision consists of the following for the years ended December 29, 2023 and December 30, 2022, (amounts in thousands):

	2023	2022
Current:		
Federal	\$ 1,834	\$ 1,747
State	645	936
Total current	2,479	2,683
Deferred:		
Federal	(508)	239
State	(688)	658
Total deferred	(1,196)	897
Total provision	<u>\$ 1,283</u>	<u>\$ 3,580</u>

The Company has no uncertain tax positions. Tax years subsequent to 2020 remain subject to federal examination, and tax years subsequent to 2018 remain subject to state examination.

The following is a reconciliation of income taxes at the federal statutory rate to the provision for income taxes:

	2023	2022
Statutory federal rate	21.0%	21.0%
State and local income taxes	(12.3)	219.0
Prior years adjustment	(4.0)	73.7
State rate changes	19.3	282.1
Goodwill and other permanent differences	(68.6)	729.7
	<u>(44.6)%</u>	<u>1,325.5%</u>

**NOTE F - EMPLOYEE BENEFIT PLANS**

The Company maintains a voluntary defined contribution 401(k) profit sharing plan covering all eligible employees as defined in the plan documents. The plan provides a discretionary matching contribution of up to 25% of employee contributions up to 6% of compensation contributed by eligible employees. In years when budget objectives are attained, the plan provides for up to an additional 25% discretionary matching contribution. Contributions, net of forfeitures, by the Company under this plan amounted to approximately \$49,000 and \$59,000 for the years ended December 29, 2023 and December 30, 2022, respectively.

The Company also maintains a deferred compensation plan for certain other employees. The plan was amended on July 1, 2011, and allows this defined group of employees to defer up to 75% of gross wages and the Company participates at the same levels as it contributes to the 401(k) profit sharing plan for non-

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 29, 2023 and December 30, 2022**

highly compensated employees. Prior to October 1, 2011, the plan credited each participating employee's deferral and Company match with a fixed rate of interest. Effective October 1, 2011, the Company fully funded the plan and credited earnings are now based on the performance of the underlying investments, which are presented as designated investments in the accompanying balance sheets. Deferred compensation, included in other liabilities on the accompanying balance sheets, was approximately \$1,661,000 and \$2,056,000 at December 29, 2023 and December 30, 2022, respectively. The Company incurred approximately \$11,000 and \$48,000 in expense for the deferred compensation plan for the years ended December 29, 2023 and December 30, 2022, respectively.

**NOTE G - RELATED PARTY TRANSACTIONS**

During the year ended December 31, 2021, the Company facilitated the repurchase of partnership units in the Former Parent held by former employees. The Company was to be reimbursed by the Parent; therefore, these amounts have been recorded as due from related party in the accompanying balance sheets. During the year ended December 29, 2023, the Company advanced approximately \$1,300,000 to franchise offices affiliated through common ownership, for working capital requirements.

During the year ended December 31, 2021, the Company advanced funds to an affiliate as part of the Former Parent and the Ultimate Parent's purchase of businesses. In addition, the Ultimate Parent advanced funds to the Company during the year ended December 31, 2021 to facilitate the repayment of all amounts due under the Company's then existing borrowing arrangements. These amounts are included in due to related party in the accompanying balance sheets at December 29, 2023 and December 30, 2022. Amounts due to related parties are non-interest bearing and are due on demand. The Company pays the scheduled principal and interest on behalf of the Ultimate Parent in respect of a credit facility between the Ultimate Parent and its lender. The principal amount due within one year of the year end date, under the Ultimate Parent's credit facility is included as a current liability in the accompanying balance sheets.

The Company recorded royalty revenue of approximately \$752,000 and \$749,000 from franchise offices affiliated through common ownership during the years ended December 29, 2023 and December 30, 2022, respectively.

**NOTE H - COMMITMENTS AND CONTINGENCIES**

***Operating Leases***

Fixed rent expense was approximately \$99,000 for each of the years ended December 29, 2023 and December 30, 2022. Variable rent expense, consisting of common area maintenance, taxes and insurance, for the years ended December 29, 2023 and December 30, 2022 was approximately \$76,000 and \$69,000, respectively. As of December 29, 2023, the discount rate used to calculate the Company's operating lease liability is 1.37% and the remaining lease term is 3 years.

Interim HealthCare Inc.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

December 29, 2023 and December 30, 2022

Future minimum lease commitments under the operating lease as of December 29, 2023 are as follows (amounts in thousands):

	Minimum Lease Commitments
2024	\$ 122
2025	126
2026	118
	<hr/>
Total	366
	<hr/>
Less effects of discounting	(8)
	<hr/>
Lease liability recognized	\$ 358

**Guarantees**

Under the terms of the Ultimate Parent's credit facility with its lenders, the Company has provided guarantees in the event of a default by the Ultimate Parent. At December 29, 2023, the amount outstanding under the credit facility was \$296,845,662. The Company is not aware of any events of default and no amounts have been accrued with respect to this guarantee in the accompanying balance sheets at December 29, 2023 or December 30, 2022.

Under the terms of the Ultimate Parent's Subordinated Promissory Note with its lenders executed on September 29, 2023, the Company has provided guarantees in the event of a default by the Ultimate Parent. At December 29, 2023, the amount outstanding under the Subordinated Promissory Note was \$15,000,000. The Company is not aware of any events of default and no amounts have been accrued with respect to this guarantee in the accompanying balance sheet at December 29, 2023.

**Litigation**

The Company is involved in various client and legal actions in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's financial position, results of operations or liquidity.

**NOTE I - CONCENTRATION**

The Company recorded royalty revenue from one franchisee representing 12% and 14% of total royalty revenue during the years ended December 29, 2023 and December 30, 2022, respectively. At December 29, 2023 and December 30, 2022, approximately 66% and 57% of accounts receivables were due from two franchisees.

**NOTE J - SUBSEQUENT EVENTS**

The Company evaluated all events and transactions that occurred after December 29, 2023 through November 4, 2024, the date the Company's financial statements were available to be issued.

**Interim HealthCare Inc.**

**NOTES TO FINANCIAL STATEMENTS - CONTINUED**

**December 29, 2023 and December 30, 2022**

Subsequent to December 31, 2023, the Company entered into an agreement to provide administrative services to an entity over a three year period in exchange for total payments of approximately \$17.1 million, \$5.1 million of which was received on the date of the agreement with the remaining \$12.0 million due in equal monthly installments beginning in April 2025 and ending in September 2026.

**THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT.  
PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE  
ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE  
FIGURES OR EXPRESS HIS/HER OPINION WITH REGARD TO THE CONTENT OR  
FORM.**

**Interim HealthCare Inc.**  
**BALANCE SHEET**  
**March 31, 2025**  
**(Amounts in Thousands, Except Share Data)**

	<b>2025</b>
<b>ASSETS</b>	
<b>Current assets</b>	
Cash	\$ 7,749
Restricted cash with fiscal agents	332
Accounts receivable, net of allowance for credit losses	2,288
Note receivable	415
Note receivable from related party	1,616
Other current assets	2,065
Total current assets	14,465
Goodwill, net	5,105
Trademarks	53,518
Intangible assets, net	44,030
Property and equipment, net	538
Right of use asset, net	146
Designated investments	1,041
Due from related party	15,218
Other assets	305
Total assets	<u>\$ 134,366</u>
<b>LIABILITIES AND STOCKHOLDER'S EQUITY</b>	
<b>Current liabilities</b>	
Accounts payable	\$ 8,110
Accrued expenses	4,134
Operating lease liability, current	65
Tax Payable	6,033
Total current liabilities	18,342
<b>Long-term liabilities</b>	
Other liabilities	4,732
Operating lease liability, net of current portion	145
Deferred tax liability	20,788
Due to related party, net of current portion	61,889
Total long-term liabilities	87,554
<b>Stockholder's equity</b>	
Common stock - par value \$10.00; 10,000 shares authorized, issued and outstanding at March 31, 2025	100
Additional paid-in capital	73,159
Accumulated deficit	(44,789)
Total stockholder's equity	28,470
Total liabilities and stockholder's equity	<u>\$ 134,366</u>

Interim HealthCare Inc.

**STATEMENTS OF OPERATIONS**  
**Quarter ended March 31, 2025**  
**(Amounts in Thousands)**

	<u><b>2024</b></u>
<b>Net revenue</b>	\$ 9,739
<b>Operating costs and expenses</b>	
Selling, general and administrative	5,038
Depreciation and amortization	<u>3,095</u>
Total operating costs and expenses	<u>8,133</u>
(Loss) income from operations	1,606
<b>Other income</b>	
Interest and financing income, net	<u>-</u>
(Loss) income before provision for income taxes	1,606
Provision for income taxes	<u>463</u>
<b>NET LOSS</b>	<u><u>\$ 1,143</u></u>

The accompanying notes are an integral part of these financial statements.

**EXHIBIT I**

**OPERATIONS MANUAL TABLE OF CONTENTS**



# **INTERIM HEALTHCARE**

## **Home Health OPERATIONS MANUALS**

### **Table of Contents (267 Pages)**

#### **Starting Up Home Health**

Establish or Expand Your Business - Home Health

Basic Business Set Up

Site Selection

Plan Your Office Space

Obtain a National Provider Number

Obtain a State License

Complete Clearance Process for the Office of Civil Rights

Complete Medicare Enroll Application

Chapter 1: Introduction ..... 2

Chapter 2: Process ..... 20

Section 1: Client Order/Intake ..... 22

Section 2: Reimbursement Sources ..... 26

Section 3: Authorization ..... 32

Section 4: Scheduling ..... 34

Section 5: Communication ..... 38

Section 6: Physician Orders ..... 39

Section 7: Clinical Management ..... 43

Section 8: Billing ..... 45

Section 9: Financial Files ..... 46

Chapter 3: Human Resources ..... 47

Section 1: Interviewing ..... 48

Section 2: Candidate and Applicant Files ..... 61

Section 3: Job Applicant Logs ..... 63

Section 4: Personnel Files .....	66
Section 5: Orientation .....	67
Chapter 4: Recruitment .....	71
Chapter 5: Employee Retention .....	93
Chapter 6: The Art of Selling .....	99
Chapter 7: The Interim HealthCare Sales Process .....	110
Chapter 8: Customer Service .....	131
Chapter 9: Management Skills .....	139
Chapter 10: Integrity and Compliance .....	143
Chapter 11: Regulations and Standards .....	148

**EXHIBIT J**

**STATE EFFECTIVE PAGE**

## STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws if an effective date is noted below for the state:

State	Effective Date
California	Exempt
Hawaii	Not Registered
Illinois	Exempt
Indiana	Exempt
Maryland	Not Registered
Michigan	December 16, 2025
Minnesota	Not Registered
New York	Exempt
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	Not Registered

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

**EXHIBIT K**  
**RECEIPTS**

## ITEM 23 RECEIPTS

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Interim Healthcare Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Interim Healthcare Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred it should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency.

The name, principal business address, and telephone number of each franchise seller is as follows:

Mickey Antley, VP, Growth and Development  
Interim Healthcare Inc.  
1551 Sawgrass Corporate Parkway, Suite 230  
Sunrise, FL 33323  
(954) 858-2672

Issuance Date: June 9, 2025.

We authorize the agents listed in Exhibit E to receive service of process for us. I have received a Disclosure Document dated June 9, 2025, that included the following Exhibits and other Attachments:

Exhibit A	Interim HealthCare Franchise Agreement	Exhibit F	List of State Administrators
Exhibit B	Additional Disclosures Required by Certain States	Exhibit G	List of Franchises/Terminated Franchises
Exhibit C	Business Associate Agreement	Exhibit H	Financial Statements
Exhibit D	Deposit Remittance Form	Exhibit I	Operations Manual Table of Contents
Exhibit E	Agents for Service of Process	Exhibit J	State Effective Page
		Exhibit K	Receipts

\_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

*(Please retain this copy for your records.)*

## ITEM 23 RECEIPTS

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Interim Healthcare Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least ten (10) business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Interim Healthcare Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred it should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency.

The name, principal business address, and telephone number of each franchise seller is as follows:

Mickey Antley, VP, Growth and Development  
Interim Healthcare Inc.  
1551 Sawgrass Corporate Parkway, Suite 230  
Sunrise, FL 33323  
(954) 858-2672

Issuance Date: June 9, 2025.

We authorize the agents listed in Exhibit E to receive service of process for us. I have received a Disclosure Document dated June 9, 2025, that included the following Exhibits and other Attachments:

Exhibit A	Interim HealthCare Franchise Agreement	Exhibit F	List of State Administrators
Exhibit B	Additional Disclosures Required by Certain States	Exhibit G	List of Franchises/Terminated Franchises
Exhibit C	Business Associate Agreement	Exhibit H	Financial Statements
Exhibit D	Deposit Remittance Form	Exhibit I	Operations Manual Table of Contents
Exhibit E	Agents for Service of Process	Exhibit J	State Effective Page
		Exhibit K	Receipts

\_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

*(Please return this copy to us.)*