

FRANCHISE DISCLOSURE DOCUMENT



Amada Franchise, Inc.
a Delaware corporation
901 Calle Amanecer, Suite 350
San Clemente, CA 92673
(888) 99-AMADA or (949) 284-8036
[franchisedevelopment@
amadaseniorecaresteve.kwon@amadafranchise.com](mailto:franchisedevelopment@amadaseniorecaresteve.kwon@amadafranchise.com)
www.AmadaSeniorCare.com/franchise

As a franchisee you will operate a business under the Amada Senior Care name and system for the provision of non-medical homemaker and homecare services for the elderly and others needing assistance in daily living, as well as placement services for seniors, administration and coordination of care under long-term insurance claims and, subject to certain qualifications, skilled nursing and staffing services.

The total investment necessary to begin operation of an Amada Senior Care franchise is ~~\$116,765~~ \$118,190 to ~~\$278,040~~ \$430,050 or, if you are a licensed nurse and you choose to offer to clients skilled care services, ~~\$136,065~~ \$137,490 to ~~\$312,940~~ \$464,950. This includes ~~\$557,000~~ that must be paid to the franchisor or affiliate. ~~The total investment necessary to begin operation of the first of two Amada Senior Care businesses under the Development Agreement is \$144,265 to \$305,540 or, if you are a licensed nurse and you choose to offer to clients skilled care services, \$134,450 to \$305,100. This includes \$82,500 that must be paid to the franchisor or its affiliate.~~

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 disclosure document.**

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your 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, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at 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: ~~April 5, 2024, as amended August 30, 2024~~, 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:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	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 Exhibits H and J.
How much will I need to invest?	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.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit FD includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Amada Senior Care business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an Amada Senior Care franchisee?	Item 20 or Exhibit HF and Exhibit JH list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	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 in order 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 the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit [K.I.](#)

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 ~~and development agreement requires~~ requires you to resolve disputes with the franchisor by mediation and/or arbitration only in California. Out-of-state mediation or arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate or litigate with the franchisor in California than in your own state.
2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
3. **Spousal Liability.** Your spouse may be required to sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
5. ~~**Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.~~

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.

ADDENDUM TO AMADA SENIOR CARE
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF 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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on your right to join an association of franchisees.
- (b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits us to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision 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 us to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applied only if: (i) the term of the franchise is less than 5 years and (ii) you are prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or you do not receive at least 6 months' advance notice of our intent not to renew the franchise.
- (e) A provision that permits us 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 you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent us 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 transferee to meet our then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of us or our subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) Your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you 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.

Any questions regarding this Notice shall be directed to the Department of Attorney General, Consumer Protection Division, P.O. Box 30213, Lansing, Michigan 48909 and (517) 335-7567.

Despite subparagraph (f) above, we intend to enforce fully the provisions of the arbitration section contained in our Franchise Agreement. We believe that subparagraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration section. You acknowledge that we will seek to enforce that section as written, and you will agree in the Franchise Agreement to abide by its terms.

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	9
ITEM 2 BUSINESS EXPERIENCE	16
ITEM 3 LITIGATION	18
ITEM 4 BANKRUPTCY	21
ITEM 5 INITIAL FEES	21
ITEM 6 OTHER FEES	22
ITEM 7 ESTIMATED INITIAL INVESTMENT	27
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	32
ITEM 9 FRANCHISEE'S OBLIGATIONS	35
ITEM 10 FINANCING	36
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	36
ITEM 12 TERRITORY	48
ITEM 13 TRADEMARKS	55
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	57
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	58
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	60
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTIONTHE FRANCHISE RELATIONSHIP	61
ITEM 18 PUBLIC FIGURES	67
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	67
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	70
ITEM 21 FINANCIAL STATEMENTS	77
ITEM 22 CONTRACTS	78
ITEM 23 RECEIPTS	78
<u>ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES</u>	<u>1</u>
<u>ITEM 2 BUSINESS EXPERIENCE</u>	<u>88</u>
<u>ITEM 3 LITIGATION</u>	<u>114</u>
<u>ITEM 4 BANKRUPTCY</u>	<u>144</u>
<u>ITEM 5 INITIAL FEES</u>	<u>144</u>

ITEM 6 OTHER FEES	151 5
ITEM 7 ESTIMATED INITIAL INVESTMENT	222 2
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	282 8
ITEM 9 FRANCHISEE’S OBLIGATIONS	313 1
ITEM 10 FINANCING	323 2
ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	323 2
ITEM 12 TERRITORY	464 6
ITEM 13 TRADEMARKS	535 3
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	565 6
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	575 7
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	595 9
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP	606 0
ITEM 18 PUBLIC FIGURES	676 7
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	676 7
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	747 3
ITEM 21 FINANCIAL STATEMENTS	848 3
ITEM 22 CONTRACTS	858 4
ITEM 23 RECEIPTS	858 4

EXHIBITS

- A. Franchise Agreement
- B. ~~Development Agreement~~
- ~~C. Confidentiality, Non-Disclosure and Non-Competition Agreement~~
- ~~D. State Addenda~~
- ~~E.C.~~ Statement of Franchisee
- ~~F.D.~~ Financial Statements
- ~~G.E.~~ Operations Manual Table of Contents
- ~~H.F.~~ Current Franchisees
- ~~I.G.~~ Company-Owned Outlets
- ~~J.H.~~ Franchisees Who Left the System During Past Fiscal Year or Who Have Not Communicated Within 10 Weeks of Issuance Date
- ~~K.I.~~ State Franchise Administrators and Agents for Service of Process
- ~~L.J.~~ Contracts for use with the Amada Senior Care Franchise
 - ~~J-1.~~ Form of General Release
 - ~~J-2~~ Confidentiality, Non-Disclosure and Non-Competition Agreement
 - ~~J-3~~ Collateral Assignment of Lease
 - ~~J-4~~ Skilled Care Addendum
 - ~~J-5~~ Business Associate Agreement
 - ~~J-6~~ Requested Assignment
 - ~~J-7~~ Authorization to Initiate Debit Entries
 - ~~J-8~~ Consent to Transfer
 - ~~J-9~~ E-2 Addendum to Franchise Agreement
 - ~~J-10~~ Addendum to Successor Franchise Agreement
 - ~~J-11~~ Transfer Addendum
- ~~K.~~ State Effective Dates
- ~~L.~~ Receipt

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, “we,” “us” and “our” refers to Amada Franchise, Inc., the franchisor. “You” means the person or entity that buys the franchise. If the franchisee is a corporation, partnership, or other entity, “you” also may mean its owners.

The Franchisor, its Affiliates, Parents and Predecessors

We were originally formed as a Wyoming corporation on January 27, 2012, and were converted to a Delaware corporation on April 27, 2022. Our principal place of business is 901 Calle Amanecer, Suite 350, San Clemente, CA 92673. We do business under the name “Amada Senior Care” in addition to our corporate name. We have offered franchises in this line of business since March 2012. We do not own or operate businesses of the type being offered. However, our subsidiary Amada OC, Inc. currently operates five Amada Senior Care businesses in Orange County, CA, our subsidiary ASC Idaho, LLC currently operates one Amada Senior Care business in San Clemente, CA, Boise, ID and our affiliate ASC Iowa, LLC currently operates one Amada Senior Care business in Des Moines, IA. We do not engage in any other business activities and have not offered franchises in any other line of business.

Our agents for service of process are listed in **Exhibit KI**. We do not have a parent or predecessor company. We have 4 affiliates that are required to be disclosed in this Item.

Our affiliate LTC Now Nurseloop, LLC (“LTC Now Nurseloop”) has a principal business address at 411 East Bonneville Ave., Suite ~~400440~~, Las Vegas, NV 89101. LTC Now Nurseloop is the owner of proprietary software, RelyFy, which some of our franchisees may use in connection with their Amada Senior Care Business. LTC Now Nurseloop has never conducted a business of the type that you will operate and has never offered franchises in any line of business.

Our affiliate My Senior Care Finder, LLC (“**MSCF**”) has a principal business address at 4730 S. Fort Apache Road, Suite 300, Las Vegas, NV 89147. MSCF is the owner of proprietary software, Placed, which some of our franchisees may use in connection with their Amada Senior Care Business. MSCF has never conducted a business of the type that you will operate and has never offered franchises in any line of business.

Our affiliate Senior Care Ventures, LP (“**Senior Care Ventures**”), has a principal business address at 411 East Bonneville Ave., Suite 400, Las Vegas, NV 89101. Senior Care Ventures is the parent company of MSCF and LTC Now Nurseloop. Senior Care Ventures has never conducted a business of the type that you will operate and has never offered franchises in any line of business.

Our affiliate, SCV GP, Inc. (“**SCV**”), has a principal business address at 411 East Bonneville Ave., Suite 400, Las Vegas, NV 89101. SCV is the general partner of Senior Care Ventures. SCV has never conducted a business of the type that you will operate and has never offered franchises in any line of business.

Description of the Franchise

It is not necessary that you have experience in the health care industry prior to purchasing an Amada Senior Care franchise. If you are approved to purchase a franchise, we will grant you the right to operate one Amada Senior Care business (the “**Amada Senior Care Business**”) according to formats, systems, standards and procedures we develop for use in connection with the Marks (the “**System**”). At a minimum, Amada Senior Care Businesses currently offer non-medical homemaker, companionship,

personal care services, personal technology services, and equipment to the elderly and others who need assistance in daily living (“**Senior Care**”), placement services for seniors (“**Senior Placement Services**”), staffing personnel services (“**Staffing Services**”) and services administering and/or coordinating care for long-term insurance claims (“**Administration Services**”).

Senior Care typically is provided to clients within their home and includes companionship, meal preparation, light housekeeping, grocery and clothing shopping, grooming and dressing guidance, and assistance with recreational activities. You will design a customized Senior Care plan for each of your clients, whose care needs may range from periodic care to 24-hour/7 days a week live-in care. Senior Placement Services include placing clients into assisted living facilities and communities, residential care homes, adult family homes and memory care facilities. Administration Services include reviewing long term care insurance policies for individuals, administering and/or coordinating care for long-term insurance claims and acting as a liaison between individuals and their insurers.

We may also approve of you offering additional services as part of the Amada Senior Care Business, depending upon your qualifications, skills and performance. These additional services currently include Skilled Care and Staffing Services.

Staffing Services. Staffing Services involves contracting caregivers, registered nurses, licensed practical nurses, nurse practitioners, home health aides, medical assistants, medical secretary/receptionists, occupational health nurses, phlebotomists, physician assistants, certified nurse assistants, physical therapists, occupational therapists, speech therapists, case managers and other approved healthcare to hospitals, personnel with skilled nursing facilities, doctor’s offices, assisted living communities, home health and hospice agencies, and other approved healthcare related entities on a temporary, temporary-to-hire, and direct hire basis.

To offer Staffing Services as part of the Amada Senior Care Business you must (a) be in compliance with the Franchise Agreement; (b) obtain required insurance policies; (c) obtain all applicable licenses and permits and be in full compliance with all federal, state and local laws and regulations; (d) sign the Staffing Services Addendum, attached to the Franchise Agreement at **Attachment E**; and, if necessary, (e) sign the Business Associate Agreement, the current form of which is attached to the Franchise Disclosure Document at **Exhibit J-5**. Some state laws may require you to offer Staffing Services through an entity other than the entity you establish to operate the Amada Senior Care Business. If you establish a separate entity for this purpose, it must have the same ownership as the entity that operates the Amada Senior Care Business and it must sign a joinder to the Franchise Agreement, agreeing to be bound by its terms and conditions.

Skilled Care. Skilled Care is a comprehensive clinical-based model of care for clients, specifically in the form of home and community-based services, ordered by a physician and provided by licensed professional care staff. Skilled Care includes medication setups, vital signs monitoring, wound care, rehabilitation, assistance with administering medications, ambulation and exercise based on an established care plan, reporting of conditions and changes to supervising registered nurse and/or doctor, taking and recording vital signs as instructed, in-home injections and infusions with doctor’s order (provided you and/or your employees are licensed under applicable law to do so), bath visits, physical and occupational therapy, transportation to and from doctor’s appointments, and travel companionship services as permitted under applicable federal, state, and local laws and regulations.

To be eligible to be authorized to offer and provide Skilled Care as part of the Amada Senior Care Business you must meet certain conditions, which currently include that you: (a) be open and operating for a minimum of 2 years (but if you are a licensed nurse in good standing under applicable laws we will waive this requirement); (b) have \$1,000,000 in annual Gross Billings or an average of \$83,000 of Gross Billings for the most recent 6-month period (but if you are a licensed nurse in good standing under applicable laws

we will waive this requirement); (c) be in compliance with the Franchise Agreement; (d) contract with an approved third-party consulting firm to obtain comprehensive training and support related to Skilled Care; (e) obtain applicable insurance policies; (f) obtain all applicable licenses and permits and be in full compliance with all federal, state and local laws and regulations; (g) sign ~~theour~~ Skilled Care Services Addendum, ~~attached to the Franchise Agreement at Attachment J;~~ and ~~(h) sign the Business Associate Agreement, the current versions of which are~~ attached to the Franchise ~~Agreement at Attachment K~~Disclosure Document in Exhibit J. Some state laws may require you to offer Skilled Care through an entity other than the entity you establish to operate the Amada Senior Care Business. If you establish a separate entity for this purpose, the entity must have the same ownership as the entity that operates the Amada Senior Care Business and it must sign a joinder to the Franchise Agreement, agreeing to be bound by its terms and conditions. We do not currently provide operational or marketing support for Skilled Care services. You must get our written approval for the use of any third party operational or marketing support services.

~~**Staffing Services.** Staffing Services involves contracting caregivers, registered nurses, licensed practical nurses, nurse practitioners, home health aides, medical assistants, medical secretary/receptionists, occupational health nurses, phlebotomists, physician assistants, certified nurse assistants, physical therapists, occupational therapists, speech therapists, case managers and other approved healthcare practitioners to hospitals, skilled nursing facilities, doctor's offices, assisted living communities, home health and hospice agencies, and other approved healthcare related entities.~~

~~To be eligible to be authorized to offer Staffing Services as part of the Amada Senior Care Business you must meet certain conditions, which currently include that you: (a) have earned \$83,000 in monthly Gross Billings for at least 1 month in the most recent 6 month period; (b) be in compliance with the Franchise Agreement; (c) obtain required insurance policies; (d) obtain all applicable licenses and permits and be in full compliance with all federal, state and local laws and regulations; (d) sign the Staffing Services Addendum, attached to the Franchise Agreement at Attachment L; and (h) sign the Business Associate Agreement, attached to the Franchise Agreement at Attachment K. If you establish a separate entity to offer Staffing Services, it must have the same ownership as the entity that operates the Amada Senior Care Business and it must sign a joinder to the Franchise Agreement, agreeing to be bound by its terms and conditions.~~

We identify the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the mark “Amada”, distinctive trade dress, and such other trade names, trademarks, and service marks as we now designate or may in the future designate in writing for use in connection with the System (“**Marks**”). We and our affiliates continue to develop, use, and control the use of the Marks in order to identify for the public the source of services and products marketed under the System, and to represent the System’s high standards of quality, appearance and service.

You must operate your business in accordance with the System including our methods, standards, protocols and specifications which we prescribe in our confidential operating manual and various other confidential manuals and materials prepared for use by franchisees (collectively, “**Operations Manual**”). The Operations Manual covers aspects of Amada Senior Care Business operations including client service standards, conditions of participation, licensure requirements, and staffing and scheduling standards. We reserve the right to modify the Operations Manual from time to time.

Clients of Amada Senior Care Businesses may be private pay or, if you approve, pay you through long-term care insurance or workers’ compensation. You will hire employees in your discretion to provide care services to your clients in accordance with our requirements and all applicable laws. Institutional clients to whom your services may be marketed include healthcare facilities like hospitals, nursing

facilities, assisted living communities and clinics. You are solely responsible for screening, hiring, managing, scheduling, paying, terminating, and setting all terms and conditions of employment for your staff. You may offer to clients the services of home health aides, personal care attendants and access to licensed clinical social workers who may provide case management consultation. If you are also authorized to provide Skilled Care, you may also offer the services of registered nurses, licensed vocational/practical nurses, nurse practitioners, occupational health nurses, phlebotomists, certified nurse assistants, physician assistants, medical assistants, therapists and other positions in any home or healthcare institutional setting.

Additional Amada Senior Care Businesses

If you are an existing franchisee and you are in compliance with the Franchise Agreement, you may apply for the right to establish and operate additional Amada Senior Care Businesses. Your application must include documentation we request, which may include proof of adequate capitalization and a summary of your organizational structure. We may grant you an additional franchise if we determine that you meet all of our then-current conditions for new franchisees, there is an available opportunity for an Amada Senior Care Business in an area outside of your Designated Territory, and such area is within our strategic growth plan. There is no guarantee that your application will be granted, even if all then-current conditions have been met. We have sold additional franchises to many franchisees; however, we evaluate each request on an individual basis. Each additional Amada Senior Care Business will be operated under a separate Franchise Agreement on our then-current form, which may contain materially different terms from the Franchise Agreement included with this disclosure document.

Development Rights

~~Before signing or at the same time as signing a Franchise Agreement, we and you may sign a “Development Agreement” (Exhibit B) under which you and/or any company of which you own 80% of the ownership interests (a “Controlled Affiliate”) will sign franchise agreements for you and develop a specified number of Amada Senior Care Businesses to be located within a specifically described geographic area (the “Territory”). Before you sign the Development Agreement, we and you will agree to the Territory, the number of Amada Senior Care Businesses you must open in the Territory, and the timeframe within which you must sign franchise agreements for and open each Amada Senior Care Business (the “Development Schedule”). A minimum number of 2 Amada Senior Care businesses must be opened under the Development Agreement. We will grant Amada Senior Care Business franchises under the Development Agreement only to you or your Controlled Affiliates, and franchises that we grant to your Controlled Affiliates will count toward your Development Schedule. You (or your Controlled Affiliates) will sign our then current form of franchise agreement, which may differ from the Franchise Agreement included in this disclosure document, for each Amada Senior Care Business developed under the Development Agreement.~~

The Market and Competition

Amada Senior Care Businesses compete with other national and local businesses and sole proprietors performing similar services. Disabled adults and seniors who are 65 years and older comprise the primary market for Amada Senior Care Businesses. A smaller portion of clients may be workers' compensation recipients and others who need extra assistance in daily living. There has been a recent increase in the number of competitors in the home and community-based care industry, providing services similar to those that Amada Senior Care Businesses offer and competing directly for clients, ranging from individual caregivers to large national competitors, including other franchised systems. Additionally, you may compete in some states with home care registries that operate under an independent contractor model.

Regulations

You must comply with all federal, state, and local laws and regulations that apply to the operations of your Amada Senior Care Business, including those pertaining to the home and community-based care industry, professional and facility licensing, workers' compensation, corporate, tax, environmental, sanitation, insurance, no smoking, EEOC, OSHA, non-discrimination, employment and sexual harassment laws.

With our approval, you may obtain a Medicare and Medicaid provider number and provide non-medical Medicare and Medicaid services. Also, with our approval, you may obtain a state waiver and/or a home health care license. You may also furnish services to Department of Veterans Health Administration beneficiaries as described more fully in the Operations Manual.

a. Licensure; Record Keeping: Before you can begin operating your Amada Senior Care Business, you must obtain and maintain any home health care, personal attendant / care services or employment related permits, licenses, certifications or other indications of authority necessary for the operation of your Amada Senior Care Business, including but not limited to a home health care license, personal attendant / care services license, senior placement services license, nurse staffing and/or employment agency license; you must also comply with the applicable screening requirements of home care workers. If you operate in multiple states, you must comply with the license requirements of each state. Some jurisdictions may also require that you obtain a Certificate of Need. Some states may require you to obtain a license to provide employment services. We may require you to obtain a particular permit, license or accreditation from entities such as The Joint Commission or the Community Health Accreditation Partner. Some states may require you to hire a nursing director and/or an administrator, in which case you will need to have a nursing director and/or administrator on your staff before opening your Amada Senior Care Business. Some states have imposed a moratorium on the issuance of home health care licenses, nurse staffing licenses, federal health care program certifications and other in-home healthcare licenses or permits. Licensure times may vary by state, and even by applicant, depending on the applicable state's backlog, time of year, and the reviewer. You are responsible for investigating the availability and requirements for obtaining all necessary licenses in your state(s).

To provide Skilled Care, you must employ registered nurses, licensed practical nurses or licensed vocational nurses. The professional nursing staff that you will employ must be in good standing and licensed with the board of nursing in your state, along with verification of any exclusions to participate in a state or federal health care program, if applicable. Each nurse's license will be verified by you upon their hire and annually thereafter. Nursing staff will utilize their professional judgment and must follow the standards of nursing practice as mandated by the applicable state board of nursing rules. No individual or business may interfere with the professional judgment of licensed caregivers. Your scope of authority over licensed and unlicensed caregivers is that of an employer, following employment standards and requirements within your state. This includes the setting of working hours, rates of pay and other laws and regulations governing the employment relationship.

If required by state regulations, you will also hire a qualified registered nurse to oversee Skilled Care services. Some states require that this position be full-time, while others permit it to be part-time. In these states, the registered nurse must oversee services at the location where services are rendered in the capacity of Director of Nursing or Nursing Supervisor. The Director of Nursing or Nursing Supervisor is responsible for client assessments, nursing supervisory visits, clinical staff interviews and the oversight of skilled nursing cases. A back-up registered nurse may also be required to ensure full coverage when the Director of Nursing or Nursing Supervisor is not available.

You will be providing non-Medicare and non-Medicaid Skilled Care services to your clients and therefore will not be permitted to directly bill Medicare or Medicaid insurance for services.

You will be required to pay a fee to the state agency responsible for enforcing any of these requirements. State licensing, certification and registration statutes and regulations may require a minimum level of education or related work experience and/or the payment of a fee in order to obtain the license. You may also be required to employ a full-time registered nurse to comply with the regulations in your state governing nursing agencies and/or home health agencies. You may also be required to create a separate legal entity to provide Skilled Care. You should inquire about any applicable laws, regulations, your corresponding obligations and cost of compliance.

States have different licensing and compliance requirements, with some having no state specific requirements and others having numerous state specific requirements. As applicable, you can complete and submit your licensing requirements to your state's licensing departments with our guidance, or you can purchase the licensing assistance of a third-party consultant or home and community-based care licensing service. The cost of state licensing and compliance guidance ranges from \$1,400 to \$7,000, as disclosed below in Item 7. If you have not completed the licensing requirements and submitted them to the applicable state licensing department within 45 days of signing the Franchise Agreement, we may require you to purchase the licensing assistance from a third-party home care licensing service at your expense.

Some states may also have specific record-keeping or other requirements for health care providers. You are responsible for investigating and complying with any such laws that may apply in your territory.

b. Anti-Kickback Laws: Certain provisions of the Social Security Act, commonly referred to as the "Anti-Kickback Statute," a healthcare fraud and abuse statute, prohibit the exchange of remuneration, specifically – knowingly and willfully offer, payment, solicitation or receipt of any form of remuneration either in return for the referral of patients or patient care opportunities, directly or indirectly, paid in whole or in part by a federal health care program, including the Veterans Administration ("VA"), or in return for the recommendation, arrangement, purchase, lease or order of items or services paid in whole or in part by a federal health care program, including VA benefits. The Anti-Kickback Act is expansive in scope and has been broadly interpreted by courts in many jurisdictions. Additionally, a number of states have enacted laws which prohibit payment for referrals, inducements and other types of "kickback" arrangements. These state laws, along with some federal laws, sometimes apply to all patients regardless of their insurance coverage. You are responsible for investigating the applicability of any anti-kickback laws to the operation of your Amada Senior Care Business.

c. State Stark Laws: Several states have enacted variations of the federal statute commonly referred to as the "Stark Law" (also known as the physician self-referral law), which prohibits physicians from referring certain designated health services paid by Medicare or Medicaid to entities with which the physician has an ownership, compensation relationship or financial relationship. Potential penalties include denial of government payment, recoupment, fines, other penalties and exclusion from government program participation. These laws may contain various exceptions to the referral prohibitions. If you are in a position to refer patients to your own Amada Senior Care Business, you are responsible for consulting with competent legal counsel regarding the existence and applicability of these laws to your Amada Senior Care Business.

d. HIPAA and State Health Information Privacy Laws: You must comply with any applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including all regulations implementing HIPAA. You must sign ~~the our then-current form of~~ Business Associate Agreement, the current form of which is attached to the Franchise Agreement at **Attachment K** Disclosure Document in Exhibit J. To the extent applicable, you must obtain authorization from a client

prior to acquiring any client protected health information. To the extent applicable, you must create and maintain documented policies and procedures necessary to comply with HIPAA, comply with applicable state privacy laws intended to protect protected health information, and train your employees on the content of those policies and procedures. Most states have implemented state-specific laws protecting the privacy and confidentiality of various types of protected health information. You must identify and comply with all applicable state health information privacy laws.

e. Fee-Splitting Prohibitions:- You may have an opportunity to develop relationships with various suppliers through the System or in your local market. Through these relationships, you may receive referrals or revenue generating opportunities from health care providers as well as non-health care businesses. As a result, you should be aware of the following:

i. The laws of some states prohibit health care providers from splitting professional fees with non-medical companies that provide a different set of services to the clients of those health care providers. These statutes are sometimes quite broad and may prohibit you from participating in otherwise legitimate business arrangements.

ii. A number of states also prohibit or limit 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 a licensed medical professional. The arrangements or payments associated with such arrangements must be within fair market value determined by an independent third party evaluator and must comply with applicable state and federal law.

iii. Other states only prohibit fee splitting arrangements that are based on referrals.

iv. Penalties for violating these fee-splitting statutes or regulations may include the revocation, suspension or probation of a health care professional's license, or other disciplinary action including but not limited to 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.

f. Other Federal Regulations:- There are a number of federal laws prohibiting certain activities and arrangements relating to services or items which are reimbursable by Medicare or Medicaid. Even though we generally prohibit you and your Amada Senior Care Business from participating in government payment programs (with some exceptions noted above) unless you obtain our prior written approval, your Amada Senior Care Business may from time to time provide staff to other facilities, including those that participate in Medicare or Medicaid programs. While Medicare and Medicaid laws may not apply to your Amada Senior Care Business, these laws may apply to those facilities, including laws prohibiting Medicare- or Medicaid-participating facilities from employing providers excluded from those programs. If a practitioner is an excluded provider from Medicare or Medicaid, he or she will be prohibited from receiving payment from that facility. It is your responsibility to determine whether and to what extent employees of your Amada Senior Care Business need to be screened for their possible excluded status in these or other payment programs. To the extent your Amada Senior Care Business accepts reimbursement directly from the VA, it will be required to satisfy the applicable regulatory requirements the VA imposes on its vendors, including but not limited to the federal acquisition regulations and various VA contract requirements. The federal False Claims Act imposes civil liability on persons or corporations which submit or cause to be submitted false or fraudulent claims for payment to the government, including failure to return overpayments. A violation of the False Claims Act may result in liability for fines, treble damages, attorneys' fees, and exclusion from federal health care programs.

In connection with Staffing Services you will need to consider joint-employer and co-employer laws and regulations when you develop a staffing model. You are solely responsible for investigating,

understanding and complying with all laws, regulations and requirements for providing staffing services, which include (but are not limited to) federal and state Department of Labor rules as well as wage-hour laws and joint-employer standards. Some states require that you obtain a license to perform direct hire placement or other employment staffing services and the licensing requirements for staffing vary by state. You must follow employment standards and requirements within your state. This includes critical issues such as overtime and holiday pay rates, state and federal wage orders, meals and break time requirements, and time care management. You may also share responsibility with clients for complying with the American with Disabilities Act and the National Labor Relations Act.

g. Compliance with Laws and Regulations: -Laws, regulations, rules and orders may change at any level of government and state or local government administrators may increase the scrutiny applied to home care or staffing agencies including Amada Senior Care Businesses from time to time. As such, the costs of compliance may increase and you may be limited in the types of services you can provide in the future. At all times you are responsible for remaining informed about and complying with changes in laws, regulations, rules and orders that may impact the operation of your Amada Senior Care Business. This includes laws, rules and orders concerning pandemics and public health issues which may require businesses in the health care industry to materially modify or limit operations for an indeterminate period. You should consult with professional advisors regarding all of the laws, regulations, rules and orders that you will be required to comply with.

ITEM 2 BUSINESS EXPERIENCE

Unless otherwise noted, the individuals listed below are located in San Clemente, California.

Co-Founder and Chief Executive Officer: Tafa Jefferson

Mr. Jefferson has served on our Board of Directors and as our Chief Executive Officer since January 2012. ~~Since September 2011, he has been a Managing Member of Fourth and Inches, LLC, of Ladera Ranch, California. Since March 2013, he has served as a Member of On First Sound, LLC of Ladera Ranch, California.~~ Since March 2011, he has served as the Administrator of Amada Home Health, Inc. of San Clemente, California. Since November 2007, Mr. Jefferson has served as the Founder and Chief Executive Officer of Amada Senior Care, Inc. ~~of Ladera Ranch, California of San Juan Capistrano, California. Since April 2017, Mr. Jefferson has been a Henry Crown Fellow member and graduate in the Aspen Institute in Aspen, Colorado.~~ Since November 2018, Mr. Jefferson has served as a Director and Chief Executive Officer of Amada OC, Inc. in San Clemente, California. Since February 2021, Mr. Jefferson has been a Director of SCV of Las Vegas, Nevada. Since September 2022, Mr. Jefferson has been appointed to the Executive Board of Directors of the Lincoln Institute in Newport Beach, California. Since October 2022, Mr. Jefferson was elected to serve as an Executive Board Member and Director of Ladera Ranch Civic Council in Ladera Ranch, California. Since January 2023, Mr. Jefferson has been appointed to the Board of Regents of the University of the Pacific in Stockton, California. ~~Since February 2023, Mr. Jefferson has been a Managing Member of Lucy Lou, LLC in Evergreen, Montana.~~ Since November of 2023, Mr. Jefferson has served as a Dementia Care Provider on the National Roundtable Board for the ~~Alzheimers~~Alzheimer's Association in Chicago, Illinois.

Co-Founder and President: Chad Fotheringham

Mr. Fotheringham has served on our Board of Directors and as our President since January 2012. ~~Since September 2011, he has been a Managing Member of Fourth and Inches, LLC, of Ladera Ranch, California. Since March 2013, he has served as a Member of On First Sound, LLC of Ladera Ranch, California.~~ Since March 2015, he has served as the President of Amada Home Health, Inc., of San

Clemente, California. Since November 2014, he has served as the President of Amada Senior Care, Inc. of ~~Ladera Ranch~~ San Juan Capistrano, California. Since November 2018, Mr. Fotheringham has been a Director of Amada OC, Inc. in San Clemente, California. Since February 2021, Mr. Fotheringham has been President and Director of SCV of Las Vegas, Nevada. Mr. Fotheringham is based in Highland, Utah.

Executive Chairman: Jared Turner

Mr. Turner has served as our Executive Chairman since April 2014 and on our Board of Directors since January 2012. Since November 2018, Mr. Turner has been a Director of Amada OC, Inc. in San Clemente, California. ~~From April 2014 to December 2019 and since~~ Since June 2020, Mr. Turner has been a Managing Member of Pure Life Recovery, LLC, of San Clemente, California. Since August 2020 and February 2021, respectively, Mr. Turner has been a Director and Executive Chairman of SCV of Las Vegas, Nevada. Since July 2021, Mr. Turner has been a Director of MSCF of Las Vegas, Nevada. ~~From March 2017 to October 2019, Mr. Turner served as Vice Chairman of the Board of Managers of Revnostics Group, LLC, located in San Clemente, California. From November 2015 to September 2019, Mr. Turner was a Managing Member of TWS Capital, LLC, of San Clemente, California. From May 2016 to October 2019, Mr. Turner was a Manager of Allied Medical Sales, LLC, located in San Clemente, California.~~

Director: Brett Stohlton

Mr. Stohlton has served on our Board of Directors since March 2022. Since October 2016, Mr. Stohlton has been a Partner of Peterson Partners, LLC of Salt Lake City, Utah. ~~Since~~ From October 2017, until November 2024 Mr. Stohlton ~~has been~~ was a Director of Solidcore Holdings, LLC of Washington D.C.. ~~Since February 2017, Mr. Stohlton has been a Director of Packsize Now, LLC of Salt Lake City, Utah.~~ Since October 2018, Mr. Stohlton has been a Director of Rails International, LLC of Los Angeles, California. Since December 2021, Mr. Stohlton has been a Director of Pupford, LLC of Pleasant Grove, Utah. Since November 2021, Mr. Stohlton has been a Director of WashU, LLC of Chicago, Illinois. ~~Since April~~ From May 2022, until December 2024 Mr. Stohlton ~~has served on the Board of Directors for Belle Medical in Las Vegas, Nevada. Since May 2022, Mr. Stohlton has served on the Board of Directors for Neuromonitoring Associates in Las Vegas, Nevada. Since December 2022, Mr. Stohlton has served on the Board of Directors of Glowbar in New York City, New York. Since December 2024, Mr. Stohlton has served on the Board of Directors of Gloss Ventures in Los Angeles, California.~~

Director: Alfred Grant Ingersoll

Mr. Ingersoll has served on our Board of Directors since March 2022. ~~From March 2016 to August 2019, Mr. Ingersoll was Chairman and a Director of Mammoplan, LLC doing business as Team Better in San Diego, California.~~ From August 2016 to October 2021, Mr. Ingersoll was a Director of Appian 360 in Alexandria, Virginia. Since August 2018, Mr. Ingersoll has been a Director of CEOs Against Cancer of the American Cancer Society. ~~From December 2008 to December 2019, Mr. Ingersoll was a Director and the President of Integrated Oncology Network in Corona Del Mar, California.~~ From May 2020 to December 2021, Mr. Ingersoll was an Executive in Residence with Peterson Partners, LLC of Salt Lake City, Utah. Since December 2021, Mr. Ingersoll has been Chief Executive Officer of Atlas Urology, LLC of Los Angeles, California. In July 2023, Mr. Ingersoll became a Director of My Doctor Now, in Gilbert, Arizona.

Chief Operating Officer: Dr. Richard J. Basch

Dr. Richard Basch became our Chief Operating Officer in September 2018. He was Executive Vice President from February 2018 to September 2018 and served as our Compliance Officer from January 2018 through September 2019. Before that, he was a consultant to us through GoodFran Franchise Consulting, LLC, of Box Elder, South Dakota, which he founded in 2012, and for which he served as Chief

Executive Officer until August 2020. ~~Dr. Basch served as the State Trainer Arizona for American Family Insurance from May 2017 to September 2017, in Phoenix, Arizona and the National Sales Director for Web for Brand Networks (a Web.com company) from September 2016 to April 2017, in Phoenix, Arizona.~~

Chief Financial Officer: Jeff Putnam

Mr. Putnam has served as our Chief Financial Officer since December 2022 and previously served in the same position from January 2012 through December 2019. Since December 2022, Mr. Putnam has served as Chief Financial Officer for Amada OC, Inc. in San Clemente, California and previously served in the same position from November 2018 through December 2019. From January 2020 to December 2022, Mr. Putnam served as Chief Financial Officer of American Logistics, LLC, in San Clemente, California.

Chief Development Officer: Marcos Moura

Mr. Moura has served as our Chief Development Officer since January 2013. Since December 2014, Mr. Moura has been the President of Franchise Revolution Ventures, Inc. in San Clemente, California. ~~Since From June 2019, he has also acted as until November 2023, Mr. Moura w~~ a broker with the International Franchise Professional Groups, based in Parlin, New Jersey. ~~Since From December 2020 until September 2023, Mr. Moura has been was~~ a Member of Dream Rise, LLC of Maitland Florida. Since December 2021, Mr. Moura has been a Director of Avendelle Assisted Living LLC in Wake Forest, North Carolina. Since January 2022, Mr. Moura has been a Member of Yamas, LLC of Middleton, Delaware. Since July of 2022, Mr. Moura has served as a member of Franbookkeepers LLC of Middletown, Delaware and as a member of Unique Franchise Brands LLC of Newark, Delaware. Since January of 2023, Mr. Moura has served as a board member of MacMart Franchise, LLC and as a manager of MacMart Holdings, LLC and as a manager of MacMart IP Holdings, LLC of Norristown, Pennsylvania. ~~From February 2023 until July 2023, Mr. Moura has served as chair and board member for Loopa Services, Inc. since February 2023 in San Clemente, CA.~~

Senior Vice President of Franchising: Steve Kwon

Mr. Kwon was appointed Senior Vice President of Franchising in February 2024. From February 2021 to February 2024, Mr. Kwon was the Sr. Vice President of Franchising for Interim HealthCare in Sunrise, Florida. From November 2016 to January 2021, Mr. Kwon served as Sr. Vice President of Franchising for Strategic Franchising Inc., and of its affiliates Caring Transitions, True Blue, The Growth Coach, Fresh Coat Painters, and Pet Wants located in Cincinnati, Ohio.

Vice President of Franchise Development: Tim Valencia

Mr. Valencia has served as our Vice President of Franchise Development since January 2013.

Vice President of Franchise Marketing: Jeremy Brooker

Mr. Brooker has served as Vice President of Franchise Marketing since July 2022, and before that served as our Director of Franchise Marketing since February 2013. From September 2017 to August 2020, Mr. Brooker served as the principal of 24601, Inc., located in Cheyenne, Wyoming. ~~From February 2019 to December 2019, was the principal of Honeymoon Baskets, Inc., located in Orem, Utah.~~ Since December 2022, Mr. Brooker has been CEO of Brooker Marketing Consulting located in Trabuco Canyon, California.

Vice President of Training and Support: Matthew Smith

Mr. Smith became our Vice President of Training and Support in August 2020. Mr. Smith served as our Director of Franchise Sales from May 2018 to August 2020.

Vice President of Finance: Karen Coffee

Ms. Coffee has served as our Vice President of Finance since October 2018. ~~From March 2017 until April 2019, Ms. Coffee also served as the Controller of Revnosties Group, LLC, located in San Clemente, California.~~

ITEM 3 LITIGATION

In the Matter of The Commissioner of Business Oversight v. Amada Franchise, Inc., Tafa Jefferson and Chad Fotheringham, FIL Org Id.: 92090, before the California Department of Business Oversight, April 29, 2020. On April 29, 2020, we entered into a Consent Order with the Commissioner regarding a litigation matter that was not disclosed in our disclosure document during part of 2019. The matter is a wage and hour dispute that Ariana Salucci filed against Amada Home Care, Inc. and Amada Senior Care, Inc. in April of 2015. Salucci amended her complaint on or around May 22, 2019, to name Mr. Jefferson and Mr. Fotheringham but each of them was later dismissed from the matter with prejudice on December 19, 2019. In the Consent Order we and Mr. Jefferson and Mr. Fotheringham agreed to (a) desist and refrain from violating the California Franchise Investment Law, (b) waive our rights to a hearing, (c) pay a \$10,000 administrative penalty to the Commissioner, (d) require certain individuals to complete educational training, and (e) serve a notice of violation to the one affected franchisee in California who received a disclosure document from us that did not include the Salucci matter while it was pending against Mr. Jefferson and Mr. Fotheringham between May 22, 2019 and December 19, 2019.

David Steffy v. Jeffrey A. Goffman and Grant Ingersoll, Case No. 30-2019-01051963-CU-BC-CJC, Superior Court of the State of California, County of Orange. Mr. Steffy filed a complaint in state court on February 14, 2019. The complaint alleged claims of breach of contract, promissory estoppel and false promise in connection with Mr. Steffy's investment in Mammoplan, LLC doing business as Team Better based on the purported representation that Mr. Ingersoll would act as chief executive officer of the company. Mr. Steffy alleged that he told Mr. Goffman that he would not have invested in Mammoplan had he known that Mr. Ingersoll was not going to be the chief executive officer. In response, Mr. Steffy claimed that Mr. Goffman orally promised to purchase Mr. Steffy's shares in Mammoplan for \$100,000. Mr. Steffy sought relief for his claims of actual damages, punitive damages and his attorneys' fees and costs. The parties entered into a settlement agreement on March 11, 2020. Under the settlement agreement, Mr. Steffy received a \$55,000 settlement payment, the case was to be dismissed and all parties signed a general release. The case was subsequently dismissed on May 26, 2020.

In the Matter of The Commissioner of Business Oversight v. Amada Franchise, Inc., FIL Org Id.: 92090, before the California Department of Business Oversight, January 16, 2019. On January 16, 2019, we entered into a Consent Order with the Commissioner regarding certain disclosures that were not included in this disclosure document at some or all times between 2012 and 2018. These include litigation and bankruptcy matters that are no longer required to be disclosed in this Item, ~~and the Brooker bankruptcy matter disclosed in Item 4 of this disclosure document, or in Item 4.~~ In the Consent Order we agreed to (a) desist and refrain from violating the California Franchise Investment Law, (b) waive rights to a hearing, (c) pay a \$30,000 administrative penalty to the Commissioner, (d) pay to the Commissioner \$6,000 for investigative costs, (e) require certain individuals to complete educational training, (f) serve an amended notice of violation (amending the notice violation that was ordered but never approved by the Commissioner

or delivered to franchisees in 2016) and make a payment of \$6,000 to our California franchisees who received a disclosure document from us that did not include all of the disclosures that are the subject of the Consent Order, and (g) waive the limitation period in Corporations Code section 31303, or any other provision of law, as a defense to a claim in a private action by a franchisee that alleges or seeks equitable relief as a result of any of the violations referred to in the notice of violation so long as such claim is filed by the franchisee in a private action within 90 days of delivery of the notice of violation to the franchisee.

Hamarock Consultants, Inc. v. Amada Home Care, Inc. and Fourth and Inches, LLC, Demand for Arbitration before JAMS, filed March 15, 2016 (the “Initial Demand”). Hamarock Consultants, Inc. (“Hamarock”), a former franchisee in our system which did business as Amada Senior Care of Orange County, filed with JAMS an arbitration demand in March 2016 against Amada Home Care, Inc. and Fourth and Inches, LLC. The demand alleged breach of contract and breach of warranty in connection with Hamarock’s purchase of assets from the defendants relating to the Amada Senior Care business in Orange County, California, which was previously owned and operated by our affiliate, Amada Home Care, Inc. (the “Hamarock Acquisition”). Hamarock’s Initial Demand sought \$1,150,000 as relief for its claims.

Hamarock Consultants, Inc. v. Amada Franchise, Inc., Amada Home Care, Inc., Fourth and Inches, LLC, Tafa Jefferson, Chad Fotheringham, Jared Turner, Jeff Putnam, Crossroads Business Brokers, Inc. and Vasilis Georgiou, Case No. 30-2016-00894414-CU-FR-CJC, Superior Court of the State of California, County of Orange. After the Initial Demand, Hamarock filed a complaint in state court on December 27, 2016. The complaint alleged the same facts and causes of action that are contained in the Amended Statement, summarized in the next paragraph of this Item (the “State Court Action”). By order of the Orange County Superior Court dated April 14, 2017, all claims in the State Court Action were consolidated in the JAMS proceeding summarized in the following paragraph, and the State Court Action was subsequently stayed on May 1, 2017. As part of the parties’ settlement, a stipulation for dismissal of the case was filed on January 9, 2019, and the case was subsequently dismissed.

Hamarock Consultants, Inc. v. Amada Franchise, Inc. Amada Home Care, Inc., Fourth and Inches, LLC, Tafa Jefferson, Chad Fotheringham, Jared Turner, Jeff Putnam, Crossroads Business Brokers, Inc. and Vasilis Georgiou, Amended Statement of Claims before JAMS, filed May 26, 2017. After filing its Initial Demand and after the consolidation and stay of the State Court Action, on May 26, 2017, Hamarock filed with JAMS an Amended Statement of Claims for intentional misrepresentation, negligent misrepresentation, fraud – suppression of material fact, breach of contract, violation of California Franchise Investment Law, violation of California Business & Professions Code Section 17200, accounting, unjust enrichment and rescission of contracts (the “Amended Statement”). The allegations in the Amended Statement arise out of the Hamarock Acquisition. In the Hamarock Acquisition, our affiliates, Amada Home Care, Inc. and Fourth and Inches, LLC (“Sellers”) sold their assets to Hamarock. The assets had been used by the Sellers beginning in 2007 to operate the original Amada Senior Care business in Orange County, California. As part of the Hamarock Acquisition, Hamarock also assumed an Amada Senior Care franchise agreement that we had signed with one of the Sellers, Amada Home Care, Inc., in connection with the closing of the Hamarock Acquisition. In the Amended Statement, Hamarock alleged that it purchased a franchise directly from us, and that the disclosure document it had received did not comply with applicable law. Hamarock sought as relief for its claims of actual damages, exemplary and punitive damages, an order of rescission of all contracts it entered into with the defendants, and its attorney fees and costs. The defendants denied all allegations and filed counter claims against Hamarock for breach of contract and breach of promissory note. The parties arbitrated a portion of the case in August 2018, and in September 2018, the parties signed a binding term sheet to settle the dispute, which was finalized through settlement agreements entered into on November 27, 2018. Under the settlement agreements, a newly formed affiliate of ours, Amada OC, Inc., repurchased Hamarock’s franchise, we made a settlement payment to Hamarock for \$750,000, the cases were to be dismissed and all parties signed a general release. The total settlement

amount was \$3,000,000 and all payment obligations under the settlement agreements have been satisfied, and the cases were subsequently dismissed.

In the Matter of The Commissioner of Business Oversight v. Amada Franchise, Inc. (a Wyoming corporation) and Jared Glenn Turner (an individual), FIL Org Id.: 92090, before the California Department of Business Oversight, June 21, 2016. On August 8, 2016, we entered into a Stipulation and Agreement (“Stipulation”) with the California Commissioner of Business Oversight in which it was agreed that we would (a) desist and refrain from violating the California Franchise Investment Law, (b) waive rights to a hearing on a Stop Order, Citations and Desist and Refrain Order (defined below), (c) pay a \$5,000 administrative penalty to the Commissioner, (d) require certain individuals to complete educational training, (e) serve a notice of violation, make a payment of \$6,000 and offer a 2-year franchise agreement term extension to certain California franchisees, (f) appoint an in-house compliance officer and develop a franchise law compliance manual, and (g) engage California franchise law counsel to assist us with California franchise law compliance. Jared Turner is also a party to the Stipulation. The Stipulation relates to a June 21, 2016 Stop Order Denying Effectiveness of Franchise Renewal Registration Application (in connection with Amada’s 2015 application) (“Stop Order”) and Citation, which included a Desist and Refrain Order, an Assessment of Administrative Penalties, and a Claim for Ancillary Relief and Costs (“Citation”). The Commissioner alleged that Amada failed: (i) to promptly notify the Commissioner regarding a complaint filed by Trade2Save.com on or around July 19, 2013 against Play N Trade and Jared Turner; (ii) in Amada’s initial registration application filed in 2012 to disclose Play N Trade as an affiliate, a desist and refrain order issued by the Commissioner in April 2009 against Play N Trade, and the subsequent stipulation entered into in January 2010 by Play N Trade and the Commissioner relating to the 2009 order; (iii) to disclose the Trade2Save litigation in Amada’s December 2013 post-effective amendment; (iv) to disclose the Trade2Save litigation in Amada’s April 16, 2014 renewal application; and (v) to disclose the Trade2Save litigation in Turner’s Franchise Seller Disclosure Form, attached to Amada’s April 16, 2014 renewal application.

Micit Enterprises, Inc. d/b/a Amada Senior Care Silver Spring v. Amada Franchise Inc., AAA Case Number 012400064421-; *Micit Enterprises, Inc. v. Mid-Maryland Senior Care, LLC, Richard Frizzell, and Amada Franchise, Inc.*, Case No. C-15-cv-24-003297 (Montgomery County, MD, Circuit Ct.). On July 12, 2024, our franchisee, Micit Enterprises, Inc. d/b/a Amada Senior Care Silver Spring (“~~Franchisee~~Micit”) initiated a Demand for Arbitration against ~~Amada Franchise Inc.~~ (“~~Franchisor~~”) in Orange County, California. The action arises from another franchisee allegedly encroaching upon ~~Franchisee’s~~Micit’s territory. Despite ~~Franchisor’s~~ having nothing to do with this alleged territory encroachment, ~~Franchisee~~Micit filed the arbitration against ~~Franchisor~~ seeking monetary and injunctive relief and made the following claims: (i) breach of contract, (ii) breach of implied covenant of good faith and fair dealing, (iii) fraudulent misrepresentation, (iv) negligent misrepresentation, (v) intentional misrepresentation with prospective economic relation, (vi) negligent interference with prospective economic relations, and (vii) unlawful, unfair, and/or fraudulent business practices under California Business & Professions Code §§ 17200, et seq. ~~Franchisor intends to defend this matter vigorously and file its own counter-claims against Franchisee~~The arbitration is proceeding. We intend to defend this matter vigorously. After initiating the arbitration proceeding against us, Micit added us to existing litigation in Maryland state court, based on the same allegations made in the arbitration. We filed a motion to compel arbitration on December 4, 2024, which is pending as of the Effective Date.

Time For An Audible, Inc. v. North Shore Senior Care, LLC, Jennifer Novy and Amada Franchise Inc., Case No. 2024L009136- (*Cook County, IL, Circuit Ct.*); *Time For An Audible, Inc. v. Amada Franchise Inc.*; AAA Case Number 01-25-0000-9078. On August 16, 2024, our franchisee, Time For An Audible, Inc. (“~~Franchisee~~TFAA”) initiated a lawsuit in Illinois state court against ~~Amada Franchise Inc.~~

~~(“Franchisor”)us~~ as well as another franchisee and the other franchisee’s owner, ~~in Cook County, Illinois.~~ The action arises from the other franchisee allegedly encroaching upon ~~Franchisee’s TFAA’s~~ territory and ~~Franchisor’s~~ alleged support of such encroachment, despite ~~Franchisee’s TFAA’s~~ acknowledgment that ~~Franchisor~~~~we~~ issued a default notice to the allegedly encroaching franchisee. ~~Franchisee TFAA~~ filed suit against ~~Franchisor~~ seeking a declaratory judgment that certain zip codes comprise ~~Franchisee’s TFAA’s~~ territory and that ~~Franchisor is~~~~we are~~ accountable for another franchisee’s territorial encroachment, along with ~~attorneys~~~~attorney~~ fees and costs. ~~Franchisor intends~~~~We filed a motion to compel arbitration which was granted on December 30, 2024.~~ TFAA subsequently filed a demand for arbitration against us on or about February 18, 2025 which reasserted the same allegations from the lawsuit that TFAA had filed in Cook County, Illinois and asserted claims for (i) breach of contract, (ii) breach of implied-in-fact contract, (iii) breach of implied covenant of good faith and fair dealing, (iv) promissory estoppel, (v) fraudulent misrepresentation, (vi) negligent misrepresentation, (vii) intentional interference with prospective economic relations, (viii) negligent interference with prospective economic relations, and (ix) unlawful, unfair, and/or fraudulent business practices under California Business & Professions Code §§ 17200, et seq. ~~We answered the arbitration demand denying the claims and intend~~ to defend this matter vigorously.

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

ITEM 4 BANKRUPTCY

~~No~~ On May 13, 2014, Jeremy Brooker, our Director of Franchise Marketing, filed for bankruptcy under Chapter 7 of the U.S. Bankruptcy Code (U.S. Bankruptcy Court for the Central District of California, Case 8:14-bk-13291-MW). On September 15, 2014, the court granted a discharge of debt to Mr. Brooker. Mr. Brooker is located in our San Clemente offices.

~~Other than the bankruptcy disclosed above, no~~ bankruptcy information is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

If you sign a Franchise Agreement and we grant you the right to operate an Amada Senior Care Business within an exclusive territory (“**Designated Territory**”), you must pay us an initial franchise fee (“**Initial Franchise Fee**”) of ~~\$557,000, less any amount credited toward the initial franchise fee under a Development Agreement between us and you or your affiliate.~~ The Designated Territory generally includes a population of approximately ~~4032,000~~ to ~~5042,000~~ people aged 65 or older, as discussed further in Item 12.

You must pay us the Initial Franchise Fee upon signing the Franchise Agreement. The Initial Franchise Fee is paid in a lump sum and is fully earned upon receipt by us and is non-refundable under any circumstances. The Initial Franchise Fee is imposed uniformly on all Franchisees with 2 exceptions: we reserve the right to offer additional location discounts and the right to offer a 10% discount to veterans of the United States Armed Forces. The veteran discount is only available for franchisees when they enter into their first Franchise Agreement with us.

In our most recently completed fiscal year, the range of Initial Franchise Fees we collected was ~~\$165,000~~ to \$55,000. Discounts were given to franchisees that purchased rights to more than one franchise at the same time and for territories with low population density.

Development Agreement

~~—— If you sign a Development Agreement, you must pay us a development fee equal to \$27,500 multiplied by the number of Amada Senior Care Businesses you will develop within the Territory. A minimum number of 2 Amada Senior Care businesses must be opened under a Development Agreement. You must pay us this fee in a lump sum when you sign the Development Agreement. We will not refund the development fee under any circumstances, but we will apply \$27,500 of the development fee toward the initial franchise fee owed under each Franchise Agreement that the Development Agreement covers.~~

Fee Deferral

Some states have imposed a fee deferral. Please refer to the State Addendum in Exhibit B to this Franchise Disclosure Document.

ITEM 6 OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
Royalty Fee for Senior Care, Skill <u>Skilled</u> Care, Administration Services and Staffing Services Accounts ²	The greater of the Minimum Royalty Fee or 5% of monthly Gross Billings ³ for Senior Care, Skilled Care, Administration Services and Staffing Services Accounts	Deducted from your bank account via electronic funds transfer on the 7 th day of each month or as determined by us.	No Minimum Royalty Fee for the first 2 months. We have the right to terminate the Franchise Agreement if you fail to pay the Minimum Royalty Fee. We reserve the right to collect the Royalty Fee more frequently than monthly upon 30 days' prior written notice to you.
Royalty Fee for National Accounts ²	6% of monthly Gross Billings generated from National Accounts.	Deducted from your bank account via electronic funds transfer on the 7 th day of each month or as determined by us.	We reserve the right to collect the Royalty Fee more frequently than monthly upon 30 days' prior written notice to you.
Senior Placement Fee	10% of commission received for senior placement or 15% of commission received for senior placement for National Accounts.	Payable at the same time, in the same manner as, and in addition to, the Royalty Fee.	There are no minimum sales requirements for Senior Placement Services
<u>Advertising Fund</u> Enroachment Fee	The greater of 1% of \$2,500 Gross Billings for each client serviced or the net profit realized from previous month <u>0.25% of Gross Billings for Skilled Care services for the clients serviced previous month.</u>	Payable at the same time, in the same manner as, and in addition to, the Royalty Fee. Upon Demand	Payable if you provide Senior Care services to clients in another franchisee's Designated Territory without permission. We reserve the right to increase the Advertising Fund contribution to up to 2% of Gross Billings upon 30 days' written notice.

Type of Fee ¹	Amount	Due Date	Remarks
			<u>We reserve the right to increase the Advertising Fund contribution applicable to Gross Billings from Skilled Care services up to 1% upon 30 days' notice.</u>
<u>Investigative Software Bundle Fee</u>	<u>Currently, \$150 per hour, plus attorneys' fees and costs, if applicable. Then-current fee, currently between \$345 to \$595 per month. This fee is based on the specific software that your Franchised Business uses. We may increase this fee based on actual additional costs for the software bundle and/or additional components to the software bundle that we require.</u>	<u>Payable at the same time, in the same manner as, and in addition to, the Royalty Fee. Upon demand.</u>	<u>See Item 11 for a summary of what the Software Bundle Fee covers. You may also be charged applicable sales tax. Payable to us for our costs in investigating whether you have been servicing clients in another franchisee's Designated Territory without permission.</u>
<u>Email Fee</u> Advertising Fund	1% of Gross Billings for the previous month <u>0.25% of Gross Billings for Skilled Care services for the previous month. Then-current fee, currently \$10 per month per email account; the cost of your first and second email account is included in the Software Bundle Fee. This fee is based on current provider rates and may be subject to change in the event of: (i) a change in email service provider; or (ii) an increase in fees charged by the current provider (Microsoft). Any such increase will be based on our actual increased costs.</u>	<u>Payable at the same time, in the same manner as, and in addition to, the Royalty Fee.</u>	<u>Inbox size for each email account is approximately 25 gigabytes. You'll only provide Amada email addresses to your operations and sales staff and not to your caregivers. We reserve the right to increase the Advertising Fund contribution applicable to Gross Billings from Skilled Care services up to 1% upon 30 days' notice</u>

Type of Fee ¹	Amount	Due Date	Remarks
Placed Software Bundle Fee*	\$295—\$2,700 per month. Free for the first 6 months and then-current fee (currently \$299 per month) thereafter. MSCF reserves the right to increase this fee by up to 10% once per calendar year.	As incurred. Payable at the same time, in the same manner as, and in addition to, the Royalty Fee.	You are not required to use Placed Software after the first 6 months of operations unless you wish to offer Senior Placement Services. This fee is only payable if you elect to offer Senior Placement Services. This fee is payable to our affiliate, MSCF. See Item 11 for a summary of what the Software Bundle Fee covers. You may also be charged applicable sales tax.
EmailTelephone Access Fee*	\$10 per month per email account; the cost of your first and second email account is included in the Software Bundle Fee. Currently, none.	Monthly. Payable at the same time, in the same manner as, and in addition to the Royalty Fee.	You must use our designated telephone provider and have at least 2 separate telephone lines. Currently, we do not require you to pay to us a Telephone Access Fee but reserve the right to do so if we elect to contract directly with a communications company and establish a centralized account through which we pay for the telephone services provided to our franchisees. Any increase would be based on increased fees charged by the communication company. Inbox size for each email account is approximately 25 gigabytes. You'll only provide Amada email addresses to your operations and sales staff and not to your caregivers.
Additional Initial Training	\$100 per day per person <u>each day</u> plus all travel, lodging, meal and payroll expenses.	Upon receipt of invoice.	We provide the initial training program tuition-free for up to 3 people including you.
Continuing Education	<u>Then-current fee, currently</u> \$1,500 for a private 3-day session but no charge if you attend a non-private, previously scheduled training session. In either scenario, you must pay for you and your employees' travel,	Upon receipt of invoice and/or third party vendor terms.	

Type of Fee ¹	Amount	Due Date	Remarks
	meals, lodging, and payroll expenses.		
Additional On-Site Training	\$500 per day per trainer, plus room, board, and travel for each trainer.	Upon receipt of invoice.	Provided on an as-needed basis as determined by us.
Annual Conference	You are solely responsible for all travel, room, board and payroll expenses. We may charge a You <u>agree to pay our then-current</u> fee to cover speakers, meals, and activities up to \$2,000, currently anticipated to be \$895 per person (charged regardless if of whether you attend or not).	Upon receipt of invoice. <u>This fee varies depending on the annual conference costs and we may charge up to \$2,500 per person.</u>	
Transfer Fee	For a transfer to a new franchisee where we provide the Lead ⁴ , 100% of our then-current Initial Franchise Fee; for a transfer to a new franchisee where we did not provide the Lead, 50% of our then-current Initial Franchise Fee; for a transfer to an existing franchisee, 25% of our then-current Initial Franchise Fee. Such fees are in addition to any fees paid directly to a broker who finds the transferee. \$2,500 for approvals of transfers of non-controlling ownership interests of the Amada Senior Care Business.	After our approval of the transferee and before the transfer occurs.	This fee does not apply to a transfer to your survivor or the transfer of the Amada Senior Care Business by you as an individual or partnership to a corporation or partnership controlled by you.
Successor Fee	10% of the then-current Initial Franchise Fee at the time of the renewal.	Upon signing the Successor Franchise Agreement.	Payable to us if you meet the conditions for a Successor Term and sign the Successor Franchise Agreement.
Insurance Service Charge	The costs we incurred to secure such insurance for you, but not to exceed 18% of the policy premium.	Within 5 days of the date we deliver an invoice detailing our costs and expenses for obtaining the required insurance on your behalf.	If you fail to obtain the required insurance and to keep the same in full force and effect, we may, but are not obligated to, purchase insurance on your behalf from an insurance carrier of our choice, and you must reimburse us for the full cost of such insurance, along with

Type of Fee ¹	Amount	Due Date	Remarks
			a service charge (not to exceed 18% of the policy premium).
Indemnification	All costs including attorneys' fees.	Upon settlement or conclusion of claim or action.	You must defend suits at your own cost and hold us harmless against suits involving damages resulting from your operation of your Amada Senior Care Business under the Franchise Agreement and Development Agreement.
Cost of Enforcement or Defense	All costs, including accounting and legal fees.	Upon settlement or conclusion of claim or action.	You must reimburse us for all costs we incur in enforcing our obligations under the Franchise Agreement and Development Agreement if we prevail.
Audit	Cost of audit plus maximum allowable by law or, if no limit, 2% per month on underpayment of any amount due to us or, if the audit shows that you have failed to submit timely reports and/or remittances for any 2 reporting periods within any 12-month period, you will pay the cost of audit plus maximum allowable by law or, if no limit, a penalty of 25% of misreported amounts.	When discrepancy is discovered.	Payable only if our audit shows an understatement of at least 2% of Gross Billings or that you have failed to submit timely reports and/or remittances for any 2 reporting periods within any 12-month period.
Deadline extension fee under Development Agreement <u>Late Report Fee</u>	\$2,500 <u>\$100 per violation and \$100 per week</u>	Before the deadline for signing a franchise agreement or opening an Amada Senior Care Business. Your bank account will be debited for failure to submit any requested report within five days of request	If we deny the 90-day extension, we will refund this fee. Payable if you fail to submit any required report or financial statement when due. Fines collected are paid to us. We will provide you with a grace period of one week once per calendar quarter before charging this fee.
Late Fees <u>Fee and Interest</u>	Maximum allowable by law or, if no limit, then \$50 plus interest equal to the lesser of 2% per month— or the highest lawful rate	Accrues immediately after due date if you fail to pay your full obligation.	Applies to Royalty Fee and Advertising Fund payments and any other amounts due to us. Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full.

Type of Fee ¹	Amount	Due Date	Remarks
<u>Broker Fee</u>	<u>10% of the first \$1 million plus 8% of any additional amount from your resale of your Amada Senior Care Business to a third party if we broker the sale.</u>	<u>As incurred</u>	<u>If you transfer your Amada Senior Care Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees and similar charges.</u>
<u>Telephone Access Territory Encroachment Fee</u>	<u>Currently, none. For the first offense, 25% of Gross Billings that you received plus a \$2,500 investigative fee. For the second offense, 50% of Gross Billings that you received plus a \$2,500 investigative fee. For the third and any additional offenses, up to 100% of the Gross Billings that you received plus a \$5,000 investigative fee.</u>	<u>Upon Demand</u> Monthly	<u>Payable if you provide Senior Care, Placement and/or Staffing Services in another franchisee's Designated Territory without permission in violation of the terms of the Franchise Agreement. You must use our designated telephone provider and have at least 2 separate telephone lines. Currently, we do not require you to pay to us a Telephone Access Fee but reserve the right to do so if we elect to contract directly with a communications company and establish a centralized account through which we pay for the telephone services provided to our franchisees.</u>
<u>Liquidated Damages⁵</u>	<u>Will vary under the circumstances</u>	<u>On demand</u>	<u>See Note 5.</u>

NOTES

~~*We reserve the right to increase this amount once during any calendar year.~~

(1) Type of Fee. Unless otherwise indicated below, the fees listed in this Item 6 are non-refundable ~~(except for the deadline extension fee under the Development Agreement),~~ uniformly imposed by and are payable to us unless otherwise stated. Certain fees that we have indicated may increase over the term of the Franchise Agreement. Unless otherwise indicated, any fee expressed as a fixed dollar amount is subject to adjustment based on changes to the Consumer Price Index ("CPI") in the United States. We may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of your Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 30 days before the fee adjustment becomes effective. We will implement no more than one CPI-related fee adjustment during any calendar year.

(2) **Royalty Fee.** For non-national Senior Care, Skilled Care and Staffing Services accounts, you are required to pay to us a royalty fee (“**Royalty Fee**”) equal to the greater of (i) 5% of Gross Billings or (ii) the minimum Royalty Fee (“**Minimum Royalty Fee**”), as outlined below. The Minimum Royalty Fee starts following the opening date of your Amada Senior Care Business. The Royalty Fee you are required to pay us on Senior Care, Skilled Care, Administration Services and Staffing Services accounts generated from National Accounts is 6% of Gross Billings. Additionally, we reserve the right to offer promotional programs from time to time to existing franchisees who meet certain criteria established by us. Such programs may involve certain market segments and may include modified Royalty Fees as determined solely by us. We do not currently have any National Accounts.

(3) **Gross Billings.** The term “**Gross Billings**” means the aggregate of all revenues and other income from whatever source derived (whether in the form of cash, credit, agreements to pay or other consideration and whether or not payment is received at the time of sale or any of these amounts prove uncollectible), which arise from or are derived by you or by any other person from business conducted by, or which originated from the business. Gross Billings also ~~include~~includes all proceeds from any business interruption insurance. Excluded from Gross Billings are: (i) sales taxes and other taxes separately stated that you collect from clients and pay to taxing authorities; (ii) refunds and credits made in good faith to arms’ length clients in accordance with our standards and specifications for issuing such refunds or deposits; and (iii) the discount value of any coupon, voucher or other allowance that we authorize at the time you redeem the client’s coupon, voucher or allowance. The Minimum Royalty Fee is determined as follows:

Minimum Royalty Fee Chart

Months in Operation	Minimum Royalty Fee
1-2 months	No Minimum Royalty Fee
3-12 months	\$500/month
13-24 months	\$1,000/month
25-36 months	\$1,800/month
37-48 months	\$2,500/month
49-60 months	\$3,200/month
61 and all months thereafter	\$4,000/month

~~First month starts the earlier of the~~If your Amada Senior Care Business is located in a state where a home care license is required, your first month will be the month after the month in which you receive your home care license. If your Amada Senior Care Business is not in a state where a home care license is obtained, or 60 your first month will be 90 days from signing the Franchise Agreement (in states where no license is required).

The Senior Placement Fee (“**Senior Placement Fee**”) is a percentage of the commission received for placing a senior at a boarding care facility. There is no Minimum Royalty Fee for Senior Placement Services.

The Minimum Royalty Fee and revenue-based Royalty Fee structure described above are not a representation or suggestion as to what level of revenue a franchisee may, or is likely to, obtain.

(4) If the transferee is a person or entity who contacted us prior to you becoming aware of or being introduced to the person or entity (a “Lead”), you or the transferee must pay us our then-current Initial Franchise Fee that we would have collected if we had granted the right to establish and operate a new Amada Senior Care Business.

The principals of the franchisee must guarantee to pay all obligations under the Franchise Agreement, whether for fees, expenses, interest, or otherwise, and pay any and all expenses (including attorneys’ fees and expenses) incurred by us in enforcing any rights under the Guarantee.

(5) Liquidated Damages. Liquidated damages are determined by multiplying the combined monthly average of Royalty Fees and Advertising Fund contributions (without regard to any fee waivers or other reductions) that are owed by you to us, beginning with date you open your Amada Senior Care Business through the date of early termination, multiplied by the lesser of: (i) 36; or (ii) the number of full months remaining in the term of the Franchise Agreement, except that liquidated damages shall not be less than \$30,000.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure*	Amount	Method of payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ¹	\$557 ,000	Installments if you sign Development Agreement, Lump Sum if not Lump Sum	Upon signing the Development Agreement /Franchise Agreement	Us
Lease or Rent ²	\$41,000 - \$4,500 9,000	As Arranged	Upon Signing Lease	Landlord
Utility Deposits ³	\$750 - \$1,200	As Arranged	As Arranged	Utility Companies
Furniture, Office Equipment, Signage and Supplies ⁴	\$2,500 - \$6,000	As Arranged	As Arranged	Vendors and/or Approved Suppliers
Vehicle	\$0 - \$3,300	As Arranged	Within first sixty ninety days of signing Franchise Agreement	Vendors (personal vehicle must be approved by us otherwise a leased vehicle is required)
Vehicle Wrap (Optional) ⁵	\$0 - \$3,800 4,200	As Arranged	As Arranged	Approved Supplier

Type of Expenditure*	Amount	Method of payment	When Due	To Whom Payment is to be Made
Required Technology ⁶	\$2,740 - \$8,865	As Arranged	As Arranged	Vendors
Initial Training ⁷ <u>Training Expenses</u> ⁷	\$2,000 - \$9,000	As Arranged	As Incurred	Transportation Lines, Hotels, and Restaurants
Grand Opening Advertising ⁸	\$1,500	As Arranged	As Incurred	Approved Suppliers
Marketing Materials & Business Development ⁹	\$4,500 - \$7,500 <u>\$8,000</u>	As Arranged	As Incurred	Approved Suppliers
Insurance Excluding Workers' Compensation Insurance ¹⁰	\$375 - \$750 <u>\$2,800 - \$7,000</u>	As Arranged	As Arranged	Insurance Carrier (or Us only if you fail to maintain required insurance coverage and we elect to obtain coverage for you)
Workers' Compensation Insurance ¹¹	\$250 - \$2,125	As Arranged	As Arranged	Insurance Carrier (or Us only if you fail to maintain required insurance coverage and we elect to obtain coverage for you)
Legal and Accounting Fees ¹²	\$1,500 - \$5 <u>\$8,000</u>	As Arranged	As Arranged	Attorneys and/or Certified Public Accountants
Licenses and Permits ¹³	\$1,650 - \$13,000	As Arranged	As Arranged	Local and/or State Government Agency; Supplier
Loan Packaging Fee ¹⁴	\$0 - \$6,500	As Arranged	As Arranged	Source of financing
<u>General</u> Wages and Compensation ¹⁵	\$0 - \$70,000	As arranged <u>Arranged</u>	As Arranged	Employee
<u>Staffing Wages and Compensation</u> ¹⁶	<u>\$0 - \$135,360</u>	<u>As Arranged</u>	<u>As Arranged</u>	<u>Employee</u>
Additional Funds – 3 Months ¹⁶ <u>Months</u> ¹⁷	\$40,000 - \$80,000	As Incurred	As Incurred in First 3 Months	

Type of Expenditure*	Amount	Method of payment	When Due	To Whom Payment is to be Made
TOTAL	\$116,765 - \$278,040 <u>\$118,190 -</u> <u>\$430,050</u>			

NOTES

* Unless otherwise noted, all amounts listed above are uniformly imposed by us and are payable to us. Any fees paid to us are nonrefundable unless otherwise noted. Third party suppliers will decide if payments made to them are refundable. We do not offer direct or indirect financing to our franchisees. ~~Other than payment of a development fee (see Item 5), no separate initial investment is required when you sign a Development Agreement. However, a minimum number of 2 Amada Senior Care businesses must eventually be opened under the Development Agreement.~~

(1) Initial Franchise Fee. The Initial Franchise Fee is collected by and payable to us. See Item 5 for additional information.

(2) Lease or Rent. You will need approximately ~~300—800 sq. ft. of office space.~~150 - 800 sq. ft. of office space. The low-end estimate assumes that you lease a virtual office while you are in licensure and the high-end estimate assumes you will lease office space approximately 3 months before you open. Rates may vary depending on different regions of the country. You may need to have 2 offices if your Designated Territory crosses into multiple states. This estimate includes rent for the first 3 months and a deposit of first and last month's rent. If a landlord is paying for some of the improvements to the leased space, they may be amortizing that expense in the form of additional rent. Payments will be made directly to the landlord according to the terms of the lease. The site for your Amada Senior Care Business is subject to our approval. You should consult with your own attorney regarding the lease ~~and related matt.~~

(3) Utility Deposits. This item includes utility deposits paid to various communications and utility companies.

(4) Furniture, Office Equipment, and Supplies. The low estimate includes the cost of 1 desk, 1 office chair, 2 guest chairs, telephone equipment, office supplies, and other items necessary for furnishing your site. The high estimate includes the cost of 2 desks, 2 office chairs, 4 guest chairs, a conference room table, 6 conference room chairs, telephone equipment, office supplies, and other items necessary for furnishing your site.

(5) Vehicle ~~wrap~~ Wrap. If you choose to place signage on the vehicle you use in connection with your ~~amada~~Amada senior care business, it is subject to our approval and design standards.

(6) Required Technology. This estimate includes the cost associated with our current requirements, which ~~include~~includes one computer, monitor, router and other network accessories, printer, fax, scanner, basic software, virus software, and firewall software as detailed in Item 11. The cost of the software accompanying the hardware purchase is included in this estimate.

(7) Initial Training. The initial training program is tuition-free for you and 2 other people associated with your Amada Senior Care Business and includes the Start-up Business Training Program and the Pre-opening Training Program (as both defined in Item 11). We currently anticipate the expenses you will incur in connection with attending the initial training program to be between \$2,000 and \$3,000 per day per person in attendance, with a minimum spent of \$800. The amount may vary based on the type of accommodations you select, dining preferences, travel preference, and differences in compensation arrangements with your employees.

(8) Grand Opening Advertising. In connection with opening your business, you must spend at least \$1,500 on grand opening promotion and advertising before and during the first 60 days following the opening date of your Amada Senior Care Business.

(9) Marketing Materials and Business Development. This estimate includes a 3 to 6-month supply of brochures, business cards, and other marketing materials. Regardless of where you operate your Amada Senior Care Business, we anticipate that you will spend approximately \$3,500 to \$5,000 on non-customizable pre-opening marketing materials. We also estimate that you will spend between \$500 and \$2,000 on networking with potential client referral sources.

(10) Insurance Excluding Workers' Compensation Insurance. This estimate represents your estimated insurance costs (excluding workers' compensation insurance) for the first 3 months you operate your Amada Senior Care Business. This estimate assumes that you will pay your premiums in monthly installments; some insurers may require the full annual premium to be paid up front, particularly if the annual premium is relatively low. As outlined in Section 16 of the Franchise Agreement, you must procure and keep in force insurance policies in such amounts and on such terms, as prescribed by us in the Operations Manual, by an insurance company acceptable to us at all times during the term of the Franchise Agreement. We reserve the right to adjust these coverages and amounts at any time by amending the Operations Manual. You must also procure and keep in force insurance policies in such amounts and on such terms as may be required by statute or rule of the state and county in which the Amada Senior Care Business is located. You must obtain such policies within 30 days after signing the Franchise Agreement. Your failure to obtain insurance constitutes a material breach of the Franchise Agreement entitling us to terminate the Franchise Agreement or exercise any or a combination of the other default remedies provided in Section 13 of the Franchise Agreement. You shall also procure and pay for all other insurance required by state or federal law, including, without limitation, workers' compensation and unemployment insurance. The following is a list of the required insurance coverage including minimum limits of coverage as of the issuance date of this disclosure document:

Coverage	Minimum Limits of Coverage
General Liability Insurance	\$1,000,000 per occurrence \$3,000,000 general aggregate limit
Professional Liability Insurance	\$1,000,000 per claim \$3,000,000 aggregate limit with a minimum sub-limit not less than \$1,000,000 for sexual misconduct, abuse or molestation
Commercial Property Insurance	For all personal property contents at replacement cost value including no less than \$50,000 of Business Interruption Insurance
Third Party Liability Insurance/Bond (theft of client's property)	\$25,000

Coverage	Minimum Limits of Coverage
Automobile Liability Insurance	\$1,000,000
Employment Practices Liability Insurance	\$500,000
Workers' Compensation	Statutory requirements of the Franchisee's state(s) of operation.

(11) Workers' Compensation Insurance. This estimate represents your estimated workers' compensation insurance costs for the first 3 months you operate your Amada Senior Care Business. If you operate in multiple states, your estimate for workers' compensation insurance will likely be at the higher end of the range. This estimate assumes that you will pay your premiums in monthly installments; in some cases where the annual premium is low, an insurer may require the full annual amount to be paid up front.

(12) Legal and Accounting Fees. This estimate represents your costs for bookkeeping and for any legal expenses associated with creating a corporate entity for the Amada Senior Care Business.

(13) Licenses and Permits. This estimate represents any fees or payments for required licenses or permits, including medical and staffing licenses. It is solely your responsibility to obtain and maintain all licenses and permits required for you to operate your Amada Senior Care Business. State rules vary on medical and staffing licensure. Operating in multiple states likely will increase the number of licenses and permits that are required. You should retain legal counsel and a local consultant specialized in obtaining and maintaining the applicable licenses and permits. We may require you to work with a third party consultant specialized in obtaining and maintaining the applicable licenses and permits if you fail to obtain them within 45 days of the date of the Franchise Agreement. You should also carefully investigate the costs of obtaining such licenses and permits where you wish to establish your Amada Senior Care Business.

(14) Loan Packaging. This estimate is based on initial borrowing costs associated with obtaining a loan – either conventional or from the Small Business Administration – for funding your Amada Senior Care Business. The low estimate assumes you do not obtain a loan.

(15) Wages and Compensation. At your option, you may hire staff to assist you in the operation of your Amada Senior Care Business.

(16) Staffing Wages and Compensation. The low end of our estimate assumes that you do not participate in Staffing Services. The high end assumes that you participate in Staffing Services and hire 2 RN, 2 LPN and 2 CNA staff members that are staffed by you during the first 3 months that you operate. Your investment will vary depending on your local billing rate.

~~(16)~~(17) Additional Funds. This estimate is based on our survey of franchisees regarding additional funds expended during their pre-opening phase and initial 3 months of operations. The low estimate represents estimated expenses to maintain minimal operations without any sales during the initial 3-month period. The high estimate represents the estimated expenses needed to support operations functioning at high capacity. Your costs will depend on the level of capacity you are operating during the pre-opening phase and the initial 3-month period of operations. In formulating this estimate, we found the following factors, basis and experience relevant to where you may fall on this range: costs you incur as a result of staffing positions prior to having clients to serve; and the number of staff you choose to hire and the compensation you choose to provide them. These estimates do not include: -any allowance for a draw or salary to you or other owners of the franchise; payments of fees; or payments to a bank or financing

company on any loan that you may obtain to finance the cost of purchasing the franchise or other development-related costs.

YOUR ESTIMATED INITIAL INVESTMENT SKILLED CARE SERVICES¹

Type of Expenditure	Amount	Method of payment	When Due	To Whom Payment is to be Made
Third Party Consulting Firm	\$5,000 - \$8,000	As Arranged	Upon signing the Franchise Agreement	Approved Suppliers
Licenses, Permits and Accreditations	\$6,000 - \$8,000	As Arranged	As Arranged	Local and/or State Government Agency; Supplier
Facility Modifications	\$2,000 - \$5,000	As Arranged	As Arranged	Vendors and/or Approved Suppliers
Required Technology	\$300 - \$900	As Arranged	As Arranged	Vendors and/or Approved Suppliers
Insurance	\$2,000 - \$5,000	As Arranged	As Arranged	Insurance Carrier (or Us only if you fail to maintain required insurance coverage and we elect to obtain coverage for you)
Legal and Accounting Fees	\$4,000 - \$8,000	As Arranged	As Arranged	Attorneys and/or Certified Public Accountants
TOTAL (Skilled Care Services Only)	\$19,300 - \$34,900			
TOTAL (Estimated Initial Investment Including Skilled Care Services)	\$134,450 - \$305,100 <u>\$137,490 - \$464,950</u>			

(1) Skilled Care Services. These estimates represent the initial investment required to begin offering Skilled Care services. We based these estimates on information we gathered from third-party vendors and suppliers who provide the items required to begin offering Skilled Care services. If you have previous experience offering Skilled Care or similar services before purchasing a franchise then you may not incur some or all of these expenses.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Supplies and Approved Suppliers

You must operate your business according to methods, standards, and specifications of our System. You may only offer approved services and products necessary to operate an Amada Senior Care Business (“**Approved Supplies**”). We will provide you with a list of the Approved Supplies (“**Approved Supplies List**”). We will also provide you with a list of approved manufacturers, suppliers, and distributors authorized to supply Approved Supplies used to operate an Amada Senior Care Business or offer for sale to clients of an Amada Senior Care Business (“**Approved Suppliers List**”). We reserve the right to revise the Approved Supplies List and the Approved Suppliers List from time to time. We do not issue specifications or standards to our franchisees or Approved Suppliers, and we do not make available our criteria for supplier approval, other than what is generally disclosed in this Item.

As of the Issuance Date of this Disclosure Document, we are not an Approved Supplier of any Approved Supplies that you must purchase or lease for your Amada Senior Care Business. Our affiliate, ~~LTC NowNurseloop~~, is currently an Approved Supplier of proprietary software called ~~RelyFyNurseloop~~ that may be used in connection with your Amada Senior Care Business. Certain officers and principals of ours own an interest in ~~LTC NowNurseloop~~. During its ~~2023~~2024 fiscal year, ~~LTC NowNurseloop~~ did not derive any revenue from software purchases or leases made by Amada franchisees. Our affiliate, MSCF, is currently an Approved Supplier of a proprietary software called Placed that ~~may~~must be used in connection with your Amada Senior Care Business. Certain officers and principals of ours own an interest in MSCF. During its ~~2023~~2024 fiscal year, MSCF derived \$~~39,758~~58,740 in revenue from software purchases and leases made by Amada Franchisees. This information was obtained from MSCF’s unaudited financial statements for the ~~2023~~2024 fiscal year.

We and our affiliates reserve the right to become Approved Suppliers or the only Approved Supplier of any Approved Supplies that you must purchase or lease for your Amada Senior Care Business without notice to you. We and our affiliates also reserve the right to develop certain proprietary products which we may require you to purchase or lease from us or our affiliates and offer for sale at your Amada Senior Care Business. We and our affiliates reserve the right to earn fees on franchisee purchases and leases from suppliers.

You must purchase, sell, and use only those services and products that are listed on the Approved Supplies List from suppliers that are on the Approved Suppliers List. You may not contract for alternate supplies or with alternate suppliers directly. If you would like to offer for sale or use any alternate product, material, or service that is not on the Approved Supplies List, you must notify us and obtain our prior written approval. Similarly, if you would like to supply or purchase any alternate products from a supplier not on the Approved Supplier List, you must also notify us and obtain our prior written approval. At our request, you must provide us, for testing purposes with a sample of the item you wish to purchase and other information so that we can make an informed decision as to whether the product, material, supply, or supplier meets our specifications and quality standards. You must also provide us with the name, address, and telephone number of the proposed supplier. You are not required to pay us a fee for our evaluation of an alternate product, material, service or supplier. We are not required to approve any particular proposed supply or supplier. We apply the following general criteria in approving or disapproving a proposed supply or supplier: (1) quality of product or service in relation to our specifications and quality standards; (2) supplier’s customer service; (3) price; and (4) whether we deem the supply or supplier necessary or desirable for the System as a whole. We may deny or revoke our approval of suppliers based upon the lack of any of the above items. Upon receipt of written notice of such revocation, you must cease purchasing products from such supplier. We will notify you of our approval or disapproval of a proposed supplier,

product, or service within 60 days of receiving all requested information. You must use products purchased from Approved Suppliers solely in connection with the operation of your Amada Senior Care Business. Although suppliers, products, or services may be approved by us, we and our affiliates expressly disclaim all warranties, including warranties of merchantability and fitness for any particular purpose regarding products, services, fixtures, furniture (including without limitation any required computer systems), signs, stationery, supplies, or other approved items sold to or provided to you by us, an affiliate, or any third party, including any Approved Supplier.

You must utilize our approved supplier for bookkeeping services in connection with your Amada Senior Care Business or otherwise obtain our advanced written approval for another supplier of bookkeeping services.

You must utilize our approved supplier, Associated Consultants, Inc. d/b/a RetroTax (“**RetroTax**”), for obtaining work opportunity tax credits. We have negotiated price terms with RetroTax for the benefit of our franchisees. In ~~2023~~2024, RetroTax paid us \$~~6,149,951~~10,389 in rebates from purchases and leases made Amada Senior Care Businesses.

You must purchase or lease operational, financial, and accounting software from one of our 2 approved suppliers, ~~LTC-NewNurseloop~~ and AxisCare, LLC. We have negotiated price terms with AxisCare, LLC, for the benefit of our franchisees. AxisCare, LLC pays our affiliate, Senior Care Ventures, 15% of its total revenue collected from Amada Senior Care Businesses. You must use the telephone provider that we designate. We reserve the right to contract directly with a communications company and establish a centralized account through which we pay for the telephone services provided to our franchisees, and, if we elect to do so, you must pay to us a monthly telephone access fee (“**Telephone Access Fee**”) based on the number of telephone lines that you use. Depending on the total number of lines that the System collectively uses, the Telephone Access Fee may include a small administrative cost for us to manage this process for the entire System. If you are no longer in the System, you must assign to us all telephone listings for your business.

We will negotiate group rates on products, services, and supplies as we deem necessary. When possible, we will negotiate purchase agreements with suppliers, including price terms, for the benefit of franchisees. There is currently no such purchase agreement and no purchasing cooperative in existence. We do not provide any material benefits to a franchisee for purchasing certain specified products or services.

During the last fiscal year, which ended December 31, ~~2024~~2023, we derived \$~~2,566,022~~2,298 in revenues from franchisees for leases, purchases or services and products from us and our Approved Suppliers, which represents approximately 0.~~02~~01% of our total revenue of \$~~13,560,296~~201,151,900. We reserve the right to offset any administrative costs incurred by us because of franchisee purchases and leases.

We anticipate that, in total, the items that you must purchase from our Approved Suppliers will constitute up to approximately 75% to 100% of the products, supplies, equipment, services, and leases that you must purchase when establishing your Amada Senior Care Business, and 75% to 100% of your total ongoing purchases once your Amada Senior Care Business is open.

We do not provide or withhold material benefits to you (such as renewal rights or the right to open additional businesses) based on whether or not you purchase through the sources we designate or approve. However, purchases of unapproved supplies or from unapproved suppliers in violation of the Franchise Agreement will entitle us, among other things, to terminate the Franchise Agreement.

Computer System

You must purchase and use the computer hardware system and software, including all future updates, supplements and modifications in operating your Amada Senior Care Business (See Item 11).

Insurance

From time to time you may have the opportunity to work with various insurance carriers which have developed specific insurance policies relating to the senior care business. If you choose to purchase such policies, the carriers may require you to attend, participate in, and/or administer additional training to satisfy their requirements associated with such insurance policies.

As outlined in Section 16 of the Franchise Agreement, you must procure and keep in force insurance policies in such amounts and on such terms, as prescribed by us in the Operations Manual, by an insurance company acceptable to us at all times during the term of the Franchise Agreement. We reserve the right to adjust these coverages and amounts at any time by amending the Operations Manual. You must also procure and keep in force insurance policies in such amounts and on such terms as may be required by statute or rule of the state and county in which the Amada Senior Care Business is located. You must obtain such policies within 30 days after signing the Franchise Agreement. Your failure to obtain insurance constitutes a material breach of the Franchise Agreement entitling us to terminate the Franchise Agreement or exercise any or a combination of the other default remedies provided in Section 13 of the Franchise Agreement. You shall also procure and pay for all other insurance required by state or federal law, including, without limitation, workers' compensation and unemployment insurance. The following is a list of the required insurance coverage including minimum limits of coverage as of the issuance date of this disclosure document:

Coverage	Minimum Limits of Coverage
General Liability Insurance	\$1,000,000 per occurrence \$3,000,000 general aggregate limit
Professional Liability Insurance	\$1,000,000 per claim \$3,000,000 aggregate limit with a minimum sub-limit not less than \$1,000,000 for sexual misconduct, abuse or molestation
Commercial Property Insurance	For all personal property contents at replacement cost value including no less than \$50,000 of Business Interruption Insurance
Third Party Liability Insurance/Bond (theft of client's property)	\$25,000
Automobile Liability Insurance	\$1,000,000
Employment Practices Liability Insurance	\$500,000
Workers' Compensation	Statutory requirements of the Franchisee's state(s) of operation.

Development Agreement

~~The Development Agreement does not require you to buy or lease from us or designated or approved suppliers, or according to our specifications, any goods, services, supplies, fixtures, equipment,~~

~~inventory, computer hardware and software, real estate, or comparable items to establish or operate the business under the Development Agreement. However, you must follow our requirements under the Franchise Agreement for each Amada Senior Care Business you develop.~~

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements 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.

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 6.1 of Franchise Agreement	Item 7, Item 11 and Item 12
b. Pre-opening purchases/leases	Sections 6.1, 6.8, 6.10, 6.12 and 7.1 of Franchise Agreement	Item 7 and Item 8
c. Site development and other pre-opening requirements	Section 6.1 of Franchise Agreement	Item 6, Item 7, and Item 11
d. Initial and ongoing training	Sections 3.2, and 6.5 of Franchise Agreement	Item 6, Item 7, and Item 11
e. Opening	Section 6.2 of Franchise Agreement	Item 11
f. Fees	4 of Franchise Agreement and 4 and 5 of Development Agreement Section 4	Item 5 and Item 6
g. Compliance with standards and policies/operating manual	Sections 6 and 7 of Franchise Agreement	Item 8, Item 11, Item 14 and Item 16
h. Trademarks and proprietary information	5 of Franchise Agreement and 7 and 9 of Development Agreement Section 5	Item 13 and Item 14
i. Restrictions on products/services offered	Sections 6.8 and 6.10 of Franchise Agreement	Item 8 and Item 16
j. Warranty and customer service requirements	Sections 6.6 and 6.8 of Franchise Agreement	Item 8
k. Territorial development and sales quotas	1.4 of Franchise Agreement and 2, 5 and Exhibit B of Development Agreement Section 1.4	Item 12
l. Ongoing product/service purchases	Section 6.10 of Franchise Agreement	Item 8 and Item 11
m. Maintenance, appearance, and remodeling requirements	Sections 6.7, 9.2 and 9.3 of Franchise Agreement	Item 6 and Item 8
n. Insurance	Section 16 of Franchise Agreement	Item 6, Item 7, and Item 8
o. Advertising	8 of Franchise Agreement Section 8	Item 6 and Item 11
p. Indemnification	19.1 of Franchise Agreement and 15 of Development Agreement Section 19.1	Item 6
q. Owner's participation/management/staffing	Section 6.6 of Franchise Agreement	Item 15
r. Records and reports	Section 10 of Franchise Agreement	Item 8 and Item 11

Obligation	Section in <u>Franchise</u> Agreement	Disclosure Document Item
s. Inspections and audits	<u>Sections 6.16 and 10 of Franchise Agreement</u>	Item 6, Item 11 and Item 13
t. Transfer	<u>12 of Franchise Agreement and 13 and 14 of Development Agreement</u> <u>Section 12</u>	Item 6 and Item 17
u. Renewal	<u>Section 2.2 of Franchise Agreement</u>	Item 17
v. Post-termination obligations	<u>Section 14 of Franchise Agreement</u>	Item 17
w. Non-competition covenants	<u>11 of Franchise Agreement and 9 of Development Agreement</u> <u>Section 11</u>	Item 17
x. Dispute resolution	<u>15 of Franchise Agreement and 15 of Development Agreement</u> <u>Section 15</u>	Item 17
y. Guaranty	<u>Section 17.3 of Franchise Agreement</u>	Item 22

ITEM 10 FINANCING

We do not offer direct or indirect financing to you. We do not guarantee your note, lease, or other obligations.

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

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

~~If you sign the Development Agreement, then before you begin operating your business under that agreement, we will:~~

~~1. Determine the Territory within which you will develop Amada Senior Care Businesses. (See Development Agreement, Section 2).~~

~~2. Determine the number of Amada Senior Care Businesses that you (or your Controlled Affiliates) must open in the Territory under the Development Schedule attached to the Development Agreement. (See Development Agreement, Section 2).~~

~~Determine the Development Schedule and the deadlines by which you (or your Controlled Affiliate) must sign a franchise agreement for, and open and begin operating, each Amada Senior Care Business to be developed under the Development Agreement. (See Development Agreement, Section 5).~~

~~If you sign the Development Agreement, then during your operation under that agreement, we will:~~

~~1. Grant or deny requests for 90-day extensions of the Franchise Agreement signing deadline and/or business opening deadline on the Development Schedule. You must send us a \$2,500 extension fee~~

~~with each request for an extension. If we grant the extension, the extension fee is non-refundable. If we deny the extension, we will refund the extension fee. (See Development Agreement, Section 5).~~

~~2. You (or your Controlled Affiliate) must sign our then current form of franchise agreement and any ancillary agreements for each Amada Senior Care Business developed under the Development Agreement, the terms of which may differ substantially from the terms contained in the Franchise Agreement attached to this disclosure document. However, under each of those franchise agreements, we will apply \$27,500 of the development fee toward that initial franchise fee. If you fail to meet the Development Schedule, we may terminate the Development Agreement. (See Development Agreement, Sections 6 and 8).~~

~~3. Unless we specify the Designated Territory for each Amada Senior Care Business in the Development Agreement, we will determine or approve the Designated Territory for each Amada Senior Care Business under our then current standards for assigning Designated Territories.~~

Our Obligations Before the Franchised Business Opens

Before you open your Amada Senior Care Business we will:

1. Provide you with password protected Internet access to an electronic version of the Operations Manual. You are responsible for accessing the Operations Manual for use in your Designated Territory only as necessary, and you must maintain such copies in a confidential manner. As of the issuance date of this disclosure document, the Operations Manual contains 152 pages. (See Franchise Agreement, Section 3.1.1).

~~2. Review and approve or disapprove the proposed site for your Amada Senior Care Business to determine whether it meets our standards and specifications (See Franchise Agreement, Section 3.1.2).~~

~~3.2.~~ Provide you with specifications on the size, layout and floor plan of a prototypical Amada Senior Care Business office to assist you with your purchase of furniture, desks, and file cabinets (See Franchise Agreement, Section 3.1.~~32~~).

~~4.3.~~ Provide you with a copy of job descriptions of key positions for staffing your Amada Senior Care Business (See Franchise Agreement, Section 3.1.~~43~~).

~~5.4.~~ Provide the initial training program where we will discuss the basics of the business and other start-up business training by phone or webinar (“**Start-up Business Training Program**”). We will provide you a training program on placement services for seniors by webinar (“**Senior Placement Training Program**”). We will also provide you with continuing consultation and advice as we deem advisable with respect to the business of your Amada Senior Care Business before you open your office (See Franchise Agreement, Section 3.1.~~54 and 3.1.6~~).

~~6.5.~~ Provide you with an Approved Supplies List and Approved Suppliers List (as defined in Franchise Agreement, Section 6.~~409~~) and assistance regarding your purchase of initial recruiting materials, marketing materials, and business office supplies (See Franchise Agreement, Section 3.1.~~65~~). We do not provide any Approved Supplies or other items for the Amada Senior Care Business’s development directly or deliver or install items, nor do we provide written specifications for these items. We will provide the names of approved suppliers, manufacturers, suppliers and distributors.

7.6. Provide you with sample advertisements regarding the opening of your Amada Senior Care Business and your recruitment of staff (See Franchise Agreement, Section 3.1.~~97~~).

Typical Length of Time Before Operation

The typical length of time between the signing of the Franchise Agreement and the opening of the Amada Senior Care Business is approximately 60 days. The actual length of time it will take you to open your Amada Senior Care Business will depend upon certain critical factors such as your ability to obtain a mutually acceptable site and the lease for your business premises; ~~the timely installation of equipment and furniture;~~ your ability to obtain acceptable financing; your satisfactory completion of our ~~initial training program~~ Start-up Business Training Program and Senior Placement Training Program; your ability to timely obtain required permits and licenses; the timely production of pre-opening recruiting and marketing materials; and the amount of time necessary to hire and train personnel. Unless we agree to an extension in writing or licensing has prevented your Amada Senior Care Business from opening, we may terminate your Franchise Agreement if you do not open your business within ~~60~~90 days of the signing of the Franchise Agreement (See Franchise Agreement, Section 6.2).

Our Obligations During the Operation of the Franchised Business

After you open your Amada Senior Care Business we will:

1. Provide you, your Primary Contact, or branch manager/operations manager with training at our headquarters in San Clemente, California, or another location designated by us, which may include a hotel, conference center, or resort adjacent to AFI's headquarters that provides the necessary space and functions for such a training program. In this component of the training program, we will generally discuss the operations roles, the sales roles, and recruitment of staff for your Amada Senior Care Business ("**Senior Care Training Program**") We may provide the Senior Care Training Program remotely by webinar ~~-(See Franchise Agreement, Section 3.2.1.7).~~

~~_____2~~ 2. Review and approve or disapprove the proposed site for your Amada Senior Care Business to determine whether it meets our standards and specifications (See Franchise Agreement, Section 3.2.2).

~~_____3~~ 3. Provide you, your Primary Contact, and branch manager/operations manager with additional training at your location in or near your Designated Territory (as defined in Item 11). In this component of the training program, we will conduct field training which includes sales mapping, establishing contact with key referral sources, in-field sales training, office setup, and other relevant topics ("**Field Training**") (See Franchise Agreement, Section 3.4.2.3).

2. Provide you with tuition-free on-site training for up to 3 days. We will also provide you with ongoing consultation and advice in response to your inquiries about specific administrative and operating issues. We may decide how best to communicate this consultation and advice to you, whether by telephone, in writing, electronically, or in person. The method chosen by us may be different than the methods used by us to communicate with other franchisees (See Franchise Agreement, Section 3.2.~~44~~).

3. Administer the Advertising Fund (described below) and approve or disapprove of any advertising that you create for use in your local market (See Franchise Agreement, Section 3.2.~~25~~).

4. We may update the Approved Supplies List and Approved Suppliers List from time to time as we deem necessary (See Franchise Agreement, Section 3.2.~~36~~).

5. While not currently in place, we may develop an advanced training program for your key personnel, as designated by us, which will be held at our headquarters in San Clemente, California, or another location designated by us, which may include a hotel, conference center, or resort adjacent to AFI's headquarters that provides the necessary space and functions for such a training program, as determined by us. We may provide any advanced training program remotely by webinar. We may charge you a fee for this advanced training, and you must pay all of the travel expenses, such as transportation, lodging, meals, and any related payroll expenses for anyone who attends. If you hire a replacement manager, he or she must meet our applicable training requirements at the time of hire (See Franchise Agreement, Section 3.2.~~47~~).

6. Maintain the Amada Website (as defined below). (See Franchise Agreement, Section 3.2.~~58~~).

7. We may change or modify the System including the adoption and use of new or modified trade names, trademarks, service marks, or copyrighted materials, new computer programs and systems, new types of inventory, supplies, products, services, equipment, or techniques (See Franchise Agreement, Section 3.2.~~69~~).

8. Provide you with information regarding any modifications, improvements, or developments within or to the System in the form of periodic announcements via main menu page or website and email bulletins (See Franchise Agreement, Section 3.2.~~710~~).

9. Provide you with assistance regarding staffing matters, which may include providing you with recommended organizational charts, position descriptions for office and field positions, and interviewing guidelines for various positions (See Franchise Agreement, Section 3.2.~~811~~).

10. Provide you with additional optional training on an as-needed basis for an additional fee of \$500 per day per trainer plus travel, room and board expenses for each trainer (See Franchise Agreement, Section 3.2.~~912~~).

Factors Used for Selecting Location of the Amada Senior Care Business

You must investigate and evaluate potential office space sites for their overall suitability and compatibility with our site selection criteria that we have established as of the approval date (See Franchise Agreement, Section 6.1). Your Amada Senior Care Business may not be located in any person's home. Based on the requirements of the Franchise Agreement, the factors we generally consider for approving or disapproving of the proposed site of your Amada Senior Care Business are whether it is located in your Designated Territory; its proximity to any large hospital located within the Designated Territory; its accessibility to public transportation; the demographics and concentration of the surrounding population; its accessibility to a large pool of potential staff members; its proximity to schools that offer nursing programs; its proximity to potential competitors; its physical appearance; its total square footage; its interior space plan and floor layout; and building, sign and other applicable codes, ordinances, regulations and restrictions. We do not generally own the premises or lease it to you.

Within 90 days after we both sign the Franchise Agreement, you must locate the site for the Amada Senior Care Business, which must be approved by us. We have 15 calendar days to approve or disapprove your site after you ask for approval. If you do not have an approved site within the 90-day period, we will provide you with an extension of 30 days to cure the default, or any longer time as may be required to obtain the necessary licensure to operate your Amada Senior Care Business. If you do not have an approved site for your Amada Senior Care Business upon the expiration of any such extension, we may terminate your Franchise Agreement. (See Franchise Agreement, Section 6.1).

If you are leasing the premises for your business, you must sign, and have the landlord of the business premises sign the Collateral Assignment of Lease or a comparable document, a copy of which is attached to the Franchise Agreement as **Attachment C**. This document gives us the option to assume your lease if the Franchise Agreement expires or terminates for any reason prior to the conclusion of the lease.

Advertising Program

Advertising Fund. You must contribute 1% of your monthly Gross Billings to an advertising fund exclusively maintained and administered by us (“**Advertising Fund**”). We reserve the right to collect such contributions more frequently than monthly upon 30 days’ prior written notice to you, and to increase the Advertising Fund contributions to up to 2% of your monthly Gross Billings. The Advertising Fund will be used to develop, produce, and distribute national, regional and/or local advertising and to create advertising materials and public relations which promote the Marks, other marks owned by us or any of our affiliates, and the products and services offered by the System (See Franchise Agreement, Section 8.1). The Advertising Fund will also be used to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including the cost of preparing and producing television, radio, magazine and newspaper advertising campaigns, direct mail and outdoor billboard advertising, public relations activities and services provided by advertising agencies, developing and maintaining an Internet website, developing and maintaining a social media presence, developing new revenue streams for franchisees including sales collateral, coaching and training to launch or enhance sources of revenue mix for franchises, and personnel and other departmental costs for advertising that we internally administer or prepare. We may also use the Advertising Fund to procure leads and prospects for potential clients for System franchisees and to cover costs and expenses associated with any Annual Conference and Annual Branch Leadership Conference, including costs related to productions, programs and materials. Not all System franchisees will benefit directly or on a pro-rata basis from such expenditures.

Advertising Fund contributions are used for search engine optimization for the Amada Website (defined below), a portion of which may be used to explain the franchise offering and solicit new potential franchisees. At this time, we do not currently use Advertising Fund contributions for any other solicitation of potential new franchisees. However, we reserve the right to use Advertising Fund contributions for that purpose in the future, and to include a notation in any advertisement referencing the availability of purchasing new franchises. Sales materials, if developed, may be sold to franchisees at a reasonable cost. We will use Advertising Fund contributions to develop and prepare advertising which we will distribute to System franchisees for their placement in the local media. The advertising will be prepared by us and by outside sources in various formats, including but not limited to print, electronic, and video format. If we do not spend all contributions collected for the Advertising Fund by the end of each fiscal year, the funds may be carried forward into the next fiscal year.

We have the exclusive right to determine contributions and expenditures from the Advertising Fund, or any other advertising program, and the authority to determine the selection of the advertising materials and programs; provided, however, that we will make a commercially reasonable effort to expend such funds in the general best interests of the System on a national or regional basis. We are not required under the Franchise Agreement to spend any amount on advertising in your Designated Territory. We have the right to seek reimbursement from the Advertising Fund contributions for reasonable costs and overhead, if any, as we may incur in activities which are reasonably related to directing and implementing the Advertising Fund and advertising programs for franchisees and the System, including costs of personnel for creating and implementing advertising, promotional and marketing programs. There is no requirement that the Advertising Fund be audited. Upon your written request, we will provide you with an unaudited summary of Advertising Fund expenditures.

We may terminate and resume the Advertising Fund periodically during the term of the Franchise Agreement; however, any decision to terminate or resume the Advertising Fund will apply to all franchisees and our company or affiliate owned locations equally. We will not terminate the Advertising Fund before making arrangements to spend or rebate any balance in the Advertising Fund after payment of all expenses in a pro-rated basis according to each franchisee's contributions. If we resume the Advertising Fund, we will give you at least 30 days written notice before Advertising Fund contributions become due again and we will collect Advertising Fund fees at the original rate in the Franchise Agreement.

Anyone who buys a franchise after you do and signs a different form of Franchise Agreement may pay a higher rate of Advertising Fund fees than you do. Any company-owned ~~outlet~~~~soutlet~~ that ~~provide~~~~provides~~ Senior Care and/or Senior Placement Services will contribute to the Advertising Fund at a rate that is equal to the lowest percentage contribution rate that any franchisee then pays to the Advertising Fund.

During the last fiscal year, which ended December 31, ~~2023~~~~2024~~, we collected ~~\$1,855,735.66~~~~2,359,286~~ in contributions to the Advertising Fund. Of that amount, ~~\$1,796,473.19~~~~2,365,486~~ was spent by the Advertising Fund during our ~~2024~~~~2023~~ fiscal year as follows:- public relations (~~-28~~~~(13%)~~), production (~~58.86~~~~49.2%~~), search engine optimization (~~11.46~~~~10.2%~~), national accounts (~~15.1~~~~10.2%~~) and overhead (14.3%). Funds in the amount of ~~\$59,187~~~~6,200~~ were spent above what was collected during the 2024 fiscal year.

Local Advertising and Promotion. -You are required to spend the greater of 1% of your monthly Gross Billings or \$1,000 per month on local advertising and promotion ("**Local Advertising and Promotion**"). ~~-You are required to spend a portion of your Local Advertising and Promotion expenditures on recruiting caregivers for your Amada Senior Care Business.~~ Within 30 days of the end of each month, you must furnish to us, in a manner approved by us, an accurate accounting of your Local Advertising and Promotion expenditures for the preceding calendar month just ended. You must account for your Local Advertising and Promotion expenditures separately from your contributions to the Advertising Fund. We will provide you with guidelines for Local Advertising and Promotion and any deviation from those guidelines by you requires prior approval from us. You may use your own advertising materials, or those produced by an outside agency, so long as you have received prior written permission from us and such advertising materials include our website address and the Marks in the form, color, and manner that we prescribe. If you propose to use any advertising materials which we have not previously approved, we have the right to condition approval of your proposed advertising upon your agreement to provide other System franchisees, whose Amada Senior Care Businesses are located within the circulation area of the proposed advertising, the opportunity to contribute to and to participate in the advertising. You must provide any proposed advertising materials to us at least 14 days before you propose to use those materials. We are not contractually obligated to approve or reject any advertising materials submitted to us within those 14 days, but we will attempt to do so. You may not use the advertising material unless we give you approval in writing. (See Franchise Agreement, Section 8.4). You may not establish a website using or displaying any of the Marks, and you may not advertise your Amada Senior Care Business or the sale of services or products offered by your Amada Senior Care Business on the Internet except as we permit. We may host and give you access to a separate web page for your Amada Senior Care Business on our website(s), as specified below. Any website or electronic materials you propose to use must be approved in advance by us before publication to the site. (See Franchise Agreement, Section 8.4). You may not advertise or use in advertising or any other form of promotion, our copyrighted works, trademarks, service marks, or commercial symbols without the appropriate © or ® registration marks or the designation TM or SM where applicable. We reserve the right to increase the amount of the Local Advertising and Promotion expenditures, provided that any increase may occur only once during any calendar year. We have no advertising council nor are there any advertising funds other than those described above.

Advisory Council. We currently have a franchisee advisory council (“**Advisory Council**”). You may participate in all Advisory Council programs that we approve. The purpose of the Advisory Council includes exchanging ideas and problem-solving methods, advising us on expenditures for advertising, and coordinating System franchisee efforts.

Local or Regional Advertising Cooperatives. We have the right to require cooperatives to be formed, dissolved or merged. For example, we may designate a local or regional advertising coverage area in which your Amada Senior Care Business and at least one other Amada Senior Care Business is located for purposes of developing a cooperative local or regional advertising or promotional program. You will contribute your share to such cooperative advertising and promotional program agreed upon by 50% or more of the Amada Senior Care Businesses within the designated dominant market area (“**DMA**”) as defined by Nielsen Media Research, a company of the Dun & Bradstreet Corporation, or comparable industry designation. The cost of the program will be allocated among each Amada Senior Care Business in such area and each franchisee’s share will be in proportion to its Gross Billings during the preceding 12-month period, or portion of that period. Such payments will be in addition to and exclusive of any other sums you are required to spend on advertising. Currently, however, we have no franchisee cooperatives, but we do have one company-owned outlet. Company-owned outlets do not have controlling voting power on fees imposed by any franchisee cooperatives formed in the future.

Grand Opening. In connection with opening your business, you must spend at least \$1,500 on grand opening promotion and advertising before and during the first 60 days following the opening date of your Amada Senior Care Business. These expenditures are in addition to and will not be credited toward your obligation to contribute to the Advertising Fund or toward your Minimum Advertising Expenditure (See Franchise Agreement, Section 8.5).

Marketing Materials. Marketing materials that we supply according to the programs described above may be produced by us or an independent advertising agency depending upon the type of advertising produced and available personnel. ~~Because our franchise program is relatively new, most~~Most, if not all, marketing and advertising ~~in the near term~~ will be for local distribution and our marketing and advertising programs should expand to regional and national coverage as our franchise program grows. We expect that most marketing and advertising materials we produce will be for Internet marketing (including social media) or print media or other print usage, although some radio and television copy may also be produced.

Website. We reserve the right, but not the obligation, to establish and maintain a website (“**Amada Website**”), which may promote the Marks, System, and Amada Senior Care Businesses operating under the System. We reserve the sole right to control all aspects of the Amada Website, including its design, content, functionality, links to other websites, legal notices, policies and terms of usage. We also reserve the right to discontinue operating the Amada Website at any time without notice to you. Without our advance written approval, you may not maintain your own website, any similar pages on the Internet (including on social media), your own email address or domain, or otherwise maintain a presence online, nor may you conduct online or pay-per-click advertising using any public computer network in connection with the Amada Senior Care Business. We will approve of a fictitious business name for you to use in marketing your Designated Territory (“**Territory Name**”) and for use in conjunction with the Amada Website. You are not guaranteed a right to use the Territory Name for the duration of the Franchise Agreement or upon renewal and we reserve the right to require you to modify your Territory Name. You must adhere to our standards and policies in connection with any website or other Internet presence or advertising that we approve.

Dual Branding. We may co-brand one or more concepts with the Marks (“**Dual Branding**”). Dual Branding may involve changes to the Marks and to the System. If Dual Branding is implemented, the

scope and type of Dual Branding may vary in different markets. If we elect to conduct Dual Branding in the market in which your Amada Senior Care Business is located, we will give you notice regarding such contemplated Dual Branding. You will then be required to implement Dual Branding in connection with your Amada Senior Care Business within the time period specified in the notice, and Franchisee must at its expense make the modifications necessary to implement the Dual Branding. However, we are not obligated to offer any Dual Branding opportunity available to you.

Vehicle. You are not required to purchase a vehicle; however, if you use a car in connection with your Amada Senior Care Business, all signage on that vehicle is subject to our approval and design standards.

Pricing. We do not currently restrict the prices at which you sell any products or services, but we reserve the right to establish minimum and/or maximum prices for any products or services, subject to applicable law. You must at all times maintain sufficient levels of care providers to adequately meet customer demand and to adequately service clients.

Computer System

We require you to already have or purchase the hardware and software in accordance with the requirements set forth in the Operations Manual (“**Required Technology**”). For example, most of our franchisees already have a laptop, phone, and other equipment they will use in the Amada Senior Care business. We reserve the right to modify these requirements from time to time. The Required Technology currently consists of high speed business Internet, one computer (laptop or desktop with a minimum processor of Core i5 or Core i7, minimum 16GB of RAM, and current operating system of Windows 10 Pro, Windows 11 Pro, or Mac OS X 11 or higher), tablet which is compatible with current electronic signature software, firewall/router and wireless network technology (WiFi), printer (business class laser), electronic fax, scanner, business phone system, mobile phone, and basic software such as the current version of Microsoft Office Suite, security software (anti-virus, anti-malware, EDR, web filtering), and data backup. Additionally, in connection with the Required Technology you must obtain and maintain an Internet connection which meets the bandwidth specifications set forth in the Operations Manual. The Required Technology is used to record and analyze all business and accounting information for the operation of your Amada Senior Care Business.

You must install and commence using the Required Technology at the earlier of (1) the first servicing of a client; or (2) the obtaining of a home care license and completion of Pre-Opening Business Training; or (3) the completion of Pre-Opening Business Training where no home care licensure is needed. You must acquire the right to use hardware, software, peripheral equipment and accessories, and arrange for installation, maintenance and support services of the initial, changed, or enhanced Required Technology, all at your cost.

Currently the initial cost to purchase the Required Technology ranges from \$2,740 to \$8,865. You may purchase or lease the Required Technology from any vendor. We reserve the right to designate changes or enhancements to the Required Technology. At such time as we may require changes or enhancements to the Required Technology, you may be required to make certain payments to us, an affiliate, an Approved Supplier, or a third party vendor. All hardware and computer network maintenance and upgrades of other software are your responsibility and must be done in a timely manner. There are no contractual limitations on the frequency or cost of upgrades or changes in the Required Technology that we may impose. The approximate potential cost of maintenance, repairs and/or updates for the required computer hardware and software can range from \$0 to \$200 per month, depending on the size of your Amada Senior Care Business. We do not have any contractual obligation to maintain, repair, update or upgrade Required Technology.

Technology Management

Software Bundle Fee. You must pay to us a monthly Software Bundle Fee ~~ranging between \$295 that currently ranges from \$345 to \$2,700~~⁵⁴⁵ (“**Software Bundle Fee**”) for your right to use a Software Bundle that includes: ~~operational, financial, and accounting software~~, CRM, cloud storage, intranet, digital signature, other systems and tools to assist you in internal and external communications, business metrics, social media, and the overall technological infrastructure for your Amada Senior Care Business, including but not limited to 2 email addresses and your microsite (collectively, the “**Business System**”). The Software Bundle Fee also covers costs related to the research, design, procurement and administration of software and equipment, related personnel and other departmental costs, any optional or required maintenance, support, customization, upgrades and updates to the proprietary software and equipment we may provide you. If we grant you the right to operate additional Amada Senior Care Businesses, you will be required to pay us a separate monthly Software Bundle Fee for each of them unless we determine, in our discretion, that you can effectively operate all of them using the same Business System.

We reserve the right to specify different hardware and software systems in the future, including proprietary software that we or our affiliates develop exclusively for the System. We may require that you directly pay an approved third-party vendor or affiliate for hardware and software systems in the future either for or to replace the hardware and software systems currently provided in the Software Bundle Fee. To the extent that the Software Bundle Fee no longer encompasses a previously provided item, your Software Bundle Fee will be reduced. We independently access all business records, accounts, books, data, licenses, reports, and contracts (“**Business Records**”) collected or compiled within any of your Business System software platforms and databases. However, we currently do not have access to any client protected health information and you remain responsible for complying with HIPAA and obtaining authorization prior to acquiring any client protected health information.

Email Fee. For any additional email addresses you request (in addition to the 2 email addresses which are included in the Software Bundle Fee), you must pay to us an email fee (“**Email Fee**”) of \$10 per month per email account. The inbox size for each email account is approximately 25 gigabytes. You are only permitted to provide Amada email addresses to your operations and sales staff, and not to your caregivers.

Senior Placement Software. If Franchisee elects to offer Senior Placement Services, an affiliate of Franchisor will provide Franchisee with access to a software platform, Placed, to support those services at no cost for an initial six (6) month period. After the initial period, Franchisee must pay the affiliate’s then-current fees to continue using the software. Franchisee may not offer Senior Placement Services without utilizing software approved by Franchisor. As of the issuance date of this Disclosure Document, Placed is the only approved software.

Training

You and your management staff must attend and complete an initial training program to our satisfaction prior to your opening date. -If you fail to do so, we may require you to undergo additional training at your expense; alternatively, we may terminate the Franchise Agreement. -Our current training program has 45 components: -Start-up Business Training Program, Senior Placement Training Program, Senior Care Training Program, Staffing Training Program, and Field Training. Senior Care Training Program must be completed within 30-60 days after opening. Field Training will be completed 60-90 days after opening. All 4 components of the initial training program are tuition-free for you and 2 other people associated with your Amada Senior Care Business, such as the branch manager/operations manager and your sales manager. However, you must pay all travel, lodging, meal, and payroll expenses for your personnel, and we reserve the right to charge for additional training beyond the initial tuition-free

sessions. The training programs were designed by Tafa Jefferson, Chad Fotheringham, and Matt Smith and are supervised by Mr. Smith. Mr. Jefferson is our Co-Founder & Chief Executive Officer, and has nearly 30 years of experience in this field and has been with us since our inception in 2012. Mr. Fotheringham is our Co-Founder & President, and also has been with us since our inception in 2012. Mr. Smith, who is our Vice President of Training and Support, has approximately 20 years of experience in this field and has been with us since 2018. Mr. Jefferson, Mr. Fotheringham, and Mr. Smith have extensive knowledge of the subject matter taught in the training programs. We reserve the right to include various subject matter experts or other experienced trainers to assist in the training program.

The Pre-Opening Program is held remotely via phone and webinar or by another medium designated by us. The Pre-Opening Program is managed by Nina Wiskus, our Licensing and Compliance Manager. Ms. Wiskus has been our Licensing and Compliance Manager since January 2024, and has ~~12~~¹³ years of experience in this field, most recently as our Licensing Specialist. The Pre-Opening Program is focused on explaining the basics of the business, including how to get started, ~~applying~~ for licensure, initial sales and marketing strategies, ~~and~~ initial recruiting strategies and compliance requirements. The Pre-Opening Program must be completed prior to attending Amada University, unless we agree otherwise in writing.

The Senior Placement Training Program is held remotely via webinar or by another medium designated by us. The Senior Placement Training Program is managed by ~~Ms. Wiskus~~Mr. Smith and is provided by Mr. ~~Smith, our Director of Research and Development Michael Robirds, and/or our Operations Manager Matt Wilson, all of whom have~~Tyler Hincy, who has over ~~10~~¹⁵ years of experience in ~~our~~this field. The Senior Placement Training Program is offered within 30 days after the Franchise Agreement is executed and is focused on effective marketing strategies for Senior Placement Services. This includes, but is not limited to, relationship development, contracting, effective use of technology, and the financial impact of placement services.

The Senior Care Training Program is typically conducted after the completion of the Start-up Business Training Program and is held at our headquarters in San Clemente, California, or any alternate location we may designate. It is possible to conduct the Senior Care Training Program immediately following the Start-up Business Training Program. The Senior Care Training Program is provided by Matthew Smith and various of our subject matter experts. Mr. Smith is our Vice President of Training and Support and has approximately ~~14~~²⁰ years of experience in the field. We reserve the right to use similarly experienced trainers in the training program. It focuses on the day-to-day administration of the franchised business and includes training related to the selling process, taking phone calls and setting up senior care cases, recruiting strategies, hiring procedures, scheduling new job orders, payroll and billing, and office administration. The Operations Manual and printed classroom training manuals serve as the principal training materials.

Staffing Training is only required if you wish to offer Staffing Services and takes place in or near your Designated Territory (as defined below). The training program is managed by Jamie Norred, our Director of Sales. Mr. Norred has approximately 20 years of experience in the field. An Amada representative An Amada representative travels to your location in or near your Designated Territory, at no cost to you, to conduct the Staffing Training. It focuses on the processes and steps needed to start and offer Staffing Services and other relevant topics. The Operations Manual and printed classroom materials serve as the principal training materials.

Field Training takes place in or near your Designated Territory ~~(as defined below)~~. The Amada representative travels to your location in or near your Designated Territory, at no cost to you, to conduct the Field Training, which includes sales mapping, establishing contact with key referral sources, in-field sales training, office setup, operations and other relevant topics. Topic selections are determined by our management team.

START-UP BUSINESS TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Intro to Amada	1	0	Remote by phone and webinar
Intranet overview, how to get information in the Amada online system	1	0	Remote by phone and webinar
Overview of industry terminology	1	0	Remote by phone and webinar
How to register your business	1	0	Remote by phone and webinar
Home care licensing assistance (as required)	4	0	Remote by phone and webinar
Locating the ideal office space, what to look for	1	0	Remote by phone and webinar
Setting up required technology with vendors	1	0	Remote by phone and webinar
Overview and where to get proper insurance	1	0	Remote by phone and webinar
Caregiver recruiting, hiring and retention	2	0	Remote by phone and webinar
Territory analysis, competitive, sales and recruiting	5	0	Remote by phone and webinar
Preparing for training at corporate	0.5	0	Remote by phone and webinar
TOTAL	18.5	0	

SENIOR PLACEMENT TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Different types of senior living facilities	0.5	0	Remote by webinar Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
Marketing placement services to facilities	0.5	0	Remote by webinar Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
Contracting with facilities best practices	0.5	0	Remote by webinar Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
Using Placed	0.5	0	Remote by webinar Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
The positive financial impact of placements on your P&L	0.25	0	Remote by webinar Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
TOTAL	2.25 7	0	

AMADA UNIVERSITY

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Overview of Amada University	1	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
Amada mission and values	1	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
Understanding entrepreneurship and being a franchisee	1	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Healthcare industry overview	1	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
Caregiver recruiting and retention strategies	9	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
Sales strategies	5	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
National and strategic accounts and healthcare strategies overview	2.5	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
Client onboarding	1.5	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
Long term care insurance – overview, policy structure, claims, and reimbursement	4	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
Business operations training	9	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
IT and security overview	1	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
SEO and marketing	2.5	0	Our headquarters in San Clemente, CA or another location we may designate including remotely by webinar
Wrap up of the week	1.5	0	
TOTAL	40	0	

STAFFING TRAINING PROGRAM

<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of On-The-Job Training</u>	<u>Location</u>
<u>6 Essential Steps to Starting Healthcare Staffing</u>	<u>2</u>	<u>0</u>	<u>In your Designated Territory</u>

<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of On-The-Job Training</u>	<u>Location</u>
<u>Healthcare Staffing Sales and Process</u>	<u>3</u>	<u>0</u>	<u>In your Designated Territory</u>
<u>Healthcare Staffing Recruiting and Credentialing Process</u>	<u>1.5</u>	<u>0</u>	<u>In your Designated Territory</u>
<u>Q&A</u>	<u>1</u>	<u>0</u>	<u>In your Designated Territory</u>
<u>Review of Sample Contracts, Letters and Forms</u>	<u>1</u>	<u>0</u>	<u>In your Designated Territory</u>
<u>Client Sales in the field</u>	<u>0</u>	<u>6</u>	<u>In your Designated Territory</u>
<u>Recap and Questions</u>	<u>1</u>	<u>0</u>	<u>In your Designated Territory</u>
<u>TOTAL</u>	<u>9.5</u>	<u>6</u>	

FIELD TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Caregiver recruiting and retention strategies	0	9	In your Designated Territory
Sales strategies	0	9	In your Designated Territory
Business operations training	0	9	In your Designated Territory
TOTAL	0	27	

Our Start-up Business Training Program is offered continuously, but we reserve the right to not offer it in a given month if the schedule does not permit. Our Senior Placement Training Program is offered continuously, but we reserve the right to not offer it in a given month if the schedule does not permit. Our Senior Care Training program will be offered in any month with a minimum of 3 participants and on an as-needed basis several times per year. Our Field Training is offered upon the successful conclusion of the Start-up Business Training Program and Pre-Opening Training Program and based upon your and our availability. We reserve the right to modify any aspect of the initial training program at any time, including the right to reduce the number of days of training or to replace in-person training with e-learning or other techniques and methods.

Continuing Education

In addition to the Start-up Business Training Program, Senior Placement Training Program, Senior Care Training Program, and Field Training outlined above, you may also request that we provide you with a private 3-day continuing education session at our headquarters in San Clemente, California, or at a location we designate. The cost for such a session ~~would be~~ is our then-current fee, which is currently \$1,500 plus ~~you~~your and your employees' travel, meals, lodging, and payroll expenses. Alternatively, you may attend a non-private, previously scheduled training session that we may provide from time to time, at no cost to you other than the travel, meals, lodging, and payroll expenses for you and your employees who attend.

To assist you in operating your business, we may offer additional training programs and/or refresher courses to you, your manager, and/or your employees as we deem appropriate, including the opportunity to spend approximately 2 to 5 days training with one of our other currently operating franchisees. The additional training programs and refresher courses will be at our then-current tuition for ongoing training,

which is presently \$500 per day per person. As of the date of this disclosure document, we are not able to state or estimate the location, duration or frequency of any additional training programs and/or refresher courses as these programs and courses will vary depending on your needs and the needs of our other System franchisees. We currently do not anticipate offering more than 2 additional training programs and/or refresher courses during a calendar year and we currently anticipate that each training program and/or refresher course will last approximately 2 to 3 days. We may require you and your employees' attendance at these programs and/or courses. You must pay for you and your employees' travel, meal, lodging, and payroll expenses while attending any such additional training programs.

Conferences

We may periodically conduct an annual conference ("**Annual Conference**") and if we do, we will determine its duration, curriculum, and location. We reserve the right to require you to attend the Annual Conference and to pay our then-current registration fee up to \$2,~~000~~500 per person, which you must pay regardless as to whether you attend the Annual Conference. You will be responsible for all other expenses incurred in connection with any such meetings, including the costs of travel, lodging, meals, and payroll expenses. Any such Annual Conference will not exceed 3 days in duration. We reserve the right to use contributions to the Advertising Fund for purposes related to the Annual Conference, including costs related to productions, programs, and materials. We also reserve the right to generate sponsorship revenue from our Approved Suppliers to defray the costs of conducting an Annual Conference. During the ~~2023~~2024 fiscal year, we generated a total of \$~~111,750~~119,656 in sponsorship revenue from multiple Approved Suppliers.

We may periodically conduct an annual branch leadership conference for all branch manager/operations managers and sales personnel to attend ("**Annual Branch Leadership Conference**") and if we do, we will determine its duration, curriculum, and location. We reserve the right to charge a registration fee for such a conference and you will be responsible for all other expenses incurred in connection with any such meetings, including the costs of transportation, lodging, meals, and wages. We reserve the right to use contributions to the Advertising Fund for purposes related to the Annual Branch Leadership Conference, including costs related to productions, programs, and materials.

ITEM 12 TERRITORY

Franchise Agreement

The Franchise Agreement grants you the right and license to establish and operate one Amada Senior Care Business to be located within an exclusive Designated Territory at a site approved by us ("**Authorized Location**") and identified in **Attachment A** to the Franchise Agreement. If you have not yet secured a site for your Amada Senior Care Business at the time you sign the Franchise Agreement, you will enter into our Site Selection Addendum, attached as **Attachment H** to the Franchise Agreement, which will govern the site selection process. You must locate and operate your Amada Senior Care Business at an Authorized Location within the specific geographic area we assign to you as described in **Attachment A** to the Franchise Agreement. You may not relocate your Amada Senior Care Business without our prior written approval.

A Designated Territory will generally have a residential population base of approximately ~~40~~32,000 to ~~50~~42,000 people who are aged 65 and older at the time that the Franchise Agreement is signed. We determine the population in a Designated Territory by using the most recent projection statistics released by the United States Census Bureau, including population estimates taken in between each decennial

census. We currently use Map Business Online for demographic information, but we reserve the right to use the services of other demographic information resources.

We generally designate the boundaries of the Designated Territory by ZIP Codes. A list of the ZIP Codes for your Designated Territory will be provided in **Attachment A** to the Franchise Agreement. ZIP Codes are a system of postal codes used by the United States Postal Service (“USPS”) and are changed by the USPS from time to time. Changes by the USPS may affect the ZIP codes and the geographic area that comprises your Designated Territory, including the number of residents aged 65 or older in the Designated Territory.

The Designated Territory will be exclusive to you while the Franchise Agreement is in effect and you are in compliance with all of its terms and conditions, including complying with Minimum Gross Billings Standards for Senior Care services (described below). Exclusivity means we and our affiliates will not establish or operate, or authorize others to establish or operate, an Amada Senior Care Business in your Designated Territory.

Year	Gross Billings*
By the end of your First Year <u>1</u> **	\$150,000
By the end of your Second Year <u>2</u>	\$300,000
By the end of your Third Year <u>3</u>	\$500,000
By the end of your Fourth Year <u>4</u>	\$750,000
By the end of your Fifth Year <u>5</u>	\$900,000
By the end of your Sixth Year <u>6</u>	\$1,200,000
By the end of your Seventh Year <u>7</u>	\$1,200,000
By the end of your Eighth Year <u>8</u>	\$1,200,000
By the end of your Ninth Year <u>9</u>	\$1,200,000
By the end of your Tenth Year <u>10</u>	\$1,200,000

* Minimum Gross Billings Standards are not, ~~and should not be considered to be, representations about the potential a representation or likely guarantee of actual earnings or of the~~ financial performance of your Amada Senior Care Business.

** ~~“First”~~ ** If you are a new franchisee, “Year” ~~means 1”~~ begins on the earlier of ~~the~~:

1. The first day of the month ~~after~~ following the ~~month in which~~ date you receive your home care license ~~is obtained;~~ or
2. 90 days ~~from~~ after signing the Franchise Agreement (~~in states where~~ if no license is required in your state).

If you do not achieve your Minimum Gross Billings Standard for Senior Care services in your Designated Territory in any year during the term of the Franchise Agreement, or if you fail to follow our lead policy which requires you to submit all leads that you receive in other franchisee’s territories and promptly offer services to all franchisees in your Designated Territory on multiple occasions, we will have

the right to reduce the size of your Designated Territory, operate or authorize others to operate Amada Senior Care Businesses in your Designated Territory, or terminate your Franchise Agreement upon 30 days' written notice. Gross Billings obtained from Senior Care services outside of your Designated Territory (including in any Contiguous Area, as defined below) may not be used to meet the Minimum Gross Billings Standard for Senior Care services. Other than as disclosed in Item 19 of this disclosure document, we do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of an Amada Senior Care Business. If you sign a successor Franchise Agreement, your Minimum Gross Billings Standards will be the Minimum Gross Billings Standards you were required to satisfy during the last year of your initial term unless our then-current form of Franchise Agreement specifically requires the satisfaction of a different set of Minimum Gross Billings Standards.

The following chart lists Minimum Gross Billings Standards that are applicable to Skilled Care services:

Year	Gross Billings*
By the end of your First Year <u>1</u> **	\$37,500
By the end of your Second Year <u>2</u>	\$75,000
By the end of your Third Year <u>3</u>	\$125,000
By the end of your Fourth Year <u>4</u>	\$187,500
By the end of your Fifth Year <u>5</u>	\$225,000
By the end of your Sixth Year <u>6</u>	\$300,000
By the end of your Seventh Year <u>7</u>	\$300,000
By the end of your Eighth Year <u>8</u>	\$300,000
By the end of your Ninth Year <u>9</u>	\$300,000
By the end of your Tenth Year <u>10</u>	\$300,000

* Minimum Gross Billings Standards are not, ~~and should not be considered to be, representations about the potential a representation or likely guarantee of actual earnings or of the~~ financial performance of your Amada Senior Care Business.

The Minimum Gross Billings Standards that are applicable to Skilled Care services commence upon the signing of the Skilled Care Services Addendum. Gross Billings obtained from Skilled Care services outside of the Designated Territory (including in any Contiguous Area) may not be used to meet the Minimum Gross Billings Standards for Skilled Care services. There are no minimum requirements applicable to Senior Placement Services or Staffing Services.

The franchise is limited to the right to develop and operate one Amada Senior Care Business at the Authorized Location located in the Designated Territory, and does not include (i) any right to market or sell products or services identified by the Marks at any location other than within the Designated Territory, or through any other channels or methods of distribution, including the Internet (or any existing or future form of electronic commerce including but not limited to social media websites and mobile communication devices), except in accordance with policies stated in the Operations Manual; (ii) any right to sell products

or services identified by the Marks to any person or entity for resale or further distribution; or (iii) any right to exclude, control, or impose conditions on our development of future franchised, company or affiliate owned Amada Senior Care Business at any time outside of the Designated Territory.

We and our affiliates reserve the right to:

1. Establish or license others the right to establish an Amada Senior Care Business at any location outside the Designated Territory, as we deem appropriate, regardless of proximity to the Designated Territory, without compensation to you;

2. Establish and license others to establish businesses under other systems using the Marks or other proprietary marks, which businesses may be located within or outside the Designated Territory, provided, however, that, except as specifically provided in the Franchise Agreement, we will not license or establish a business substantially similar to the Amada Senior Care Business within your Designated Territory;

3. Sell the services, products, materials and related equipment authorized for your Amada Senior Care Business under other trademarks, service marks and commercial symbols through similar or dissimilar channels of distribution and pursuant to terms we deem appropriate within and outside your Designated Territory, without compensation to you;

4. Advertise and sell the services, products, materials and related equipment authorized as associated with your Amada Senior Care Business under the Marks through dissimilar channels of distribution including, without limitation, by electronic means such as the Internet and websites we establish and pursuant to terms we deem appropriate within and outside your Designated Territory, without compensation to you;

5. Advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of one or more websites using the Marks;

6. Acquire the assets or ownership interest of one or more businesses providing services, products, materials and related equipment similar to those provided under your Amada Senior Care Business, and franchise under a service mark or trademark other than our Marks, license or grant the right to others to operate those businesses once acquired, regardless of whether these businesses are located or operating within your Designated Territory, and you will not be entitled to any compensation in connection with that transaction;

7. Be acquired by a business providing services, products, materials and equipment similar to those provided at your Amada Senior Care Business, even if such business operates, franchises or licenses competitive businesses in your Designated Territory, and you will not be entitled to any compensation in connection with that transaction;

8. Establish a National Accounts Program, in which you are required to participate and cooperate, including refraining from certain channels of marketing and distribution. In the event that you do not participate in any such National Accounts Program or are unable to fully service a National Account in your Designated Territory, we, an affiliate, or a third party designee of ours (including another franchisee within the System) may provide the services necessary to fulfill a National Account in your Designated Territory and you will not be entitled to any compensation in connection with that transaction;

9. Offer, sell, operate or distribute and/or license others to sell, operate and distribute through franchised or non-franchised businesses, at wholesale or retail, within and outside the Designated Territory (a) Amada branded goods and services not then offered and sold through the System, or (b) goods and services under another brand where comparable goods and services are not then offered and sold through the System, without compensation to you. These goods and services may be offered and sold through similar or dissimilar channels or methods of distribution, including the Internet and outlets that do business under the Amada name or another name. Examples of these outlets include durable medical equipment centers, assisted living facilities, adult daycare and/or child daycare facilities and hospices, but the examples also include businesses that are not in the healthcare industry;

10. Establish multi-area marketing programs and regional and national account programs that allow us or our affiliates to market anywhere, including in your Designated Territory;

11. Offer promotional programs from time to time to existing franchisees who meet certain criteria established by us. Such programs may involve certain market segments and may include modified Royalty Fees as determined solely by us; ~~and~~

12. Reserve the right to establish minimum and maximum prices for use with National Accounts Programs and special price promotions as allowed by law; and

~~12.~~ 13. Engage in any other activities not expressly prohibited in the Franchise Agreement.

You must at all times use your best efforts to promote and increase the sales and service of the Amada Senior Care Business and to effect the widest and best possible distribution, sale and placement, solicitation and servicing of all potential clients for authorized services throughout the Designated Territory.

You may not directly market, solicit or perform any Senior Care, Skilled Care or Staffing Services in another System franchisee's Designated Territory. If you wish to perform any of these services in the Designated Territory of another franchisee, you must first seek written permission from that franchisee, and from us. If you service clients in another System franchisee's Designated Territory without necessary permissions, you may be required to pay an Encroachment Fee and an Investigative Fee.

If you first obtain our written approval, which we have the right to grant or deny for any reason, you may be permitted to solicit or accept business for Senior Care, Skilled Care or Staffing Services from consumers outside of your Designated Territory, within a contiguous area to the Designated Territory ("**Contiguous Area**"). Contiguous Areas must not be within the Designated Territory of another System franchisee, company or affiliate-owned Amada Senior Care Business. If all or a portion of a Contiguous Area becomes part of the Designated Territory of another System franchisee, company or affiliate-owned Amada Senior Care Business, we may allow you to continue to provide services and products to such clients in the Contiguous Area ("**Legacy Client**") until such time as the Legacy Client discontinues services with you.

We have the right to withdraw our approval of your use of any promotional materials and to otherwise promote, advertise, solicit, provide care, companionship, products, materials, and equipment or perform any other Senior Care, Skilled Care or Staffing Services outside of the Designated Territory at any time without any obligation to you.

You may perform, solicit or accept business for Senior Placement Services outside of your Designated Territory but you may not market Senior Placement Services within the Designated Territory of another System franchisee, company or affiliate-owned Amada Senior Care Business without our and the impacted franchisee's written approval.

You may not establish or operate another Amada Senior Care Business unless you enter into a separate Franchise Agreement. Under your Franchise Agreement, you do not receive any options for additional franchises, any rights of first refusal to acquire additional franchises, or any similar rights to buy additional franchises. You do not have any right to sublicense or subfranchise within or outside of the Designated Territory and do not have the right to operate more than one Amada Senior Care Business within the Designated Territory. We may not alter your Designated Territory or modify your territorial rights before your Franchise Agreement expires or is terminated, although we may do so for a successor franchise or upon a transfer by you.

If at any time we or our affiliates franchise rights to use the Marks to offer products or services different from the products and services you are authorized to offer under the Franchise Agreement, then we will grant you a right of first refusal to acquire the franchise rights to offer the other products or services in your Designated Territory (“**Right of First Refusal**”) if you satisfy the ROFR Conditions. The “**ROFR Conditions**” include your compliance with the Franchise Agreement at all times, including all performance and related standards.

You will have 30 days to notify us in writing if you wish to exercise the Right of First Refusal. If you don’t, or if you don’t satisfy the ROFR Conditions, we and our affiliates will have the right to grant franchises to others to use the Marks to offer the other services or products within your Designated Territory without compensation to you.

If you are an existing franchisee and we grant you the right to develop and operate additional Amada Senior Care Businesses, you will enter into a separate Franchise Agreement for each Amada Senior Care Business that you commit to develop. Each Franchise Agreement that you sign will grant you the right and license to establish and operate an Amada Senior Care Business to be located at an Authorized Location within the Designated Territory assigned to you under the particular Franchise Agreement according to the same rights and obligations as described above.

Development Agreement

~~If we and you sign a Development Agreement, we and you will identify the Territory within which you and your Controlled Affiliates will develop Amada Senior Care Businesses in an exhibit to the Development Agreement before signing it. We typically determine territories using Designated Market Areas (DMAs), by city, county, state, or other political boundaries, or by geographic boundaries. The Territory’s size will vary depending on the number of Amada Senior Care Businesses in the Development Schedule. Unless we specify the Designated Territory for each Amada Senior Care Business in the Development Agreement, we will determine or approve the Designated Territory for each Amada Senior Care Business under our then current standards for assigning Designated Territories.~~

~~We and you will agree on the number of Amada Senior Care Businesses that you or your Controlled Affiliates must open, and the dates by which you and they must open them, to keep your territorial rights and insert this information in the Development Agreement before signing it. Franchises that we grant to your Controlled Affiliates will count toward your Development Schedule. You and your Controlled Affiliates may not develop Amada Senior Care Businesses outside the Territory.~~

~~If you are complying with the Development Agreement, and you and your affiliates are complying with all Franchise Agreements and other agreements between us (or our affiliate) and you (or your affiliates), then, during the Development Agreement’s term only, neither we nor our affiliates will operate, or authorize any other party to operate, Amada Senior Care Businesses the physical premises of which are located within the Territory. However, we or our affiliates may service, or authorize one or more third parties to service, clients located in any part of the Territory which is not, at the time we, our affiliate or the~~

~~authorized third party begins providing services to the client, part of the designated territory of any Franchise Agreement between you (or your Controlled Affiliate) and us (a “Non-Designated Area”). If we, our affiliate, or any other third party performs services for any client located in a Non-Designated Area, and you (or your Controlled Affiliate) later sign a Franchise Agreement with a designated territory covering such Non-Designated Area, we, our affiliate or the third party, as applicable, may continue to provide services and products to such Legacy Clients in the Non-Designated Area, until such time as the Legacy Client discontinues services. After a Legacy Client discontinues services, we, our affiliate, or the third party, as applicable, may not resume servicing the Legacy Client without permission from you or your Controlled Affiliate, as applicable. In addition, we and our affiliates may at all times engage in any activities we or they deem appropriate that the Development Agreement does not expressly prohibit, whenever and wherever we or they desire, including those rights listed in (1) through (12) above.~~

~~To maintain your rights under the Development Agreement, for each Amada Senior Care Business, you must sign a Franchise Agreement and open and begin operating that Amada Senior Care Business according to the applicable Franchise Agreement on or before the deadlines listed in the Development Schedule. If you need a 90-day extension, you must submit a written request and a \$2,500 extension fee to us before the applicable deadline. If you fail to meet the Development Schedule, we may terminate the Development Agreement. In addition, to retain your rights under the Development Agreement, each Amada Senior Care Business it covers must operate continuously during the agreement’s term, otherwise we may terminate the Development Agreement.~~

~~Upon the occurrence of any event that allows us to terminate your Development Agreement, in addition to our other rights, we may:~~

~~(1) — temporarily suspend or permanently terminate your right to develop new Amada Senior Care Businesses in any geographic area that is part of the Territory. If that occurs (a) your territorial rights and the territorial restrictions on us and our affiliates will no longer apply in that geographic area, and (ii) we (and our affiliates) may operate, and authorize any other parties to operate, Amada Senior Care Businesses the physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities we desire within that geographic area without any restrictions, subject only to your (or your Controlled Affiliate’s) rights under then existing franchise agreements; and/or~~

~~(2) — reduce the number of remaining Amada Senior Care Businesses to be developed under the Development Schedule, and if that happens you must comply with the reduced Development Schedule that we provide in our written notice. Upon our exercise of these rights, we need not refund any portion of the development fee paid relating to the Amada Senior Care Businesses that you are no longer permitted or required to develop, nor apply any of that portion of the development fee towards the initial franchise fee payable under franchise agreements that you (or your Controlled Affiliate) signs after that.~~

~~Except for these situations, continuation of your territorial rights in the Territory does not depend on your achieving a certain sales volume, market penetration, or other contingency, and we may not alter your Territory or modify your territorial rights in the Territory. You have no other options, rights of first refusal or similar rights to acquire additional franchises. When the Development Agreement terminates or expires, we (and our affiliates) may operate, and authorize any other parties to operate, Amada Senior Care Businesses the physical premises of which are located within the Territory and engage, and allow others to engage, in any other activities we desire within and outside the Territory without any restrictions, subject only to your (or your Controlled Affiliates’) rights under existing franchise agreements with us.~~




ITEM 13 TRADEMARKS

We own the Marks that we license to you to use in the Amada Senior Care Business. The following Mark has been registered on the Principal Register with the United States Patent and Trademark Office (USPTO):

Mark	Registration Date	Registration Number	Status
AMADA	January 6, 2015	4,665,436	Registered

We have filed and intend to file all required affidavits and renewals for the Mark listed above.

We have also applied to register the following trademarks on the Principal Register at the USPTO

<u>Mark</u>	<u>Application Filing Date</u>	<u>Serial Number</u>	<u>Status</u>
	<u>January 2, 2025</u>	<u>98934001</u>	<u>Pending</u>
	<u>January 2, 2025</u>	<u>98934005</u>	<u>Pending</u>
	<u>January 8, 2025</u>	<u>98945790</u>	<u>Pending</u>

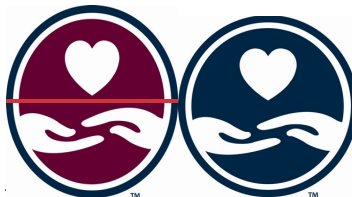
We do not have federal registrations for the trademarks above and these trademarks do not have the same legal benefits and rights as federally registered trademarks. If our right to use one of these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We also grant you the right to use certain other common law trademarks, including those identified below:

Common Law Marks



Common Law Marks



We do not have a federal registration for the common law trademarks listed in the table above. These common law trademarks do not have many of the legal benefits and rights that federally registered trademarks have. If our right to use any of the common law trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no currently effective agreements that significantly limit our right to use or license the use of the Marks in a manner material to the franchise. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are also no pending infringement, opposition or cancellation proceedings, or any pending material litigation involving any of the Marks. ~~We are not aware~~

We are aware of one third-party business that might claim rights that could affect your use of the trademark. The business is Amada Health, located at www.amadahealth.com and is located in Fresno, California. If your franchise will be located in this area, and if this user could establish common law trademark rights in the area, it could materially affect your use of the Marks in that area. We have demanded that this business cease and desist from further use and intend to file a trademark infringement lawsuit to enjoin this party if we are unable to reach a settlement agreement.

Except as listed above, we do not know of any superior prior rights or infringing uses that could materially affect franchisees' use of the Marks in any state.

You must notify us immediately when you learn about any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Marks. We will take whatever action we deem appropriate to protect the Marks. We are not required to defend or otherwise protect you against a claim of infringement or unfair competition arising out of your use of the Marks. We have the right to control any administrative proceedings or litigation involving a Mark. We are not required to participate in your defense or in your indemnification for expenses and damages if you are party to an administrative or judicial proceeding involving a trademark licensed to you, or if the proceeding is resolved unfavorably to you.

You must modify or discontinue using any Mark upon direction to do so from us within 5 days after receiving notice from us. The Franchise Agreement does not provide you with any specific rights if we require you to modify or discontinue the use of any Marks.

~~The Development Agreement does not grant you any rights to use the Marks.~~ You derive the right to use the Marks only under a franchise agreement.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We own no registered patents that are material to the System. We have not filed any copyright registrations with the United States Copyright Office. However, we claim common law rights and copyright protection for the signage, promotional materials, Operations Manual, training materials, agreements, and any other documents and materials used in connection with the operation of the System and Amada Senior Care Businesses. There are no pending patent applications that are material to the franchise.

You are prohibited from duplication of the System and shall not disclose or cause to be disclosed any part of the System or Operations Manual. The Operations Manual belongs to us and you must return it to us or, if stored in computer files, delete those files, upon the expiration or termination of the Franchise Agreement. We may provide updates to the Operations Manual electronically over our intranet website. You must periodically check our intranet website for updates to the Operations Manual. If we elect to provide you with a hard copy of the Operations Manual, you must at all times ensure that your copy of the Operations Manual is kept on the premises of your Authorized Location and kept current and up to date. If there is a dispute involving the contents of the Operations Manual, the terms of our master copy will control.

Your entire knowledge of the operation of the Amada Senior Care Business is derived from information disclosed to you by us and certain information is proprietary, confidential and a trade secret of ours. “**Trade Secret**” includes the Business Records and the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the Amada Senior Care Business that is valuable and secret in the sense that it is not generally known to competitors of the System. You shall maintain the absolute confidentiality of all trade secret information during and after the term of the franchise and will not use any information in any other business or in any manner not specifically authorized or approved in writing by us. However, your obligation to maintain the confidentiality of proprietary information should not include the following exceptions: (i) information as previously known by you before disclosure by us if you identify any information as previously known; (ii) information disclosed to you by a third party, unless the third party is under a duty not to disclose or use the information, or unless the third party is not in rightful possession of any information; or (iii) information generally known in the pertinent trade. Information shall be deemed generally known only if you can establish that the full particulars of the proprietary information in the combination disclosed to you is well known or generally used within the trade or industry. Exceptions (i) - (iii) above shall only apply if you notify us of the pertinent exception (i) - (iii) within 30 days after our disclosure to you of any confidential proprietary information.

Proprietary information shall not be deemed to be within the foregoing exceptions merely because this information is embraced by part of or more general information in the public domain or in your possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain and are in your possession, but only if the combination itself, its principal of operation, knowledge or know-how are in the public domain or in your possession.

You will divulge confidential information and trade secrets only to those of your employees as must have access to it in order to operate the Amada Senior Care Business. Any and all information, knowledge and know-how, including, specifications and materials concerning the System and any other data which we designate as confidential shall be deemed confidential for purposes of the Franchise Agreement.

We are entitled to immediate equitable remedies, including restraining orders and injunctive relief, in order to safeguard the proprietary, confidential, unique, and special information of the System. All of your employees having access to the confidential and proprietary information of the System shall sign a confidentiality agreement in a form acceptable to us.

We have no obligations under the Franchise Agreement or otherwise to protect any or all rights that you have or may acquire to use a patent, patent application or copyright which we may have or obtain.

There is no infringing use known to us which would materially affect your use of proprietary and/or copyrighted materials.

You must not use, in advertising or any other form of promotion, the copyrighted materials, trademarks, service marks or commercial symbols of the System without the appropriate notices which may be required by law or us, including ©, ® or other copyright registration notices or the designations TM, SM where appropriate or an indication that the Marks described in Item 13 and any other trademarks or service marks are our trade names, trademarks and service marks or those of an affiliate. The contents of all material available from us are copyrighted by us unless otherwise indicated. All rights are reserved by us, and content may not be reproduced, disseminated, published, or transferred in any form or by any means, except with our prior written permission. Despite anything stated or implied to the contrary in this Agreement, you must not use any of the Marks or copyrighted materials in any manner which has not been specified or approved by us.

~~The Development Agreement does not grant you any right to use our copyrighted materials or confidential information.~~ You derive the right to use these items only under a franchise agreement with us.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Franchise Agreement

Upon executing the Franchise Agreement, you will designate and retain an individual (“**Primary Contact**”) who will have the full authority to act on your behalf in connection with the performance and operation of the Amada Senior Care Business, including but not limited to having the authority to enter into contracts on behalf of the Amada Senior Care Business. You must designate your Primary Contact on the ~~Primary Contact Addendum~~ Data Sheet attached to the Franchise Agreement as **Attachment 1A**.

Your Primary Contact need not have any equity ownership in your Amada Senior Care Business but must furnish full-time attention and best efforts to the management of your Amada Senior Care Business. The Primary Contact must meet our standards and requirements and must have successfully

completed our initial training program. If the performance of your Amada Senior Care Business fails to meet or exceed our standards, we may request that you replace your Primary Contact. Alternatively, you may not change the Primary Contact of your Amada Senior Care Business without our prior approval.

You covenant in the Franchise Agreement that during the term of that Agreement, except as otherwise approved in writing by us, you (if you are an individual), the single biggest shareholder of the securities of your entity (if you are a corporation), a general partner of your entity (if you are a partnership), the managing member of your entity (if you are a limited liability company), or your designated Primary Contact will devote full-time energy and best efforts to the management and operation of the Amada Senior Care Business.

To assist your Primary Contact with the day-to-day operations of the Amada Senior Care Business, you may hire a branch manager/operations manager. Your branch manager/operations manager need not have any equity ownership in your Amada Senior Care Business. If you hire such a person, he or she must successfully complete our required training programs. You must keep us informed of the identity of any branch manager/operations manager whom you hire. You will disclose to your Primary Contact and any other employee only the information needed to operate the Amada Senior Care Business and you will advise all such people that any confidential information is a Trade Secret of ours. Your Primary Contact must enter into an agreement (“**Confidentiality, Non-Disclosure and Non-Competition Agreement**”) in a form satisfactory to us, which prohibits the Primary Contact from disclosing proprietary information related to the Amada Senior Care Business or the System and contains covenants not to compete during and after employment for a period of 2 years, as described in Item 17. The Confidentiality, Non-Disclosure, and Non-Competition Agreement attached as **Exhibit E** to this disclosure document is currently considered a satisfactory form.

If your Primary Contact’s employment with you is terminated, you must designate a new Primary Contact who must successfully complete our initial training program within 90 days after the termination of the initial Primary Contact, unless we do not hold an initial training program during that 90-day period, in which case the replacement Primary Contact must attend and successfully complete the first available initial training program held by us.

You are required to hire or engage a marketing manager, subject to our approval. The marketing manager must meet our qualifications and standards, and their appointment is subject to our prior written approval. You may act as the marketing manager yourself, or designate an employee or third-party vendor, provided that the individual or entity is approved by us. We may withdraw our approval if the marketing manager fails to meet our standards or comply with our system requirements.

You must hire a sufficient number of qualified, competent personnel, in order to offer prompt, courteous and efficient service to the public, and otherwise operate the Amada Senior Care Business in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System. For example, we typically see franchisees follow one of 2 organizational models during the first 12 months of operating an Amada Senior Care Business: the franchisee owner serves the role of a salesperson and hires a branch manager/operations manager to manage the office and handle caregiver recruiting and scheduling, or the franchisee owner serves the role of a branch manager/operations manager and hires a salesperson.

Each of your owners, employees (such as a branch manager/operations manager) and agents who have access to our proprietary information must also sign a Confidentiality, Non-Disclosure, and Non-Competition Agreement. These individuals must maintain the confidentiality of all proprietary information and conform to the covenants not to compete that we describe in Item 17.

If you are a corporation, general partnership or limited liability company, all shareholders (and their spouses) with a 20% or greater ownership interest in the corporation, all general partners or all members and managers (and their respective spouses), must personally and unconditionally guarantee the payment of all of your monetary obligations under the Franchise Agreement by signing the personal guaranty in the form of **Attachment EC** to the Franchise Agreement. By signing the personal guarantee, spouses become jointly and severally liable for all obligations of the franchise, whether or not they are involved in the operation of the Amada Senior Care Business.

Development Agreement

~~You must develop your Territory according to the Development Schedule. We recommend that you (or, if you are an entity, your owners) personally supervise your development of Amada Senior Care Businesses. Under the Development Agreement your personnel need not have an equity interest in any Amada Senior Care Businesses or in you. Personnel need not attend our training program. If you are an entity, your owners need not sign any personal guarantees of your obligations under the Development Agreement.~~

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale, use, sell, and provide through your Amada Senior Care Business only those products and services that we authorize or require for the System. You may not offer for sale, use, sell, or provide any products or services that we have not authorized. You must follow our policies, procedures, methods, and techniques, and you may not deviate from our standards or specifications without our prior written consent. You must discontinue selling and offering for sale any unapproved products and services, or any products and services which we may, in our discretion, disapprove in writing at any time. The Franchise Agreement does not limit our right to make changes to the types of approved products and services. We have the right to add additional approved products and services that you must offer. All new products, services, and other developments, whether they be of our original design or variations of existing services or techniques, will be deemed works made for hire and we will own all rights in them. If they do not qualify as works made for hire, you assign ownership to us under the Franchise Agreement. You will not receive any payment or adjustment in connection with any new services or developments. All products, services, equipment, and other items used in the operation of the Amada Senior Care Business which are not specifically required to be purchased in accordance with our Approved Supplies List or Approved Suppliers List must conform to our established quality standards and specifications.

Your operations must comply with all applicable laws, including but not limited to those laws disclosed in Item 1. At your expense, you must investigate what laws apply to your Amada Senior Care Business and ensure full compliance with them at all times. Subject to applicable law, with our approval you may attempt to obtain a Medicare and Medicaid provider number and provide non-medical Medicare and Medicaid services and/or obtain a State Waiver and Home Health License. You may also furnish services to Department of Veterans Health Administration beneficiaries as described more fully in the Operations Manual.

You must, at all times, hold yourself out as an independent contractor. You must take whatever actions we require to clearly identify the Amada Senior Care Business as independently owned and operated as a franchise that is distinct from us.

We do not currently restrict the prices at which you sell any products or services but we reserve the right to establish minimum and maximum prices for any products or services that you sell in the future. You must at all times maintain sufficient levels of care providers to adequately meet consumer demand and

to adequately service clients. You must offer services and products in the manner we prescribe, provide quality client service and otherwise operate the business in a manner that enhances the image intended by us for the System.

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.

Provision	Section in Franchise or other Agreement	Summary
a. Length of the franchise term	Section 2.1 of Franchise Agreement and 10 of Development Agreement	Franchise Agreement: 10 years. Development Agreement: Expires when the final franchise agreement under the Development Schedule is signed.
b. Renewal or extension of the term	Section 2.2 of Franchise Agreement	Successor term of 10 years. <u>Under the Development Agreement, you may not extend or renew the term. If you are in good standing and you meet other requirements, you may enter into 2 consecutive successor franchise agreements. Each renewal term will be 10 years, for a total maximum term of 30 years.</u>
c. Requirements for you to renew or extend	Section 2.2 of Franchise Agreement	If you have met the Minimum Gross Billings Standards for every year during the Initial Term; are not in default under the Franchise Agreement or any other agreement with us or any of our affiliates at any time during the last year of the Initial Term; have substantially complied with the Franchise Agreement and any other agreement with us, any of our affiliates, and Approved Suppliers throughout the Initial Term and any Successor Term of this Agreement; have fulfilled all of your monetary obligations to us, our affiliates, and Approved Suppliers; and have given us timely notice of your renewal, you must: sign our then-current form of Franchise Agreement (which may materially differ from your current agreement, including additional and higher fees); pay to us a successor fee; if available, execute a new lease for the Premises; execute a general release; complete any new training requirements not yet completed;

Provision	Section in Franchise or other Agreement	Summary
		and, if we deem necessary, bring the Amada Senior Care Business up to our then-current standards.
d. Termination by you	Not Applicable	You have no right to terminate the Franchise Agreement or Development Agreement (subject to applicable state law).
e. Termination by us without cause	Not Applicable	We have no right to terminate the Franchise Agreement or Development Agreement without cause.
f. Termination by us with cause	Section 13 of Franchise Agreement and 11 and 12 of Development Agreement	We can terminate only for specified causes. We may exercise a list of alternative remedies instead of terminating the Franchise Agreement and/or Development Agreement. The termination of the Franchise Agreement allows us to terminate the Development Agreement and the termination of the Development Agreement allows us to terminate the Franchise Agreement.
g. “Cause” defined – defaults which can be cured	Section 13.2 of Franchise Agreement	You will be deemed to be in default under the Franchise Agreement and we have the right to terminate the Franchise Agreement and all rights granted under the Franchise Agreement if within 30 days after we send you a Notice to Cure, or within any shorter period expressly set forth in the following clauses as to such default, you do not correct the default to our satisfaction: nonpayment; under-reporting or misreporting of gross billings; failure to immediately endorse checks; order, purchase, or offer for sale any unauthorized products or services; failure to open; failure to procure or maintain any necessary licenses, certifications, or permits; noncompliance involving our standards regarding a Primary Contact; unauthorized transfer; failure to complete training; and failure to comply with this agreement, other agreements, or the Operations Manual. There are no curable defaults under the Development Agreement.
h. “Cause” defined - non-curable defaults	Section 13.1 of Franchise Agreement	You will be deemed to be in default and subject to immediate termination under the Franchise Agreement, without prior notice of

Provision	Section in Franchise or other Agreement	Summary
	and 11 of Development Agreement	<p>the default from us and without an opportunity to cure the default, if any of the following events occur: voluntary bankruptcy; involuntary bankruptcy; conviction of any criminal acts or other misconduct; fraud; misrepresentation; repeated breaches; misuse of the Marks or Confidential Information; violation of any health code; violation of in-term restrictive covenant; liens; insolvency; abandonment; misuse of proprietary software; failure to maintain insurance; non-compliance with government regulations; unfavorable government action is taken against you; failure to comply with anti-terrorist activities; personal use of franchised business property; insufficient funds in your bank account; and breach of other agreements.</p> <p>Non-curable defaults under the Development Agreement include material misrepresentation or omission; conviction of or pleading no contest to felony; any dishonest, unethical or illegal conduct that adversely impacts reputation or goodwill; failure to comply with the Development Schedule or other provision, breach or default of any agreement (including a Franchise Agreement) with you or your affiliate; bankruptcy related events or insolvency; and your dissolution.</p>
i. Your obligations on termination/non-renewal	Sections 14.1 and 14.2 of Franchise Agreement	<p>You must immediately cease to operate the business; vacate the Premises if we exercise our rights; pay all sums due us; return the Operations Manual, Confidential Information, trade secrets, and other confidential materials to us; cease using all telephone numbers and listings; provide us with a complete list of your employees, clients, and contacts and any outstanding obligations to any third parties; cease using any component of the System; cease using the Marks; and promptly comply with (and continue to comply with) all terms of the Confidentiality, Non-Disclosure and Non-</p>

Provision	Section in Franchise or other Agreement	Summary
		Competition Agreement and the covenants in Section 11.4 of the Franchise Agreement.
j. Assignment of contract by us	Section 12.1 of Franchise Agreement and 13 of Development Agreement	There are no restrictions on our right to assign the Franchise Agreement except that the assignee must be financially responsible and economically capable of performing its obligations under the Franchise Agreement and assignee must expressly assume these obligations. We may assign the Development Agreement without restriction.
k. "Transfer" by you - definition	Section 12.2 of Franchise Agreement and 14 of Development Agreement	Includes the direct or indirect sale, assignment, transfer, conveyance, giving away, pledge, mortgage or otherwise encumbering any interest in the Franchise Agreement, Development Agreement or any portion or aspect of the Franchise Agreement or Development agreement, or any equity or voting interest in you.
l. Our approval of transfer by you	Section 12.2 of Franchise Agreement and 14 of Development Agreement	We have the right to approve all of your transfers.
m. Conditions for our approval of transfer	Section 12.4 of Franchise Agreement and 14 of Development Agreement	Under the Franchise Agreement, we will approve a proposed transfer if: (i) transferee meets all our standards; (ii) all of your obligations (monetary and otherwise) to us have been fully satisfied; (iv) you have substantially complied with the Franchise Agreement and all other agreements between you and us; (v) as of effective date of proposed Transfer, all of the obligations of transferee have been fully satisfied and transferee has unconditional right to occupy Premises; (vi) you or transferee pays us the applicable Transfer Fee, plus any broker fees; (vii) transferee completes our training program; (viii) you sign a general release in favor of us and our affiliates; (ix) transferee executes our then-current form of Franchise Agreement; (x) transferee obtains all necessary licenses and registrations; (xi) you comply with post-termination provisions of the Franchise Agreement; (xii) you and transferee agree to perform all maintenance

Provision	Section in Franchise or other Agreement	Summary
		and upgrades required to bring the Amada Senior Care Business up to our standards; (xiii) you provide us with a copy of signed purchase agreement; (xiv) you request that we provide transferee with our then-current form of Disclosure Document; (xv) our approval of the transfer shall not constitute a waiver of any claims we may have against transferring party; (xvi) we shall have the right to disclose to any prospective transferee such revenue reports and other financial information concerning you and your franchise as you have supplied us; and (xvii) we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.
n. Our right of first refusal to acquire your business	Not Applicable Section 12.7	Not Applicable. We have 60 days to match any offer for your Amada Senior Care Business.
o. Our option to purchase your business	Not Applicable Section 14.3	Not Applicable. We may, but are not required to, purchase your Amada Senior Care Business, inventory, or equipment at fair market value by giving you written notice of our intent to exercise this option within 30 days after the date of termination or expiration of the Franchise Agreement.
p. Your death or disability	Section 12.5 of Franchise Agreement	Your heirs can qualify; otherwise, they or your legal representative must assign the franchise within six months to a buyer approved by us and otherwise fulfill all of the conditions to transfer. If this does not occur within six months of the date of death or disability, we can terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 11.4 of Franchise Agreement and 9 of Development Agreement	Subject to applicable state law, you may not divert any business, client or potential client of the franchise to any competitor. You also may not have any direct or indirect involvement in the operation of any Competing Business other than the one authorized in the Franchise Agreement. “Competing Business” means a business that provides (a) senior placement or referral services; (b) comprehensive care, including medical and/or non-medical services, to

Provision	Section in Franchise or other Agreement	Summary
		senior care clients within their homes; (c) employee staffing services to hospitals, skilled nursing facilities, doctors' offices, assisted living communities, home health or hospice agencies; (d) services administering and/or coordinating care for long-term insurance claims; or (e) any other services or products Franchisor may now or in the future authorize Franchisee to offer or sell in connection with the operation of the Franchised Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 11.4 of Franchise Agreement and 9 of Development Agreement	Subject to applicable state law, no direct or indirect involvement in a Competing Business for 18 24 months (i) at the premises of your former franchised business; (ii) within the Designated Territory of your former franchised business; or (iii) within 25 miles of the premises of any System franchisee, company-owned, or affiliate-owned outlet. You are also prohibited from soliciting Amada clients or employees after termination of the Franchise Agreement and/or Development Agreement.
s. Modification of the agreement	Sections 9 and 20.3 of Franchise Agreement and 19 of Development Agreement	The Franchise Agreement and Development Agreement can be changed or modified only by written agreement between you and us. We can modify or change the System through changes in the Operations Manual.
t. Integration/merger clause	Section 24 of Franchise Agreement and 19 of Development Agreement	Only terms of the Franchise Disclosure Document, and Franchise Agreement and Development Agreement are binding (subject to applicable state law). Any representations or promises outside the disclosure document, Franchise Agreement and Development Agreement may not be enforceable. But nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.

Provision	Section in Franchise or other Agreement	Summary
u. Dispute resolution by arbitration or mediation	Section 15 of Franchise Agreement and 15 of Development Agreement	Except for certain claims concerning the confidential information or the Marks, all disputes must be arbitrated. mediated and arbitrated in the county where our principal place of business is located (currently, Orange County, California), subject to applicable state law.
v. Choice of forum	Section 15.6 of Franchise Agreement and 15 of Development Agreement	Orange County, California (subject to applicable state law).
w. Choice of law	Section 22 of Franchise Agreement and 15 of Development Agreement	California law <u>The laws of the state where the franchisee's Amada Senior Care Business is located</u> applies, except for applicable franchise laws of other states and disputes regarding the Marks governed under the Lanham Act (subject to applicable state law).

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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 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 performance at a particular location or under particular circumstances.

The following historical financial performance representations are based on the past performance of the System's existing franchised outlets. As of December 31, ~~2023~~2024, there were ~~176~~200 franchised Amada Senior Care businesses. The data in the tables below is based on Gross Billings reported by franchised outlets on a calendar year basis. For example, if an outlet opened in November of ~~2020~~2021, its first full calendar year would have been January 1, ~~2021~~2022 to December 31, ~~2021~~2022. Its second full calendar year would have been January 1, ~~2022~~2023 to December 31, ~~2022~~2023. And so on.

For Gross Billings data reported by franchised outlets, we also divide the data reported the franchised outlets into top quartile and bottom quartile based on their performance.

The following table reflects the Gross Billings data, by territory, reported by our franchised outlets that operated for the full calendar year for the most recent ~~32~~ years:

Gross Billings From Franchised Outlets Open For Each Full Calendar Year¹				
<u>All Reported Franchised Outlets</u>	2023	<u>2024</u>	<u>2023 - 2024</u> YOY Change	
Count	133	<u>34</u>	<u>42.0%</u>	<u>6.8%</u>
Average	<u>\$1,396,199</u>	<u>\$1,607,831</u>	<u>-9.9%</u>	<u>15.2%</u>
Median	<u>\$1,011,449</u>	<u>\$1,194,785</u>	<u>-17.3%</u>	<u>18.1%</u>
Max	<u>\$8,670,849</u>	<u>\$9,897,870</u>		<u>14.2%</u>
Min	<u>\$37,678</u>	<u>\$23,289</u>	<u>-77.3%</u>	<u>-38.2%</u>
Number Above-average	49	<u>51</u>		
% above average	36.8%	35.9%		
<u>Top Quartile (Top 25%)</u>	2023	2024	<u>2023 - 2024</u> YOY Change	
Count	<u>33</u>	<u>35</u>	<u>2</u>	<u>6.1%</u>
Average	<u>\$3,115,029</u>	<u>\$3,543,407</u>	<u>\$428,378</u>	<u>13.8%</u>
Median	<u>\$2,774,462</u>	<u>\$3,131,020</u>	<u>\$356,558</u>	<u>12.9%</u>
Max	<u>\$8,670,849</u>	<u>\$9,897,870</u>	<u>\$1,227,021</u>	<u>14.2%</u>
Min	<u>\$1,925,621</u>	<u>\$2,262,245</u>	<u>\$336,624</u>	<u>17.5%</u>
Number above average	<u>12</u>	<u>13</u>		
% above average	36.4%	37.1%		
<u>Bottom Quartile (Bottom 25%)</u>	2023	2024	<u>2023 - 2024</u> YOY Change	
Count	<u>33</u>	<u>35</u>	<u>2</u>	<u>6.1%</u>
Average	<u>\$287,489</u>	<u>\$347,943</u>	<u>\$60,454</u>	<u>21.0%</u>
Median	<u>\$247,782</u>	<u>\$379,069</u>	<u>\$131,287</u>	<u>53.0%</u>
Max	<u>\$554,039</u>	<u>\$652,286</u>	<u>\$98,247</u>	<u>17.7%</u>
Min	<u>\$37,678</u>	<u>\$23,289</u>	<u>(\$14,389)</u>	<u>-38.2%</u>
Number above average	<u>14</u>	<u>20</u>		
% above average	42.4%	57.1%		

Note:

- Only franchised outlets that were open the entire calendar year are listed. This table does not include data for outlets that operated during the year but for less than the full calendar year. There were ~~31 outlets in 2021, 18 outlets in 2022, and 16 outlets in 2023~~ and 35 outlets in 2024 excluded because they first opened for business during those calendar years. There were ~~7 outlets in 2021, 2 outlets in 2022 and 9 outlets in 2023~~ and 7 outlets in 2024 excluded because they closed during those calendar years. There were 4 outlets in 2023 and 5 outlets in 2024 excluded because they transferred ownership during those calendar years. Also, there were ~~30 outlets in 2021, 25 outlets in 2022 and 18~~ 14 outlets in 2023 and 31 outlets in 2024 that were excluded because they ~~never~~ had not yet opened ~~during~~ by the end of those calendar years.

The following table reflects the Gross Billings data, by franchisee ownership group, reported by our franchisees with at least one outlet operating for the full calendar year, including data for all outlets owned by the ownership group:

Gross Billings From Franchisee Ownership Groups With At <u>With at Least</u> One Outlet Open For <u>For</u> Full Calendar Year ¹ Year		
2021 2022	2023	2024
Avg Count	\$1,475,869	\$1,760,256
Median Average	\$1,405,608	1,356,437 \$2,218,487
Max Median	11,709,823	11,344,061 \$1,710,305
Min Max	14,433 \$8,670,849	61,289 \$10,870,701
Count Min	84 \$108,752	86 \$70,821
Number Above Average	33	30
% Above Average	39.33%	34.94%

Note:

- This table does not include data for franchisee ownership groups that had no outlets operating for the full calendar year. There were 911 such outlets in ~~2021~~, ~~10 in 2023~~~~2022~~, and 820 in ~~2023~~~~2024~~. There were ~~5 ownership groups in 2021~~, ~~2 ownership groups in 7~~~~2022~~ and 6 ownership groups in 2023 and 4 in 2024 that were not counted because they had all or their final outlet close in those calendar years.

The following table reflects the Gross Billings data reported by all of our franchisees who have been open at least one full calendar year from our inception in 2012 through ~~2023~~~~2024~~, during their first full calendar year (YR 1), their second full calendar year (YR 2), and their third full calendar year (YR 3):

First full-calendar-year <u>Full Calendar Year</u> 2012-2023 ¹ - 2024			
	YR Year 1	YR Year 2	YR Year 3
High Count	3,455,247	3,952,751	4,761,934
Low Average	32,783 \$562,578	114,344 \$901,865	190,503 \$1,206,432
Median	391,774 \$414,253	759,266 \$726,866	1,009,813 \$977,608
Average Max	523,756 \$3,455,247	914,056 \$3,952,751	1,209,861 \$4,761,934
Count Min	168 \$1,769	135 \$32,783	91 \$23,289
Number Above Average	62	51	37
% Above Average	37.34%	38.1%	41.36%

Note:

- This table does not include data for franchisees that closed during their first, second or third full calendar year. ~~1 franchisee~~ 4 franchisees closed during ~~its~~their first full calendar year, 94

franchisees closed during their second full calendar year and ~~2~~8 franchisees had outlets close during their third full calendar year.

The following tables reflect the Gross Billings data reported by all of our franchisees for ~~2021~~, 2022, ~~2023~~, and ~~2023~~2024, by payor source:

Revenue Stream by Payor Source							
Year [†] <u>Year</u>	Private Pay	Strategie (LTC Ins-)	Staffing	Placements/ Other	Medicaid	VA	TOTAL <u>Total</u>
2021	\$87,750,691	\$41,415,578	\$4,972,435	\$503,500	\$2,668,114	\$6,327,239	\$143,637,557
	61.1%	28.8%	3.5%	0.4%	1.9%	4.4%	100.0%
2022	\$100,256,180	\$46,164,728	\$5,068,064	\$634,310	\$4,243,151	\$8,063,085	\$164,429,518
	61.0%	28.1%	3.1%	0.4%	2.6%	4.9%	100.0%
2023	\$97,395,736	\$64,697,729	\$1,599,162	\$977,905	\$8,425,282	\$22,980,428	\$196,076,242
	49.7%	33.0%	0.8%	0.5%	4.3%	11.7%	100.0%
<u>2024</u>	<u>\$109,222,323</u>	<u>\$81,535,275</u>	<u>\$1,025,938</u>	<u>\$1,566,644</u>	<u>\$10,587,632</u>	<u>\$36,685,061</u>	<u>\$240,622,873</u>
	<u>45.4%</u>	<u>33.9%</u>	<u>0.4%</u>	<u>0.7%</u>	<u>4.4%</u>	<u>15.2%</u>	<u>100%</u>

Revenue Stream by Payor Source - YOY Change							
Year [†] <u>YOY</u>	Private Pay	Strategie (LTC Ins-)	Staffing	Placements/ Other	Medicaid	VA	TOTAL <u>Total</u> al
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$12,505,489	\$4,749,150	\$95,629	\$130,810	\$1,575,038	\$1,735,845	\$20,791,960
	14%	11%	2%	26%	59%	27%	14%
<u>2022-2023</u>	<u>-\$2,860,444</u>	<u>\$18,533,001</u>	<u>-\$3,468,902</u>	<u>\$343,595</u>	<u>\$4,182,131</u>	<u>\$14,917,343</u>	<u>\$31,646,724</u>
	<u>-32.9%</u>	<u>40.1%</u>	<u>-68.4%</u>	<u>54.2%</u>	<u>9998.6%</u>	<u>185.0%</u>	<u>19.2%</u>
<u>2023-2024</u>	<u>\$11,826,587</u>	<u>\$16,837,546</u>	<u>-\$573,224</u>	<u>\$588,739</u>	<u>\$2,162,350</u>	<u>\$13,704,633</u>	<u>\$44,546,631</u>
	<u>12.1%</u>	<u>26.0%</u>	<u>-35.8%</u>	<u>60.2%</u>	<u>25.7%</u>	<u>59.6%</u>	<u>22.7%</u>

Note:

- There were ~~154~~157 franchisees generating revenue in ~~2021~~, ~~158~~ in 2022, and ~~166~~164 in 2023-, and 194 in 2024.

The following table reflects the Gross Billing data reported by all of our franchisees who were open during the ~~full~~ calendar ~~year in~~ years of 2018, 2019, 2020, 2021, 2022, ~~2023~~, and ~~2023~~2024:

Systemwide Revenue by Calendar Year			
Year	Number of Outlets Generating Revenue	(\$) Revenue	% Growth YOY
2018	89	\$70,948,908	
2019	97	\$97,020,288	36.7%
2020	117	\$118,797,937	22.4%
2021	140	\$143,637,557	20.9%
2022	157	\$164,429,518	14.5%

2023	165	\$196,076,244	19.2%
<u>2024</u>	<u>194</u>	<u>\$240,622,873</u>	<u>22.7%</u>

Some Amada Senior Care Businesses have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Notes:

1. The term “**Gross Billings**” means the aggregate of all revenues and other income from whatever source derived (whether in the form of cash, credit, agreements to pay or other consideration and whether or not payment is received at the time of sale or any of these amounts prove uncollectible), which arise from or are derived by the franchisee or by any other person from business conducted by, or which originated from the business. Gross Billings also include all proceeds from any business interruption insurance. The following are excluded from Gross Billings: (i) sales taxes and other taxes separately stated that are collected from clients and paid to taxing authorities; (ii) refunds and credits made in good faith to arms’ length clients in accordance with our standards and specifications for issuing such refunds or deposits; and (iii) the discount value of any coupon, voucher or other allowance that we authorize at the time the franchisee redeems the client’s coupon, voucher or allowance.

2. Gross Billings disclosed in this Item are based upon reports that are generated by the reporting software used by Amada Senior Care Businesses throughout the System. ➔

3. Written substantiation of the disclosures contained in this Item will be made available to you upon reasonable request.

Other than the preceding financial performance representation, Amada Franchise, Inc. does 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 our Chief Executive Officer, Tafa Jefferson at 901 Calle Amanecer, Suite 350, San Clemente, California 92673 and telephone (949) 284-8036, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
System Wide Outlet Summary
For Years ~~2021~~2022 to ~~2024~~2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021 2022	136 149	149 160	+13 11
	2023 2022	149 160	160 176	+11 16
	2023 2024	160 176	176 196	+16 20
Company-Owned	2021 2022	1	1	0
	2023 2022	1	1	0
	2023 2024	1	1 6	0 +5
Total Outlets	2021 2022	137 150	150 161	+13 11
	2022 2023	150 161	161 177	+11 16
	2023 2024	161 177	177 203	+16 26

TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years ~~2021~~2022 to ~~2024~~2023

State	Year	Number of Transfers
Alabama	2021	1
	2022	0
	2023	0
Arizona	2021 2022	1 0
	2022	0
	2023	2
California	2021	1
	2024 2022	0
	2023	0
Massachusetts	2021 2022	1 0
	2023	0
	2024	1
New Jersey	2022	0
	2023	0
	2024	1
North Carolina	2021 2022	0 1

State	Year	Number of Transfers
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>0</u>
<u>Ohio</u>	2022	1
Ohio	2023	0
	2021 <u>2024</u>	0
<u>Oklahoma</u>	2022	1 <u>0</u>
	2023	0
	<u>2024</u>	<u>2</u>
Pennsylvania	2021 <u>2022</u>	0 <u>2</u>
	2022	<u>2</u>
	2023	0
South Carolina	2021 <u>2024</u>	1
	2022	<u>0</u>
	<u>2023</u>	<u>0</u>
Texas	2022 <u>2021</u>	0 <u>1</u>
	2022	<u>1</u>
	2023	0
Wisconsin	2021	<u>2</u>
	<u>2024</u> 2022	0
	<u>2023</u>	<u>0</u>
Total	2022 <u>2021</u>	7 <u>5</u>
	2022	<u>5</u>
	2023	2
	<u>2024</u>	<u>5</u>

TABLE NO. 3
Status of Franchised Outlets
For Years ~~2021~~2022 to ~~2024~~2023

State*	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Alabama	2022 20 21	1 2	1 0	0	0	0	0	2
	2023 20 22	2	0 2	0	0	0	0	2 4
	2023 20 24	2 4	2 1	0	0	0	0	4 5
Arizona	2022 20 21	5 6	1 0	0	0	0	0	6
	2023 20 22	6	0	0	0	0	0	6
	2023 20 24	6	0 1	0	0	0	0	6 7
Arkansas	2022 20 21	0 1	1 0	0	0	0	0	1
	2023 20 22	1	0	0	0	0	0	1
	2023 20 24	1	0	0 1	0	0	0	1 0
California	2022 20 21	15 21	6 0	0	0	0	0	21
	2023 20 22	21	0 3	0 1	0	0	0 1	21 22
	2023 20 24	21 22	3 10	1 0	0	0 4	1	22 27
Colorado	2022 20 21	3	0	0	0	0	0	3
	2023 20 22	3	0	0	0	0	0	3
	2023 20 24	3	0	0	0	0	0	3
Connecticut	2022 20 21	1 0	0	0	0	0	1 0	0
	2023 20 22	0	0 1	0	0	0	0	0 1
	2023 20 24	0 1	1 0	0	0	0	0	1
Delaware	2022 20 21	1	0	0	0	0	0	1
	2023 20 22	1	0	0	0	0	0	1
	2023 20 24	1	0	0	0	0	0	1

State*	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Florida	2022 <u>2021</u>	95	12	0	0	0	51	56
	2023 <u>2022</u>	56	21	0	0	0	1	6
	2023 <u>2024</u>	6	10	0	0	0	1	65
Georgia	2022 <u>2021</u>	4	0	0	0	0	0	4
	2023 <u>2022</u>	4	01	0	0	0	0	45
	2023 <u>2024</u>	45	1	0	0	0	0	56
Idaho	2022 <u>2021</u>	1	0	0	0	0	0	1
	2023 <u>2022</u>	1	0	0	0	0	01	10
	2023 <u>2024</u>	10	02	0	0	0	10	02
Illinois*	2022 <u>2021</u>	710	31	0	0	0	0	1011
	2023 <u>2022</u>	1011	10	0	0	0	0	11
	2023 <u>2024</u>	11	0	0	0	0	0	11
Indiana	2022 <u>2021</u>	3	0	0	0	0	0	3
	2023 <u>2022</u>	3	0	0	0	0	0	3
	2023 <u>2024</u>	3	0	0	0	0	0	3
Iowa	2022 <u>2021</u>	0	01	0	0	0	0	01
	2023 <u>2022</u>	01	10	0	0	0	0	1
	2023 <u>2024</u>	1	0	0	0	0	0	1
Kansas	2022 <u>2021</u>	2	0	0	0	0	0	2
	2023 <u>2022</u>	2	0	0	0	0	01	21
	2023 <u>2024</u>	21	0	0	0	0	10	1
Kentucky	2022 <u>2021</u>	2	0	0	0	0	0	2
	2023 <u>2022</u>	2	0	0	0	0	0	2

State*	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
	2023 <u>2024</u>	2	0	0	0	0	0	2
Louisiana	2022 <u>2021</u>	0	0 <u>1</u>	0	0	0	0	0 <u>1</u>
	2023 <u>2022</u>	0 <u>1</u>	1 <u>0</u>	0	0	0	0	1
	2023 <u>2024</u>	1	0	0	0	0	0	1
Maine	2022 <u>2021</u>	1	0 <u>1</u>	0	0	0	0	1 <u>2</u>
	2023 <u>2022</u>	1 <u>2</u>	0 <u>1</u>	0	0	0	0	2
	2023 <u>2024</u>	2	0	0	0	0	0	2
Maryland	2022 <u>2021</u>	4	0	0	0	0	0	4
	2023 <u>2022</u>	4	0	0	0	0	0	4
	2023 <u>2024</u>	4	0	0	0	0	0	4
Massachusetts	2022 <u>2021</u>	3	0	0	0	0	0	3
	2023 <u>2022</u>	3	0 <u>1</u>	0	0	0	0	3 <u>4</u>
	2023 <u>2024</u>	3 <u>4</u>	1 <u>0</u>	0	0	0	0	4
Michigan	2022 <u>2021</u>	2	0	0	0	0	0	2
	2023 <u>2022</u>	2	0	0	0	0	0 <u>1</u>	2 <u>1</u>
	2023 <u>2024</u>	2 <u>1</u>	0	0	0	0	1 <u>0</u>	1
Minnesota	2022 <u>2021</u>	3	0	0	0	0	0	3
	2023 <u>2022</u>	3	0	0	0	0	0 <u>1</u>	3 <u>2</u>
	2023 <u>2024</u>	3 <u>2</u>	0	0	0	0	1 <u>0</u>	2
Mississippi	2022 <u>2021</u>	1	0	0	0	0	0	1
	2023 <u>2022</u>	1	0	0	0	0	0	1
	2023 <u>2024</u>	1	0	0	0	0	0	1
Missouri	2022 <u>2021</u>	3	0 <u>1</u>	0	0	0	0	3 <u>4</u>

State*	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
	2022 <u>2023</u>	34 <u>34</u>	10 <u>10</u>	0	0	0	0	4
	2023 <u>2024</u>	4	0	0	0	0	0	4
Nebraska	2022 <u>2021</u>	1	0	0	0	0	0	1
	2023 <u>2022</u>	1	0	0	0	0	0	1
	2023 <u>2024</u>	1	0	0	0	0	0	1
Nevada	2022 <u>2021</u>	2	0	0	0	0	0	2
	2023 <u>2022</u>	2	0	0	0	0	0	2
	2023 <u>2024</u>	2	0	0	0	0	0	2
New Hampshire	2022 <u>2021</u>	12 <u>12</u>	10 <u>10</u>	0	0	0	0	2
	2023 <u>2022</u>	2	0	0	0	0	0	2
	2023 <u>2024</u>	2	0	0	0	0	0	2
New Jersey	2022 <u>2021</u>	57 <u>57</u>	21 <u>21</u>	0	0	0	0	78 <u>78</u>
	2023 <u>2022</u>	78 <u>78</u>	13 <u>13</u>	0	0	0	01 <u>01</u>	810 <u>810</u>
	2023 <u>2024</u>	810 <u>810</u>	3	0	0	0	10 <u>10</u>	1013 <u>1013</u>
New Mexico	2022 <u>2021</u>	0	01 <u>01</u>	0	0	0	0	01 <u>01</u>
	2023 <u>2022</u>	01 <u>01</u>	10 <u>10</u>	0	0	0	0	1
	2023 <u>2024</u>	1	0	0	0	0	0	1
New York	2022 <u>2021</u>	0	0	0	0	0	0	0
	2023 <u>2022</u>	0	04 <u>04</u>	0	0	0	0	04 <u>04</u>
	2023 <u>2024</u>	04 <u>04</u>	41 <u>41</u>	0	0	0	0	45 <u>45</u>
North Carolina	2022 <u>2021</u>	3	01 <u>01</u>	0	0	0	0	34 <u>34</u>
	2023 <u>2022</u>	34 <u>34</u>	12 <u>12</u>	0	0	0	0	46 <u>46</u>
	2023 <u>2024</u>	46 <u>46</u>	20 <u>20</u>	0	0	0	0	6

State*	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Ohio	2022 21	4	1	10	0	0	0	45
	2023 22	45	01	0	0	0	0	46
	2023 24	46	10	0	0	0	0	56
Oklahoma	2022 21	24	21	0	0	0	0	45
	2023 22	45	10	0	0	0	0	5
	2023 24	5	06	0	0	0	0	511
Oregon	2022 21	1	0	0	0	0	0	1
	2023 22	1	0	0	0	0	0	1
	2023 24	1	0	0	0	0	0	1
Pennsylvania	2022 21	11 10	0	0	0	0	10	10
	2023 22	10	0	0	0	10	0	10
	2023 24	10	0	0	0	0	0	10
Rhode Island	2022 21	2	0	0	0	0	0	2
	2023 22	2	0	0	0	0	02	20
	2023 24	20	0	0	0	0	20	0
South Carolina	2022 21	21	0	10	0	0	0	1
	2023 22	1	0	0	0	0	0	1
	2023 24	1	01	0	0	0	0	12
Tennessee	2022 21	4	01	0	0	0	0	45
	2022 23	5	10	0	0	0	0	5
	2023 24	5	01	0	0	0	0	56
Texas	2022 21	15 17	20	0	0	0	0	17
	2023 22	17	03	0	0	0	0	17 20

State*	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
	2023 <u>2024</u>	17 <u>20</u>	3 <u>1</u>	0	0	0	0	20 <u>21</u>
Utah	2022 <u>2021</u>	3	0	0	0	0	0	3
	2023 <u>2022</u>	3	0	0	0	0	0	3
	2023 <u>2024</u>	3	0	0	0	0	0	3
Virginia	2022 <u>2021</u>	3 <u>4</u>	1 <u>0</u>	0	0	0	0	4
	2023 <u>2022</u>	4	0 <u>1</u>	0	0	0	0	4 <u>5</u>
	2023 <u>2024</u>	4 <u>5</u>	1 <u>0</u>	0	0	0	0 <u>1</u>	5 <u>4</u>
Washington	2022 <u>2021</u>	2	0 <u>1</u>	0	0	0	0	2 <u>3</u>
	2022 <u>2023</u>	2 <u>3</u>	1 <u>2</u>	0	0	0	0	3 <u>5</u>
	2023 <u>2024</u>	3 <u>5</u>	2 <u>0</u>	0	0	0	0	5
West Virginia	2022 <u>2021</u>	1	0	0	0	0	0	1
	2022 <u>2023</u>	1	0	0	0	0	0	1
	2023 <u>2024</u>	1	0	0	0	0	0	1
Wisconsin*	2022 <u>2021</u>	3	0	0	0	0	0 <u>1</u>	3 <u>2</u>
	2022 <u>2023</u>	3 <u>2</u>	0 <u>1</u>	0	0	0	1 <u>0</u>	2 <u>3</u>
	2023 <u>2024</u>	2 <u>3</u>	1 <u>0</u>	0	0	0	0	3
Totals	2022 <u>2021</u>	136 <u>149</u>	22 <u>13</u>	2 <u>0</u>	0	0	7 <u>2</u>	149 <u>160</u>
	2022 <u>2023</u>	149 <u>160</u>	13 <u>26</u>	0 <u>1</u>	0	0	2 <u>9</u>	160 <u>176</u>
	2023 <u>2024</u>	160 <u>176</u>	26 <u>28</u>	1	0	0 <u>4</u>	9 <u>3</u>	176 <u>196</u>

*A single outlet operates in both Wisconsin and Illinois and is disclosed in both states.

In prior FDDs, outlets were categorized under “Reacquired by Franchisor” when they should have been categorized under “Ceased Operations—Other Reasons.” This has been corrected.

TABLE NO. 4
Status of Company-Owned Outlets
For Years ~~2021~~2022 to ~~2023~~2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California*	2022 2021	1	0	0	0	0	1
	2022 2023	1	0	0	0	0	1
	2023 2024	1	0	0 4	0	0	1 5
Totals Idaho **	2022 2021	1 0	0	0	0	0	1 0
	2022 2023	1 0	0	0	0	0	1 0
	2023 2024	0 1	1	0	0	0	1
Totals	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2023 2024	1	2	4	0	0	6

*The ~~affiliate~~company-owned outlet disclosed ~~in this table~~is owned and operated by our affiliate, Amada OC, Inc.

**The ~~company-owned outlet disclosed~~ is owned and operated by our affiliate ~~Amada OC, Inc., ASC Holdings Group, LLC~~

TABLE NO. 5
Projected Openings as of December 31, ~~2023~~2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	0	1 2	0
Alaska Arizona	0	1 2	0
Arkansas	1	1	1
California	2 5	8 5	4 0
Colorado	1	1	0
Connecticut	1 0	3	0
Delaware	1	0	0
Florida	1 6	4 5	0
Georgia	1 0	1 3	0
Hawaii	0	2	0
Idaho Illinois	0 1	2 1	1 0
Indiana	0	1	0
Iowa	0	1	1
Kansas	0	1	0
Kentucky	0	1	0
Maine	0	1	0
Maryland	3	2	0
Massachusetts	0	1 2	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Minnesota	0	1	0
Michigan	0	12	0
Montana	0	1	1
New Jersey	21	32	0
New Mexico	0	1	0
New York	40	12	0
North Carolina	1	14	0
North Dakota	0	1	0
Ohio	10	12	0
Oregon Oklahoma	0	53	0
Pennsylvania Oregon	0	12	0
Rhode Island	0	1	0
South Carolina	0	14	0
South Dakota	0	12	0
Tennessee	0	2	0
Texas	24	23	0
Utah	0	4	0
Virginia	1	2	0
Washington	1	12	0
Washington DC West Virginia	0	10	01
Wisconsin	10	1	0
Total	1725	4877	64

The names, addresses and telephone numbers of our current Franchisees are listed in **Exhibit HF**. A list of franchisees who signed a Franchise Agreement as of December 31, ~~2023~~2024, but their outlets are not operational as of December 31, ~~2023~~2024, is also included in **Exhibit HF**. Our Company-owned outlets are listed in **Exhibit IG**. The name, city and state, and current business telephone number (or if unknown, the last known home telephone number) of every franchisee of ours in the U.S. who has had a franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under their franchise during the most recently completed fiscal year, or has not communicated with us within 10 weeks of the date of issuance of this disclosure document are listed in **Exhibit JH**. If you buy this franchise, your contact information will be disclosed to other buyers when you leave the franchise system.

During the last three years, some current or former franchisees have signed confidentiality clauses. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Amada Senior Care. 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.

If we offer to sell any previously-owned Amada Senior Care Business that we now own, specific information about that business will be provided to you in a separate supplement to this disclosure document.

We have formed a franchise advisory council from which we solicit information and feedback about issues that affect the franchise system as a whole.

No trademark-specific franchisee organization exists that is associated with this franchise system.

ITEM 21 FINANCIAL STATEMENTS

Attached to this disclosure document as **Exhibit FD** are our ~~unaudited financial statements from January 1, 2024 through June 30, 2024, and our~~ audited financial statements for fiscal years ending December 31, ~~2023~~2024, December 31, ~~2022~~2023, and December 31, ~~2021~~2022.

ITEM 22 CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

- Exhibit ~~A.~~ Franchise Agreement
~~Exhibits/Attachments~~ to the Franchise Agreement:
_____ ~~B.~~ ~~Authorization to Initiate Debit Entries~~
_____ ~~A.~~ ~~Data Sheet~~
_____ ~~B.~~ ~~Statement of Franchisee Ownership~~
_____ ~~C.~~ ~~Collateral Assignment of Lease~~
~~E.~~ Personal Guaranty and Assumption of Obligations
~~F.D.~~ Spousal ~~Consent and~~ Guaranty
~~G.~~ ~~Collateral Assignment of Telephone Numbers and Telephone Listings and Internet Addresses~~
_____ ~~J.~~ ~~Skilled Care Services Addendum~~
_____ ~~K.~~ ~~Business Associate Agreement~~
_____ ~~L.~~ ~~E.~~ Staffing Services Addendum
- _____ Exhibit B. ~~Development Agreement~~
_____ ~~Exhibit C.~~ ~~Confidentiality, Non-Disclosure, and Non-Competition Agreement~~
_____ ~~Exhibit D.~~ State Addenda
Exhibit ~~EC.~~ Statement of Franchisee
Exhibit ~~LJ.~~ Form of General Release
_____ ~~Confidentiality, Non-Disclosure and Non-Competition Agreement~~
_____ ~~Collateral Assignment of Lease~~
_____ ~~Skilled Care Addendum~~
_____ ~~Business Associate Agreement~~
_____ ~~Requested Assignment~~
_____ ~~Authorization to Initiate Debit Entries~~
_____ ~~Consent to Transfer~~
_____ ~~E-2 Addendum to Franchise Agreement~~
_____ ~~Addendum to Successor Franchise Agreement~~
_____ ~~Transfer Addendum~~

ITEM 23 RECEIPTS

Attached at the end of this disclosure document, following the Exhibits, is a receipt. Please sign it, date it the date you receive the disclosure document, and return it to us. A duplicate of the receipt is attached for your records.

EXHIBIT A

AMADA FRANCHISE, INC.

FRANCHISE AGREEMENT

EXHIBIT B

DEVELOPMENT AGREEMENT

This ~~DEVELOPMENT AGREEMENT~~ (this “**Agreement**”) is made and entered into on _____, (“**Effective Date**”), by and between Amada Franchise, Inc., a Delaware corporation (“**Franchisor**”) and _____ (“**Developer**”) (collectively, Franchisor and Developer are referred to hereinafter as the “**Parties**”).

RECITALS

WHEREAS, Franchisor and Developer (or its Controlled Affiliate, as defined below) are signing or have signed a Franchise Agreement dated as of _____, 20____ (the “**Existing Agreement**”) under which Developer (or its Controlled Affiliate) operates or will operate an Amada Senior Care business (the “**First Developer Business**”) in or at _____.

~~A. WHEREAS, Franchisor and Developer are signing this Agreement to provide Developer the right and obligation to develop a number of Amada Senior Care businesses within a specified geographic area set forth on Exhibit A (the “Territory”) over a certain period of time.~~

~~B. WHEREAS, Franchisor is willing to grant Developer these development rights if Developer complies with the terms and conditions set forth in this Agreement.~~

AGREEMENT

~~NOW, THEREFORE, in consideration of the mutual agreements, covenants and undertakings herein contained and other valuable consideration, the adequacy of which is acknowledged by all Parties, the Parties hereby covenant, promise, and agree as follows:~~

~~1. Recitals. The above Recitals are hereby incorporated into and made part of this Agreement. All capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Existing Agreement. The term “Controlled Affiliate” means any corporation, limited liability company or other entity of which Developer owns eighty percent (80%) or more of the total authorized ownership interests.~~

~~2. Development Rights. Subject to Developer’s (and its affiliates’) compliance with this Agreement, the Existing Agreement, and all other franchise and other agreements between Franchisor (or its affiliate) and Developer (or its affiliate) (collectively, the “Related Agreements”), Developer hereby grants Developer and/or any of Developer’s approved Controlled Affiliates (defined below) the right, and Developer assumes the obligation, to sign Franchise Agreements (defined in Section 6) to develop and operate the number of Amada Senior Care businesses identified on Exhibit B (including the First Developer Business, collectively, the “Developer Businesses”) according to a development schedule identified on Exhibit B (the “Development Schedule”), and within the Territory identified on Exhibit A. “Controlled Affiliate” means any corporation, limited liability company or other entity of which Developer owns ninety percent (80%) or more of the total authorized ownership interests. Developer understands and acknowledges that in accepting the Territory referenced in Exhibit A, Franchisor does not in any way endorse, warrant or guarantee either directly or indirectly the suitability of such site or the success of the Franchise Business to be operated by Developer.~~

~~3. Territory. If Developer is complying with this Agreement, and Developer and its affiliates are fully complying with all of the Related Agreements, then during the term of this Agreement only, neither Franchisor nor its affiliates will operate, or authorize any other party to operate, an Amada Senior Care business the physical premises of which is located within the Territory, except for franchises Franchisor grants to Developer and its approved Controlled Affiliates. Notwithstanding the foregoing, Franchisor or its affiliates may service, or authorize one or more third parties to service, clients located in any part of the~~

~~Territory which is not, at the time Franchisor, its affiliate or the authorized third party begins providing services to the client, part of the designated territory of the Existing Agreement or any other Franchise Agreement signed pursuant to this Agreement (a “Non-Designated Area”). If Franchisor, its affiliate, or any other third party performs services for any client located in a Non-Designated Area, and Developer (or an approved Controlled Affiliate) subsequently signs a Franchise Agreement with a designated territory covering such Non-Designated Area, Franchisor, its affiliate or the third party, as applicable, may continue to provide services and products to such clients in the Non-Designated Area (each, a “Legacy Client”), until such time as the Legacy Client discontinues services. After a Legacy Client discontinues services, Franchisor, its affiliate, or the third party, as applicable, shall not resume servicing the Legacy Client without permission from Developer or the Controlled Affiliate, as applicable. Franchisor (and any affiliates Franchisor might have from time to time) shall at all times have the right to engage in any other activities Franchisor or they deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever Franchisor or they desire, including, without limitation, those which Franchisor now reserves in Section 1.6 of the Existing Agreement. Upon expiration or termination of this Agreement, Franchisor (and its affiliates) may operate, and authorize any other parties to operate, Amada Senior Care businesses the physical premises of which are located within the Territory and engage, and allow others to engage, in any other activities Franchisor desires within and outside the Territory without any restrictions, subject only to Developer’s (or its Controlled Affiliate’s) rights under then existing franchise agreements with Franchisor.~~

~~4. ——— Development Fee. Simultaneously with signing this Agreement, Developer must pay Franchisor a development fee (the “**Development Fee**”) equal to _____ Dollars (\$ _____); which is equal to Twenty Seven Thousand Five Hundred Dollars (\$27,500) multiplied by the number of Amada Senior Care businesses to be developed under this Agreement (excluding the First Developer Business). The Development Fee is fully earned by Franchisor when Franchisor and Developer sign this Agreement and is non-refundable, even if Developer does not comply with the Development Schedule, although Franchisor will apply the Development Fee as provided in Section 6.~~

~~5. ——— Development Obligations. To maintain its rights under this Agreement, Developer (and/or approved Controlled Affiliates) must, for each Developer Business: (a) sign a Franchise Agreement on or before the applicable date set forth on the Development Schedule (the “**FA Signing Deadline**”); and (b) open and begin operating the Developer Business in accordance with the applicable Franchise Agreement on or before the applicable date set forth on the Development Schedule (the “**Business Opening Deadline**”). Time is of the essence under this Agreement. If Developer wants to request a ninety (90) day extension of the FA Signing Deadline and/or Business Opening Deadline for any Developer Business, Developer must submit a written request and a Two Thousand Five Hundred Dollars (\$2,500) extension fee to Franchisor before the applicable deadline. If Franchisor grants the extension, the extension fee will be non-refundable. If Franchisor denies the extension, Franchisor will refund the extension fee. Nothing in this Section 5 requires Franchisor to grant any extension.~~

~~6. ——— Form of Franchise Agreement. The franchise agreement and related documents that Developer (or its Controlled Affiliate) signs for each Developer Business will be the form of franchise agreement and any ancillary agreements that Franchisor then customarily uses in granting franchises for Amada Senior Care businesses (collectively, the “**Franchise Agreement**”), any or all of the terms of which may differ substantially from the Existing Agreement. Franchisor will apply Twenty Seven Thousand Five Hundred Dollars (\$27,500) of the Development Fee, as applicable, towards the initial franchise fee owed under each Franchise Agreement. To retain Developer’s rights under this Agreement, each Developer Business must operate continuously throughout the term of this Agreement.~~

~~7. ——— No Sublicensing Rights or Rights to Use Marks. This Agreement does not grant Developer any right to license others to operate Amada Senior Care businesses. Only Developer (and its approved Controlled Affiliates) may develop Amada Senior Care businesses pursuant to this Agreement and only~~

~~under Franchise Agreements with Franchisor. This Agreement does not grant Developer any right to use, or authorize others to use, the Marks in any manner. Developer's right to use the Marks arises only under Franchise Agreements with Franchisor. Franchisor's affiliate owns all rights to the Marks, and Developer's unauthorized use of the Marks is an infringement of Franchisor's and its affiliate's rights and a breach of this Agreement.~~

~~8. Grant of Franchises. Developer or its approved Controlled Affiliate (and Developer's or its owners) must sign a separate Franchise Agreement for each Developer Business developed pursuant to this Agreement. If Developer or its Controlled Affiliate (and Developer's or its owners) do not sign a separate Franchise Agreement within the time periods set forth in the Development Schedule, or do not open and begin operating the Developer Business under that Franchise Agreement within the time periods set forth in the Development Schedule, then Franchisor may terminate this Agreement according to Section 11. Except for the obligation to open the Developer Businesses on or before the Business Opening Deadlines, after Developer (or its Controlled Affiliate) signs the Franchise Agreement and related documents, their terms and conditions will control the development and operation of the Developer Business.~~

~~9. Confidentiality and Non Competition. Section 11 of the Existing Agreement, entitled "Covenants Not to Compete and Maintain Confidentiality" is incorporated by reference in this Agreement as if fully restated within the text of this Agreement. Developer agrees to comply, and ensure that the Developer Owners (defined below) comply, with the provisions of Section 11 of the Existing Agreement applicable to Franchisee. "Developer Owner" means any individual or entity holding a direct or indirect ownership interest (whether of record, beneficially or otherwise) in Developer.~~

~~10. Term and Termination. The term of this Agreement begins on the Effective Date and ends on the date when the final Franchise Agreement under the Development Schedule has been signed or this Agreement otherwise is terminated under Section 11, whichever occurs first.~~

~~11. Termination. Without limiting Franchisor's termination and other rights under any other Related Agreement or applicable law, Franchisor may terminate this Agreement, effective upon delivery of written notice of termination to Developer, if:~~

- ~~a. Developer or any of the Developer Owners breaches any provision of this Agreement, including, without limitation, any failure to comply with the Development Schedule;~~
- ~~b. Developer or any of its Controlled Affiliates breaches any Related Agreement, if such breach would allow Franchisor to terminate the Related Agreement;~~
- ~~c. any order, judgment or decree is entered adjudicating Developer bankrupt or insolvent;~~
- ~~d. there is any entry in any proceeding against the Developer of any order, judgment or decree, which requires the dissolution of Developer, where such order, judgment or decree remains unstayed and in effect for more than thirty (30) days;~~
- ~~e. Developer or any of the Developer Owners has made or makes any material misrepresentation or omission in acquiring the rights under this Agreement or operating the business under this Agreement; or~~

~~f. Developer or any of the Developer Owners either (i) engages in any dishonest, unethical or illegal conduct which, in Franchisor's reasonable opinion, adversely affects or might adversely affect the reputation of Developer's business, the reputation of other Amada Senior Care businesses or the goodwill associated with the Marks, or (ii) is convicted by a trial court of or pleads no contest to a felony.~~

~~12. **Termination of Other Rights.** In addition to and without limiting Franchisor's other rights and remedies under this Agreement, any other Related Agreement and applicable law, upon the occurrence of any of the events that give rise to Franchisor's right to terminate this Agreement under Section 11, Franchisor may, at its sole option and upon delivery of written notice to Developer, elect to take any or all of the following actions without terminating this Agreement:~~

- ~~a. Temporarily suspend or permanently terminate Developer's right to develop new Amada Senior Care businesses in any geographic area that is part of the Territory, in which event (i) Developer's rights and the restrictions on Franchisor and its affiliates under Section 3 of this Agreement shall no longer apply in that geographic area, and (ii) Developer (and its affiliates) may operate, and authorize any other parties to operate, Amada Senior Care businesses the physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities Franchisor desires within that geographic area without any restrictions, subject only to Developer's (or its Controlled Affiliate's) rights under then existing franchise agreements with Franchisor; and/or~~
- ~~b. Reduce the number of remaining Developer Businesses to be developed under the Development Schedule, in which event Developer shall comply with the reduced Development Schedule that Franchisor provides in its written notice. For the avoidance of doubt, upon Franchisor's exercise of its rights under this Section 12(b), Franchisor is not required to refund any portion of the Development Fee paid with respect to the Developer Businesses that Developer is no longer permitted or required to develop, nor required to apply any of that portion of the Development Fee towards the initial franchise fee payable under Franchise Agreements that Developer (or its Controlled Affiliate) signs thereafter.~~

~~Franchisor's exercise of its rights under this Section 12 will not be a defense to Developer to Franchisor's enforcement of any other provision of this Agreement or any other Related Agreement, or, except as provided in Section 12(b), waive or release Developer from any of its other obligations under this Agreement or any Related Agreement. Franchisor's exercise of these rights will not be Franchisor's sole or exclusive remedy for Developer's default.~~

~~13. **Transfer by Franchisor.** Developer represents that it has not signed this Agreement in reliance on any affiliate's, owner's, officer's or employee's remaining with Franchisor in that capacity. Franchisor may change its ownership or form and/or assign this Agreement without Developer's consent or any other restriction. This Agreement will inure to the benefit of any transferee or other legal successor to Franchisor's interest in it. After Franchisor's assignment of this Agreement to a third party who expressly assumes Franchisor's obligations under this Agreement, Franchisor no longer will have any performance or other obligations under this Agreement. Such an assignment shall constitute a release of Franchisor and novation with respect to this Agreement, and the assignee shall be liable to Developer as if it had been an original party to this Agreement.~~

~~14. **Transfer by Developer.** Developer acknowledges that the rights and duties this Agreement creates are personal in nature with respect to Developer and the Developer Owners and that Franchisor has granted the rights in reliance upon Franchisor's perceptions of the skills, qualifications, business ability and financial capacity of Developer and the Developer Owners. Therefore, Developer and the Developer Owners agree that neither Developer nor any of the Developer Owners may transfer this Agreement or any ownership interests in Developer (whether directly or indirectly) without Franchisor's prior written consent, which consent may be given or withheld in Franchisor's sole discretion. For purposes of this Section 14, a sale of stock, or any ownership interest in Developer, or a merger or other combination of Developer shall be considered a transfer of an ownership interest in Developer and prohibited hereunder.~~

~~15. — Incorporation of Other Terms. Sections 15, 19 and 22 of the Agreement, entitled “Dispute Resolution and Corresponding Procedures,” “Indemnification and Independent Contractor” and “Governing Law,” respectively, are incorporated by reference in this Agreement and will govern all aspects of Franchisor’s relationship and the construction of this Agreement as if fully restated within the text of this Agreement. Developer agrees to comply, and ensure that the Developer Owners comply, with the provisions of Sections 15, 19 and 22 of the Existing Agreement applicable to Franchisee.~~

~~16.1. — No Waiver. Franchisor may waive a provision of this Agreement only in writing executed by an authorized representative. No party shall rely upon any oral representations as to a waiver of any provision of this Agreement. No waiver by a party of a breach by another party of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach by the breaching party.~~

~~17. — Independent Contractor. This Agreement does not constitute Developer as an agent, legal representative, joint venture, partner, or employee of Franchisor for any purpose whatsoever, and it is understood between the Parties hereto that Developer shall be an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation on behalf of Franchisor. The Parties agree that this Agreement does not create a fiduciary relationship between them.~~

~~18. — Severance and Reformation. In case any one or more of the provisions or restrictions contained in this Agreement, or any part thereof, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or restrictions of this Agreement. In case any one or more of the provisions or restrictions contained in this Agreement shall, for any reason, be held to be unreasonable, improper, overbroad or unenforceable in any manner, it is agreed that they are divisible and separable and should be valid and enforceable to the extent allowed by law.~~

~~19. — Entire Agreement. No change, addition, deletion or amendment of this Agreement shall be valid or binding upon either party unless in writing and signed by the Parties. Insofar as matters within the scope of this Agreement are concerned, this Agreement, together with the Existing Agreement, is the entire agreement between the Parties and replaces and supersedes all prior agreements and understandings pertaining to the matters addressed in this Agreement. There are no oral or other agreements or understandings between the Parties affecting this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Developer to waive reliance on any representation that Franchisor made in the most recent disclosure document (including its exhibits and amendments) that Franchisor delivered to Developer or its representative.~~

~~20.1. — Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original.~~

~~21. — Further Assurance. Each of the Parties will, upon reasonable request of the other, sign any additional documents necessary or advisable to fully implement the terms and conditions of this Agreement.~~

~~22. — No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:~~

~~No statement, questionnaire, or acknowledgement signed or agreed to by Developer 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 Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~IN WITNESS WHEREOF, the Parties hereto affix their signatures and execute this Amendment as of the Effective Date.~~

FRANCHISOR:

~~AMADA FRANCHISE, INC.~~

~~a Delaware corporation~~

By: _____

Printed Name: _____

~~Title:~~ _____

DEVELOPER:

[DEVELOPER NAME]

a _____

By: _____

Printed Name: _____

~~Title:~~ _____

~~EXHIBIT A TO DEVELOPMENT AGREEMENT~~

~~TERRITORY~~

1. The Territory is defined as consisting of the following zip codes: _____

2. The following is for illustrative purposes and describes the Territory by map image. In the event of any conflict between the map image below and the zip codes listed in Section 1 above, the zip codes in Section 1 will control:

{Insert map}

~~FRANCHISOR:~~

~~AMADA FRANCHISE, INC.~~
~~a Delaware corporation~~

By: _____

Printed Name: _____

Title: _____

~~DEVELOPER:~~

~~[DEVELOPER NAME]~~
~~a _____~~

By: _____

Printed Name: _____

Title: _____

~~EXHIBIT B TO DEVELOPMENT AGREEMENT~~

~~DEVELOPMENT SCHEDULE~~

~~Developer or its Controlled Affiliates must sign Franchise Agreements for Amada Senior Care businesses on or before the dates listed in the FA Signing Deadline column below, and must develop, open and begin operating the Developer Businesses pursuant to the Existing Agreement and those other Franchise Agreements on or before the dates listed in the Cumulative Number of Developer Businesses Open and Operating by the Business Opening Deadline column below.~~

FA Signing Deadline		Business Opening Deadline
Effective Date (for Existing Agreement)		

~~Note: If Franchisor agrees in writing to an extension of the FA Signing Deadline and/or Business Opening Deadline for a particular Developer Business pursuant to Section 5, then the extended deadline(s) shall be substituted for the deadline(s) specified in this table.~~

~~[SIGNATURE PAGE FOLLOWS]~~

~~**FRANCHISOR:**~~

~~**AMADA FRANCHISE, INC.**
a Delaware corporation~~

~~By: _____~~

~~Printed Name: _____~~

~~Title: _____~~

~~**DEVELOPER:**~~

~~[DEVELOPER NAME]
a _____~~

By: _____

Printed Name: _____

Title: _____

EXHIBIT C

CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

~~WHEREAS, the undersigned is an officer, director, member, manager, key employee, partner or owner of an interest in the equity or voting interests of _____, the Franchisee under, and signatory to, that certain Franchise Agreement dated _____ (“Franchise Agreement”) entered into with Amada Franchise, Inc. (“Franchisor”) granting Franchisee the right to own and operate an Amada franchised business (“Franchised Business”) on the terms and conditions stated in the Franchise Agreement.~~

~~WHEREAS, the undersigned acknowledges that, in order to induce Franchisor to enter into the Franchise Agreement, Franchisee must cause certain persons owning an interest in Franchise or who are associated with Franchisee in an executive or similar capacity, to sign this Confidentiality, Non-Disclosure and Non-Competition Agreement (“Agreement”) for the benefit of Franchisor.~~

~~NOW, THEREFORE, the undersigned, having read this Agreement and understanding its terms, hereby agrees as follows:~~

~~1. Nondisclosure of Confidential Information:~~

~~a. The undersigned agrees not to disclose, duplicate, sell, reveal, divulge, publish, furnish or communicate, either directly or indirectly, any Confidential Information (as defined below) to any other person, firm or entity, unless authorized in writing by Franchisor.~~

~~b. The undersigned agrees not to use any Confidential Information for his or her own personal gain or to further the purposes of others, whether or not the Confidential Information has been conceived, originated, discovered or developed, in whole or in part, by the undersigned or represents the undersigned’s work product. To the extent the undersigned has assisted in the preparation of any information which Franchisor considers to be Confidential Information or has prepared or created such information by himself or herself, the undersigned hereby assigns any rights that he or she may have in such information as creator to Franchisor, including all ideas made or conceived by the undersigned.~~

~~c. The undersigned understands and agrees that the use, publication or duplication of the Confidential Information for any purpose not authorized by this Agreement constitutes an unfair method of competition by the undersigned.~~

~~d. The provisions of this paragraph 1 shall survive the expiration or termination of all contracts between Franchisor and Franchisee.~~

~~e. The provisions concerning non-disclosure of Confidential Information shall not apply if disclosure of Confidential Information is legally compelled in a judicial or administrative proceeding, provided the undersigned shall have used its best efforts, and shall have afforded Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be disclosed.~~

~~f. The term “Confidential Information” shall have the same meaning assigned to it in the Franchise Agreement. A copy of the relevant sections of the Franchise Agreement is attached to this Agreement as Schedule 1.~~

~~2. Return of Proprietary Materials.~~

~~Upon expiration or termination of the Franchise Agreement, the undersigned shall surrender to Franchisee, or, if directed by Franchisor, directly to Franchisor, all materials in the possession of the undersigned relating to or concerning any Confidential Information. The undersigned understands and agrees that such materials shall be and remain the sole property of Company.~~

~~3. Agreements Regarding Competition.~~

~~a. For purposes of this Paragraph 3 the term “**Competing Business**” shall mean a business that provides either or both (a) senior placement or referral services; (b) comprehensive care, including medical services, to private duty clients within their home; (c) employee staffing services to hospitals, skilled nursing facilities, doctors’ offices, assisted living communities, home health or hospice agencies; (d) services administering and/or coordinating care for long term insurance claims; or (e) any other services or products Franchisor may now or in the future authorize Franchisee to offer or sell in connection with the operation of the Franchised Business.~~

~~b. For as long as the Franchise Agreement shall remain in effect, the undersigned agrees that he or she shall neither directly nor indirectly, whether individually, or through, on behalf of, as a member of, or in conjunction with any person, persons, partnership, corporation, or other legal entity, operate, advise on the development or operation of, be employed in a managerial or sales capacity by, or have any interest as an owner of any business, other than as a Franchisee of the Franchisor, that would be considered to be a Competing Business located anywhere in the world, provided, however, the restrictions stated in this paragraph shall not apply to the undersigned after **eighteen (18) months from the date that the undersigned ceases to be an officer, director, member, manager, key employee, partner or owner of an interest in the equity or voting interests in Franchisee.**~~

~~c. **For a period of eighteen (18) months** after expiration or termination of the Franchise Agreement, or an event of transfer as defined in the Franchise Agreement, whichever occurs first, the undersigned agrees that it, he or she shall neither directly nor indirectly, whether individually, or through, on behalf of, as a member of, or in conjunction with any person, persons, partnership, corporation, or other legal entity, operate, advise on the development or operation of, be employed in a managerial or sales capacity by, or have any interest as an owner of any business, other than as a Franchisee of the Franchisor, that would be considered to be a Competing Business within **twenty five (25) miles** of any franchise or corporate owned Amada location or territory under a development agreement.~~

~~d. This Agreement does not prohibit the undersigned from owning five percent (5%) or less of the voting stock of a company that is in a Competing Business and whose shares are publicly traded on a national exchange.~~

~~e. The parties understand and agree that the undersigned may engage in any activities not expressly prohibited by this Agreement. However, in connection with permitted activities, the undersigned shall not (i) use the Confidential Information or any of the Marks (as that term is defined in the Franchise Agreement); (ii) engage in any conduct or activity which suggests or implies that Franchisor endorses, or authorizes, the undersigned’s activities; or (iii) induce any person to engage in conduct prohibited by this Agreement.~~

~~4. Interference.~~

~~The undersigned agrees not to, directly or indirectly, for itself or on behalf of any other person, divert, or attempt to divert, any business or customer of any Franchised Business to any competitor by direct~~

~~or indirect inducement or perform any act which directly or indirectly could, or may, injure or prejudice the goodwill and reputation of the Marks or the Franchisor's system.~~

~~5. Irreparable Harm to Franchisor~~

~~a. The undersigned understands and agrees that Franchisor will suffer irreparable injury not capable of precise measurement in monetary damages if it discloses or misuses any Confidential Information, or if the undersigned breaches the covenants contained in this Agreement. Accordingly, in the event of a breach of this Agreement by the undersigned, the undersigned consents to entry of interim relief, including, without limitation, the entry of a temporary restraining order, preliminary injunction, permanent injunction, writ of attachment, appointment of a receiver, and any other equitable relief which the court deems necessary in order to prevent irreparable injury, all without the requirement that bond be posted.~~

~~b. The undersigned agrees that the award of equitable remedies to Franchisor in the event of such breach is reasonable and necessary for the protection of the business and goodwill of Company.~~

~~6. Survival~~

~~The agreements made by the undersigned shall survive the expiration or termination of all contracts between Franchisor and Franchisee.~~

~~7. Validity; Conformity With Applicable Law~~

~~a. Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited thereunder, the provision shall be ineffective only to the extent of the prohibition or invalidity without invalidating the remainder of this Agreement.~~

~~b. The parties agree that the laws of the state having jurisdiction over the undersigned shall govern any dispute concerning or involving the construction, interpretation, validity or enforcement of the provisions of this Agreement regarding competition, but only with respect to the subjects covered in Paragraph 3.~~

~~8. Miscellaneous~~

~~a. Any waiver granted to the undersigned by Franchisor excusing or reducing any obligation or restriction imposed under this Agreement shall be evidenced by a writing signed by Franchisor in order to be effective and shall only be effective to the extent specifically allowed in such writing. No waiver granted by Franchisor shall constitute a continuing waiver. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have. The rights and remedies granted to Franchisor are cumulative. No delay on the part of Franchisor in exercising any right or remedy shall preclude Franchisor from fully exercising such right or remedy or any other right or remedy.~~

~~b. This Agreement sets forth the entire agreement made by the undersigned pertaining to the subject matter hereof, fully superseding any and all prior agreements or understandings that may exist between the undersigned and the Franchisor pertaining to such subject matter. No amendment, change, modification or variance to or from the terms and conditions contained in this Agreement shall be binding on the undersigned unless it is contained in a writing and duly signed by the undersigned and Franchisor.~~

~~c. This Agreement shall be binding on the undersigned's heirs, executors, successors and assigns as though originally signed by such persons.~~

~~d. The parties agree that all capitalized terms in this Agreement shall have the same meaning assigned to them in any Franchise Agreement between Franchisor and Franchisee, and incorporate such definitions into this Agreement.~~

~~IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date shown above the undersigned's signature.~~

DATED: _____

Signature of Individual

Print Name of Individual

EXHIBIT D

STATE ADDENDA

The following modifications are to the Amada Franchise, Inc. Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, ~~the Area Development Agreement,~~ and Statement of Franchisee.

NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES.

The following provisions applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by 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 Franchisor, any franchise seller, or any other person acting on behalf of Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

It is agreed that this state law addendum supersedes any inconsistent portion of the Franchise Agreement dated _____, ~~the Area Development Agreement,~~ and of the Franchise Disclosure Document.

DATED: _____.

FRANCHISOR:

Amada Franchise, Inc.

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

CALIFORNIA

CALIFORNIA CORPORATIONS CODE, SECTION 31125 REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION & INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THE WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

1. Item 1 is amended by the addition of the following language under the heading “Regulations”:

g. California Regulations: You may need to comply with the “Home Care Services Consumer Protection Act” of California, which provides for the licensure and regulation of home care organizations, as defined, by the State Department of Social Services, and the registration of home care aides.

2. Item 3 is amended by the addition of the following language:

Neither we, our affiliates, nor any person identified in Item 2 of the Franchise Disclosure Document is subject to any currently effective order of any national securities association or nation securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

3. Item 17 is amended by the addition of the following language to the original language:

A. The following language is added as a second section before the chart/columns.

You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 Voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043). The Franchise Agreement requires Franchisee to execute a General Release of Claims upon renewal or transfer of the Franchise Agreement.

B. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, and the law applies, the law will control.

C. 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.*).

D. 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.

E. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

4. Item 19 is amended by the addition of the following language to the original language:

“The financial performance representations do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

~~4.~~ 5. No statement, questionnaire, or acknowledgement signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state ~~franchise~~

5. law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, any franchise seller, or any other person acting on behalf of Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

It is agreed that this state law addendum supersedes any inconsistent portion of the Franchise Agreement dated _____, and of the Franchise Disclosure Document.

DATED: _____.

FRANCHISOR:

FRANCHISEE:

Amada Franchise, Inc.

By: _____

By: _____

Title: _____

Title: _____

HAWAII

This addendum amends the Franchise Disclosure Document, and all agreements used in the state of Hawaii or by a Hawaii resident.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Payment of Initial Franchise ~~and Development~~ Fees will be deferred until Franchisor has met its pre-opening obligations to franchisee, and franchisee is open for business. This financial assurance requirement was imposed by the State of Hawaii Department of Commerce and Consumer Affairs due to Franchisor's financial condition.

No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

It is agreed that this state law addendum supersedes any inconsistent portion of the Franchise Agreement dated _____, and of the Franchise Disclosure Document.

DATED: _____.

FRANCHISOR:

Amada Franchise, Inc.

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

ILLINOIS

Illinois law shall apply to and govern the Franchise Agreement(s) ~~and Development Agreement.~~

Payment of Initial Franchise ~~and Development Fees~~ will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with the compensation requirements.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

The Franchisor reserves the right to establish, identify and service "National Accounts" within your Exclusive Territory. You are required to participate in servicing National Accounts. If you elect not to participate, or are deemed "unable to fully service" a National Account - the Franchisor, an affiliate or another franchisee will service the account within your Exclusive Territory with no compensation paid to you.

No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018).

If you are NOT licensed/certified in Illinois to provide services of the nature described in this disclosure document, you must negotiate the terms of a Management Agreement with licensed professionals who will provide the services that this franchised business offers. Retain an experienced attorney who will look out for your best interests in this business venture.

See: <https://www.newlifestyles.com/resources/state-licensing/illinois> **for general information about placement options for seniors in Illinois.**

See: <http://www.dph.illinois.gov/topics-services/health-care-regulation/facilities/home-health> for info on Home Health state certification and licensure requirements, costs, and process.

See: <http://www.idph.state.il.us/about/hfpb/conprocess.htm> and <https://www2.illinois.gov/sites/hfsrb/CONProgram/Pages/default.aspx> for information regarding the nature of, and application process for, the Illinois Certificate of Need Program.

It is agreed that this state law addendum supersedes any inconsistent portion of the Franchise Agreement dated _____, ~~the Area Development Agreement,~~ and of the Franchise Disclosure Document.

DATED: _____.

FRANCHISOR:

Amada Franchise, Inc.

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

MARYLAND

The Franchise Agreement ~~and Development Agreement are~~ each amended to state that “All representations requiring prospective franchisees to assent to a release, estoppel or waiver of any 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.”

FEE DEFERRAL:

Item 5 of the Franchise Disclosure Document and Section 4.1 of the Franchise Agreement are amended to state the following:

Based on the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreements. ~~In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.~~

Item 17 of the Franchise Disclosure Document and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration & Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

~~Item 17 of the Franchise Disclosure Document and sections of the Franchise Agreement are amended to state that California law generally applies, except for the Federal Arbitration Act, other federal law, and claims arising under the Maryland Franchise Registration and Disclosure Law.~~

Item 17 of the Franchise Disclosure Document and sections of the Franchise Agreement are amended to state that the release in the General Release shall not apply to liability under the Maryland Franchise Registration and Disclosure 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.*).

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of any 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.

It is agreed that this state law addendum supersedes any inconsistent portion of the Franchise Agreement dated _____, and of the Franchise Disclosure Document.

DATED: _____.

FRANCHISOR:

Amada Franchise, Inc.

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

MINNESOTA

1. The first Risk Factor is amended by the addition of the following language at the end thereof:

“MINNESOTA STATUTE SECTION 80C.21 AND MINNESOTA RULE PART 2860.4400J PROHIBIT FRANCHISOR FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE FRANCHISE DISCLOSURE DOCUMENT OR AGREEMENTS CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM OR REMEDY PROVIDED FOR BY THE LAWS OF THE JURISDICTION.”

22. Item 4 is amended to include the following: On May 13, 2014, Jeremy Brooker, our Director of Franchise Marketing, filed for bankruptcy under Chapter 7 of the U.S. Bankruptcy Code (U.S. Bankruptcy Court for the Central District of California, Case 8:14-bk-13291-MW). On September 15, 2014, the court granted a discharge of debt to Mr. Brooker. Mr. Brooker is located in our San Clemente offices.

3. The following language is added to the end of Item 13:

“The Minnesota Department of Commerce requires that the Company indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee’s use of the Company’s trademark infringes trademark rights of the third party. The Company does not indemnify against the consequences of the franchisee’s use of the Company’s trademark except in accordance with the requirements and tender the defense of the claim to the Company. If the Company accepts the tender of defense, the Company has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.”

34. The following language is inserted as the first sentence in the “Summary” section of Item 17(c) entitled Requirements for you to Renew or Extend:

“You must have complied, and continue to comply, with all provisions of all agreements and must execute our then-current form of Franchise Agreement and sign general releases of all claims against us, provided however, that such general releases shall not apply to any claims arising under the Minnesota Franchise Law.”

45. All franchise contracts or agreements, and any other device or practice of a Company other than those classifications of franchises specifically recognized by the Commissioner will conform to the following provisions. It is an unfair and inequitable practice for any Company to:

A. Terminate or cancel a franchise without first giving written notice setting forth all the reasons for the termination or cancellation to the franchisee at least ninety (90) days in advance of termination or cancellation, and the franchisee fails to correct the reasons stated for termination or cancellation in the notice within sixty (60) days of receipt of the notice. However, the notice will be effective immediately upon receipt where the alleged grounds for termination or cancellation are:

- (i) Voluntary abandonment of the franchise relationship by the franchisee;
- (ii) The conviction of the franchisee of an offense directly related to the business conducted pursuant to the franchise; or

(iii) Failure to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the Company's trade name, trademark, service mark, logotype or other commercial symbol after the franchisee has received written notice to cure at least twenty-four (24) hours in advance thereof;

B. Terminate or cancel a franchise except for good cause. "Good cause" means failure by the franchisee to substantially comply with the material and reasonable franchise requirements imposed upon him by the Company including, but not limited to:

- (i) The bankruptcy or insolvency of the franchisee;
- (ii) Assignment for the benefit of creditors or similar disposition of the assets of the franchised business;
- (iii) Voluntary abandonment of the franchised business;
- (iv) Conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchised business; or
- (v) Any act by or conduct of the franchisee which materially impairs the goodwill associated with the Company's trademark, trade name, service mark, logotype or other commercial symbol; or

C. Except for failure to renew a franchise for good cause as defined in Section 2 above, and the franchisee has failed to correct reasons for termination as stated in Section 1 above, no person may fail to renew a franchise unless:

- (i) The franchisee has been given written notice of the intention not to renew at least one hundred eighty (180) days in advance of the expiration of the franchise; and
- (ii) The franchisee has been given an opportunity to operate the franchise over a sufficient period of time to enable the franchisee to recover the fair market value of the franchise as a growing concern, as determined and measured from the date of the failure to renew. No Company may refuse to renew a franchise if the refusal is for the purpose of converting the franchisee's business premises to an operation that will be owned by the Company for its own account.

D. Unreasonably withhold consent to an assignment, transfer, or sale of the franchise whenever the franchisee to be substituted meets the present qualifications and standards required of the franchisees of the particular Company.

~~56.~~ Requirements for you to renew or extend: "Minnesota Rules, 1989, Department of Commerce, Chapter 2860, Section 4400D prohibits a Company from requiring a Franchisee to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statutes 1973 Supplement, section 80C.01 to 80C.22; provided, that this part shall not bar the voluntary settlement of disputes."

~~67.~~ Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of

the jurisdiction. Those provisions also provide that no condition, stipulation or provision in the Franchise Agreement will in any way abrogate or reduce any of your rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

78. Franchisee cannot consent to the Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief.

It is agreed that this state law addendum supersedes any inconsistent portion of the Franchise Agreement dated _____, and of the Franchise Disclosure Document.

DATED: _____.

FRANCHISOR:

Amada Franchise, Inc.

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT ~~K1~~ OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or 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, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

It is agreed that this state law addendum supersedes any inconsistent portion of the Franchise Agreement dated _____, and of the Franchise Disclosure Document.

DATED: _____.

FRANCHISOR:

Amada Franchise, Inc.

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

NORTH DAKOTA

This addendum amends the Franchise Disclosure Document and all agreements used in North Dakota or by a North Dakota resident.

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.

Payment of Initial Franchise ~~and Development Fees~~ will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the North Dakota Securities Department due to Franchisor's financial condition.

Item 17(c) of the Franchise Disclosure Document and Section 2 of the Franchise Agreement requiring that you sign a general release, estoppel or waiver as a condition of renewal and or assignment, may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Item 17(i) of the Franchise Disclosure Document, Section 13 and 14 of the Franchise Agreement requiring you to consent to termination or liquidated damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the Franchise Disclosure Document and Section 11 of the Franchise Agreement containing covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code may not be enforceable under Section 51-19-09 of the North Dakota Franchise Law.

Item 17(u) of the Franchise Disclosure Document and Section 15 of the Franchise Agreement requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(v) of the Franchise Disclosure Document and Section 15 of the Franchise Agreement providing that franchisees must consent to the jurisdiction of courts in either California may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

~~Item 17(w) of the Franchise Disclosure Document and Section 22 of the Franchise Agreement providing that the agreements shall be construed according to the laws of the State of California may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.~~

Section 15 of the Franchise Agreement requiring you to consent to a limitation of claims within one year may not be enforceable under Section 51-19-09 and the statute of limitations under North Dakota Law will apply.

Section 15 of the Franchise Agreement requiring you to consent to a waiver of trial by jury, may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Section 15 of the Franchise Agreement requiring you to consent to a waiver of exemplary and punitive damages, may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

It is agreed that this state law addendum supersedes any inconsistent portion of the Franchise Agreement dated _____, and of the Franchise Disclosure Document.

DATED: _____.

FRANCHISOR:

Amada Franchise, Inc.

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

VIRGINIA

~~Item 5 of the Franchise Disclosure Document and the Franchise Agreement are amended to include the following statement:~~

~~“The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.”~~

The Franchise Agreement is amended to include the following statement:

“Under 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 grounds 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.”

~~The Area Development Agreement is amended to include the following statement:~~

~~“The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the development fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the development agreement.”~~

~~The Risk Factor is amended by the addition of the following language at the end thereof:~~

~~6. Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$116,765 to \$278,040. This amount exceeds the franchisor’s stockholder’s equity as of December 31, 2023, which is \$26,387.~~

It is agreed that this state law addendum supersedes any inconsistent portion of the Franchise Agreement dated _____, and of the Franchise Disclosure Document.

DATED: _____.

FRANCHISOR:

Amada Franchise, Inc.

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

WASHINGTON ~~RIDER~~ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, ~~THE~~ FRANCHISE AGREEMENT, ~~DEVELOPMENT AGREEMENT~~, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~Chapter~~chapter 19.100 RCW will prevail.

~~1. 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.~~

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement ~~in or related agreements concerning~~ your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may that~~ supersede the franchise agreement ~~in or related agreements concerning~~ your relationship with the franchisor ~~including the areas of termination~~. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

Site of Arbitration, Mediation, and ~~renewal of your franchise.~~

3. **/or Litigation.** 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.

4. **General Release.** A release or waiver of rights ~~executed by a~~ in the franchise agreement or related agreements purporting to bind the franchisee may not include rights to waive compliance with any provision under the Washington Franchise Investment Protection Act or any ~~rules~~rules or ~~order~~orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, 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.~~, in accordance with RCW 19.100.220(2).

~~Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** 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 earnings from the party seeking enforcement, when annualized, exceed \$100,000

per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any ~~provisions~~provision contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.
16. **Questionnaires and Acknowledgments.** 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.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. **Deferral of Initial Franchise Fee.** In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. ~~Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.~~

The undersigned ~~does parties do~~ hereby acknowledge receipt of this ~~addendum~~Addendum.

DATED: _____.

Dated this _____ day of _____, 20____.

FRANCHISOR:

Amada Franchise, Inc.

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

EXHIBIT ~~EC~~

NOTE: THIS STATEMENT OF FRANCHISEE SHALL NOT BE COMPLETED OR SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE AMADA 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.

STATEMENT OF FRANCHISEE

[Note: Dates and Answers Must be Completed in the Prospective Franchisee's Own Handwriting]

In order to make sure that no misunderstanding exists between you, the Franchisee, and us, Amada Franchise, Inc. (also called “Amada” or the “FRANCHISOR” or “we”) and to make sure that no violations of law might have occurred, and understanding that we are relying on the statements you make in this document, you represent and warrant as follows:

A. The following dates are true and correct:

- | Date | Initials | |
|-----------------------------|------------------|---|
| 1. _____, 20____ | _____ | The date on which I received a Franchise Disclosure Document regarding the Amada Franchise. |
| 2. _____, 20____ | _____ | The date on which I received the approved zip codes comprising my Designated Territory. |
| 3. _____, 20____ | _____ | The date on which I signed the Franchise Agreement. |
| <u>43.</u> _____, 20____ | _____ | The earliest date on which I delivered cash, check or other consideration to the Franchise Salesperson or an officer of Amada Franchise, Inc. |

~~B. Representations.~~

B. Representations. Please review the representations below carefully and provide honest responses to each. If you answer “No” to any of the questions below, please explain your answer in the table provided below.

Initial

1. Agree Disagree The individuals signing for me constitute all of the executive officers, partners, shareholders, investors and/or principals. Each of such individuals has reviewed the

Franchise Disclosure Document and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, each attached written Addendum and any personal guaranties.

2. Agree Disagree I have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, ~~and Amada has strongly recommended that I obtain such independent advice, and either have done so or have chosen not to do so.~~ I have also been strongly advised by Amada to discuss my proposed purchase of an Amada Franchise with any existing Amada franchisees prior to signing any binding documents or paying any sums and Amada has supplied me with a list of all existing franchisees.

~~3. I acknowledge and understand that the Affiliate-owned Amada Senior Care Business referenced in the Franchise Disclosure Document operates in a territory in Orange County, California which is approximately six to nine times larger than the typical Designated Territory granted to an Amada franchisee and that, as a result, the revenue potential from the territory granted to Amada's Affiliate is significantly higher than the revenue potential in any Designated Territory that may be granted to me in connection with an Amada Franchise.~~

3. 4. Agree Disagree I acknowledge and understand that if my Designated Territory crosses into multiple states, it may result in additional legal, licensing and compliance, marketing, software, insurance, and workers' compensation expenses, among others, and that it may delay the opening of my Amada Franchise or my ability to service the entire Designated Territory.

4. 5. Agree Disagree I acknowledge and agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in my Franchise Agreement and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

5. Agree Disagree I acknowledge and agree that no employee or other person speaking on behalf of Amada made any statement or promise regarding the costs involved in operating an Amada Senior Care Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document.

6. Agree Disagree I acknowledge and agree that no employee or other person speaking on behalf of Amada made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an Amada Senior Care Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

7. Agree Disagree I acknowledge and understand that a) entry into any business venture necessarily involves some unavoidable risk or loss or failure; b) the purchase of an Amada Franchise or any other franchise is a speculative investment; c) investment beyond that outlined in the Franchise Disclosure Document may be required to succeed; d) there exists no guaranty against possible loss or failure in this or any other business; and e) the most important factors in the success of any Amada Franchise, including the one to be operated by me, are my personal business skills, which include marketing, sales, and management, and require sound judgment and extremely hard work.

~~If there are any matters inconsistent with the statements in this document or if anyone has suggested that you sign this document without all of its statements being true, correct and complete, immediately inform Amada (Phone: (866) 887-4029) and our President.~~

~~You understand and agree that we do not furnish, or authorize our salespersons, brokers or others to furnish any oral or written information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or information from which such items might be ascertained), from franchise or non-franchised units, that no such results can be assured or estimated, and that actual results will vary from unit to unit.~~

~~You understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete. 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 applicable law.~~

8. Agree Disagree I understand that you are relying on my answers to this statement to ensure that the franchise sale was made in compliance of state and federal laws and I represent that I have carefully considered each statement and acknowledgement carefully and I have responded truthfully.

EXPLANATION OF ANY NEGATIVE RESPONSES

<u>Statement Number</u>	<u>Explanation of Negative Response</u>

[Signature Page to Follow]

PROSPECTIVE FRANCHISEE:

~~FRANCHISE SALESPERSON:~~

Date

(Printed Name)

Date

~~(Printed Name)~~

REVIEWED BY FRANCHISOR:

By: _____
Date

(Printed Name)

Its: _____

SPECIAL NOTE FOR RESIDENTS OF THE STATE OF MARYLAND AND FRANCHISED BUSINESSES LOCATED IN MARYLAND: 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.

-EXHIBIT ~~F~~D

**AMADA FRANCHISE, INC.
FINANCIAL STATEMENTS**

~~AD~~-1

EXHIBIT ~~GE~~

OPERATIONS MANUAL TABLE OF CONTENTS

AMADA FRANCHISE, INC

TABLE OF CONTENTS

	Pages
SECTION 1 – <i>INTRODUCTION</i>	4
SECTION 2 – <i>PRE-OPENING PROCEDURES</i>	15
SECTION 3 – <i>OPENING</i>	13
SECTION 4 – <i>AMADA OPERATIONS</i>	10
SECTION 5 – <i>THE SYSTEM</i>	49
SECTION 6 – <i>ACCOUNTING, REPORTS & RECORDS</i>	5
SECTION 7 – <i>TRADEMARKS AND LOGOS</i>	7
SECTION 8 – <i>AMADA GRAPHIC STANDARDS</i>	2
SECTION 8 – <i>APPROVED SUPPLIERS</i>	2
SECTION 9 – <i>APPENDIX</i>	35
Total	152

EXHIBIT HF

**CURRENT FRANCHISEES
AS OF DECEMBER 31, ~~2023~~2024**

ALABAMA

Amada – Auburn / Montgomery
1280 Moores Mill ~~Road, Rd.~~, Suite G
Auburn, AL 36830
Phone: 334-509-5500
Owner: ~~Kinnon~~Margaret McKinnon Fisher

Amada – Baldwin County
~~(Office Not Yet Opened)~~
~~7801 AL-59, Suite F-2~~
~~Foley, AL 36535~~
~~Owners: Chad & Taura Domingue~~

~~Phone: 251-305-4500~~
~~Owners: Chad & Taura Domingue~~

Amada – Birmingham
3430 Independence Drive, Suite 20
Birmingham, AL 35209
Phone: 205-208-9466
Owner: Len Everts

Amada – Mobile
~~1203 US Hwy 98~~
~~Building 1 – 808 Downtowner Blvd., Suite D & E~~
~~Daphne~~Mobile, AL 3652636609
~~Phone: 251-305-4500~~
~~Owners: Chad & Taura Domingue~~

~~ARKANSAS~~

~~Amada – Little Rock~~
~~7101 W. 12th Street, Suite 303~~
~~Little Rock, AR 72204~~
~~Phone: 251-305-4500~~
~~Owners: Chad & Taura Domingue~~

Amada – Tuscaloosa
3430 Independence Drive, Suite 20
Mobile, AL 36609
Phone: ~~501-525-3373~~205-208-9466
Owner: ~~Kimberly Kinder~~Len Everts

ARIZONA

Amada – Chandler
1660 S. Alma School ~~Road, Rd.~~, Suite 223
Mesa, AZ 85210
Phone: 480-999-5250
Owners: Kimberly Perkins & Kris Patmos

Amada – Mesa
1660 S. Alma School ~~Road, Rd.~~, Suite 223
Mesa, AZ 85210
Phone: 480-999-5250
Owners: Kimberly Perkins & Kris Patmos

Amada – Phoenix
1660 S. Alma School ~~Road, Rd.~~, Suite 223
Mesa, AZ 85210
Phone: 480-999-5250
Owners: Kimberly Perkins & Kris Patmos

Amada – ~~North~~Phoenix West Valley
16165 N. 83rd ~~Avenue, Ave.~~, Suite 200
Peoria, AZ 85382
Phone: 623-227-2100
Owners: Kimberlee Crosby, Chris Crosby, Eliza Cha & John Kim

Amada – San Tan Valley
1075 S. Idaho Road, Suite 203
Apache Junction, AZ 85119
Phone: 480-870-2424
Owner: Dionne Moore

Amada – Surprise-Sun City
16165 N. 83rd ~~Avenue, Ave.~~, Suite 200
Peoria, AZ 85382
Phone: 623-227-2100
Owners: Kimberlee Crosby, Chris Crosby, Eliza Cha & John Kim

Amada – Tucson
7070 North Oracle ~~Read, Rd.~~, Suite 120
Tucson, AZ 85704
Phone: 520-222-8262
Owners: Chris Ram, Christina Ram & Michael Robirds

CALIFORNIA

Amada – Carson
500 East Carson Plaza Dr., Suite 106
Carson, CA 90746
Phone: 310-295-0698
Owners: Yanan Guo & Bailey Yang

Amada – Corona
4740 Green River ~~Read, Rd.~~, Suite 105
Corona, CA 92880
Phone: 951-667-1747
Owner: Peter Shen

~~Amada – Davis~~
~~803 2nd Street, Suite A~~
~~Davis, CA 95618~~
~~Phone: 866-252-2001~~
~~Owners: Angelo Oliva & Jean Gelpi~~

Amada – Del Mar
2124 S. El Camino Real, Suite 205
Oceanside, CA 92054
Phone: 760-828-4150
Owners: Jonathan & Cherie Burrough

Amada – East Bay Dublin
2001 Addison Street, 300-8905
Berkeley 201320 Willow Pass Rd., Suite 650
Concord, CA 94704 94520
Phone: 510-975-3100
~~Owners~~ Owner: John & Jaden Wu

Amada – East Bay
201320 Willow Pass Rd., Suite 650
Concord, CA 94520
Phone: 510-975-3100
Owner: John Wu

Amada – Fallbrook-Valley Center
2124 S. El Camino Real, Suite 205
Oceanside, CA 92054

Phone: 760-828-4150
Owners: Jonathan & Cherie Burrough

Amada – ~~Greater Pasadena~~
87 E. Green Street, Suite 301
Pasadena, CA 91105
Phone: 818-350-2915
Owner: Richard Babcock

Amada – Los Angeles Central
3415 S. Sepulveda Blvd., Suite 11
Los Angeles, CA 90034
Phone: 747-262-3252
Owner: Ash Price

Amada – Moorpark
30721 Russell Ranch Road, Suite 140
Westlake Village, CA 91362
Phone: 747-292-6063
Owner: Mahrad Bani Aman

Amada – North Fresno / Clovis
(Office Not Yet Open)
Phone: 559-570-1983
Owners: Raj Sodhi-Layne & Mark Layne

Amada – North Los Angeles
1577 E. Chevy Chase Drive, Suite 310
Glendale, CA 91206
Phone: 818-350-2915
Owner: Richard Babcock

~~Amada – North Orange County 1*~~
~~2400 E. Katella Avenue, Suite 800~~
~~Anaheim, CA 92806~~
~~Phone: 714-912-6822~~
~~Owner: D.R. Salerno~~

~~Amada – North Orange County 2*~~
~~2400 E. Katella Avenue, Suite 800~~
~~Anaheim, CA 92806~~
~~Phone: 714-912-6822~~
~~Owner: D.R. Salerno~~

~~Amada – North Orange County 3*~~
~~2400 E. Katella Avenue, Suite 800~~
~~Anaheim, CA 92806~~
~~Phone: 714-912-6822~~
~~Owner: D.R. Salerno~~

~~Amada – North Orange County 4*~~
~~2400 E. Katella Avenue, Suite 800~~
~~Anaheim, CA 92806~~
~~Phone: 714-912-6822~~
~~Owner: D.R. Salerno~~

Amada – North Sacramento
180 Promenade Circle, Suite 300
Sacramento, CA 95834
Phone: 916-290-7230
Owners: Correy Webb & Joel Wilson

Amada – North San Diego
2124 S. El Camino Real, Suite 205
Oceanside, CA 92054
Phone: 760-828-4150
Owners: Jonathan & Cherie Burrough

Amada – Oxnard
30721 Russell Ranch Road, Suite 140
Westlake Village, CA 91362
Phone: 747-292-6063
Owner: Mahrad Bani Aman

Amada – Pomona
1371 Valley Vista Drive, Suite 200
Diamond Bar, CA 91765
Phone: 909-345-9657
Owners: Chizo & Nkeiruka Abanobi

Amada – Rancho Cucamonga
8280 Aspen, Suite 115
Rancho Cucamonga, CA 91730
Phone: 909-440-1005
Owners: Leonard & Maria L. Navarra

Amada – Roseville-~~Sacramento~~
13405 Folsom Blvd., Suite 700
Folsom, CA 95630
Phone: 916-945-3515
Owner: Naveen Vaid

Amada – San Diego Central
16766 Bernardo Center Drive, Suite 101
San Diego, CA 92128
Phone: 858-866-9005
Owners: John & Melissa Boodhansingh

Amada – San Diego South
16766 Bernardo Center Drive, Suite 101

San Diego, CA 92128
Phone: 858-866-9005
Owners: John & Melissa Boodhansingh

Amada – San Dimas
1050 Lakes Drive, Suite 225
West Covina, CA 91790
Phone: 626-608-1913
Owner: ReAnne Beeton

Amada – San Fernando Valley
6320 Canoga ~~Avenue, Ave.,~~ Suite 1500
Woodland Hills, CA 91367
Phone: 818-650-1002
Owners: Rick Hagins, Michelle Hagins, Terry Frizzell & Francis Frizzell

Amada – Santa Clarita
30721 Russell Ranch Road, Suite 140
Westlake Village, CA 91362
Phone: 747-292-6063
Owner: Mahrad Bani Aman

Amada – Santa Rosa
2135 Armory Drive, Suite 100
Santa Rosa, CA 95401
Phone: 707-387-0733
Owners: Michael & Angela Lynch

Amada – Sonoma County
4415 Sonoma Hwy 12, Suite G
Santa Rosa, CA 95409
Phone: 707-387-0733
Owners: Michael & Angela Lynch

Amada – South Bay Los Angeles
3812 Sepulveda Blvd., Suite 200
Torrance, CA 90505
Phone: 310-953-0440
Owners: Andre & Cyndi Pegus

Amada – ~~West Hollywood-Thousand Oaks~~
~~529 N. La Brea~~30721 Russell Ranch Road, Suite
~~464140~~
~~West Hollywood~~Westlake Village, CA
~~9003891362~~
~~Phone: 747-262-3252~~
Phone: 747-292-6063

Owner: ~~Ashleigh Freeman Price~~ Mahrad Bani Aman

Amada – Walnut Creek & Concord
803 2nd Street, Suite A
Davis, CA 95618
Phone: 866-252-2001
Owners: Angelo Oliva & Jean Gelpi

COLORADO

Amada – Denver West
1001 Bannock St., Suite 227
Denver, CO 80204
Phone: 720-902-7069
Owner: Lilla Odwyer

Amada – Monument / Colorado Springs
755 North Hwy 105, Unit D
Palmer Lake, CO 80133
Phone: 719-377-9120
Owner: Ken Jensen

Amada – Northern Colorado
2850 McClelland ~~Drive, Dr.~~ Suite 1900
Fort Collins, CO 80525
Phone: 970-237-5747
Owners: Jeff Culler, Josh Zuieback, Solar
Martinez & Lisa Olsen

Amada – Northwest Denver
8704 Yates ~~Drive, Dr.~~ Suite 205
Westminster, CO 80031
Phone: 720-239-1337
Owners: Jeff Culler, Josh Zuieback, Solar
Martinez & Lisa Olsen

CONNECTICUT

Amada – Fairfield County
17 Arcadian ~~Avenue, Ave.~~ Suite 207
Paramus, NJ 07652
Phone: 201-431-7575
Owners: Logan Outerbridge, Kevin Outerbridge,
Oscar Farnacio, & Wayne Morgan

DELAWARE

Amada – Delaware
1 Ashford Drive
Lewes, DE 19958
Phone: 302-272-9500
Owners: Dow Juliano & Renee Juliano

FLORIDA

~~Amada – Coastal Palm Beach~~
~~(Office Not Yet Opened)~~
~~Owners: Robert & Daniel Appel~~

Amada – Jacksonville
~~8833 Perimeter~~ 13400 Sutton Park Blvd, Suite
404 Drive S., #1402
Jacksonville, FL ~~32216~~ 32224
Phone: 904-512-7747
Owners: Tom Nicholson & Neeta Nicholson

Amada – Naples
(Office Not Yet Opened)
Owner: Donald Brewer

Amada – Tampa Bay
2202 N. West Shore Blvd., Suite 200
Tampa Bay, FL 33607
Phone: 813-556-2777
Owners: Robert & Lee Christina Hollenkamp

Amada – The Villages
1321 Citizens Blvd., Suite C
Leesburg, FL 34748
Phone: 352-702-3727
Owners: Cesar Pumariega & Kelli Staab

Amada – Winter Garden
425 West Colonial Drive, Suite 206
Orlando, FL 32804
Phone: 407-378-6998
Owners: Dell & Veronica Gray

GEORGIA

Amada – Athens
1150 Julian ~~Drive, Dr.~~ Suite 100
Watkinsville, GA 30677
Phone: ~~Pending~~ 706-534-9952
Owner: Bobby Wilson

Amada – Lake Lanier
4321 South Lee Street, Suite 400
Buford, GA 30518
Phone: 678-565-6500
Owners: Anthony & Ilona Crossley

Amada – Marietta
2470 Windy Hill ~~Road~~Rd., Suite 300
Marietta, GA 30067
Phone: 770-545-6198
Owners: Alan & Lisa Waters

Amada – North Atlanta
2470 Windy Hill ~~Road~~Rd., Suite 300
Marietta, GA 30067
Phone: 770-545-6198
Owners: Alan & Lisa Waters

Amada – Snellville
2330 Scenic Hwy S.
Snellville, GA 30078
Phone: 678-884-8338
Owners: Janet & Rohan McLaren

Amada – Southwest Atlanta
3400 Chapel Hill ~~Road~~Rd Suite 303
Douglasville, GA 30135
Phone: 678-905-7400
Owner: Kimberly Cotto

IDAHO

Amada – Boise
9169 W. State Street, Suite 299
Garden City, ID 83714
Phone: 986-210-8501
Owners: Rob Christensen, Jonathan Baugh,
James Reynolds, & Mike Nelson

Amada – Caldwell
9169 W. State Street, Suite 299
Garden City, ID 83714
Phone: 973-510-2592
Owners: Rob Christensen, Jonathan Baugh,
James Reynolds, & Mike Nelson

ILLINOIS

Amada – Barrington
557 N. Hough Street, Suite B
Barrington, IL 60010
Phone: 847-503-0028
Owner: Dan Clifford

Amada – City of Chicago
1030 W. North ~~Avenue~~Ave., Suite 402
Chicago, IL 60642
Phone: 312-971-9292
Owners: Adam & Jennifer Busch

Amada – Geneva
128 James ~~Street~~St., 1st Floor
Geneva, IL 60134
Phone: 630-828-5155
Owners: Alison Johnson & David Harmon

Amada – Greater Elgin
75 Market Street, Suite 5
Elgin, IL 60123
Phone: ~~Pending~~855-262-3265
Owners: Kevin & Amber Hall

Amada – North Side of Chicago
1030 W. North ~~Avenue~~Ave., Suite 402
Chicago, IL 60642
Phone: 312-971-9292
Owners: Adam & Jennifer Busch

Amada – Northern Illinois
1099 North Corporate Circle, Suite J
Grayslake, IL 60030
Phone: 847-610-9300
Owner: Dave Johnson

Amada –North Shore / North Chicago
5550 W. Touhy Avenue, Suite 300
Skokie, IL 60076
Phone: 847-324-9450
Owner: Jennifer Novy

Amada – Orland Park
15020 S. Ravinia ~~Avenue~~Ave., Suite 20
Orland Park, IL 60642
Phone: 708-467-1266
Owners: Robert Storey & Greg Farley

Amada – Plainfield
440 W. Boughton Road, Suite G
Bolingbrook, IL 60440
Phone: 815-270-8889
Owners: Lisa & Chad Capista

Amada – Schaumburg
440 W. Boughton Road, Suite G
Bolingbrook, IL 60440
Phone: 815-270-8889
Owners: Lisa & Chad Capista

Amada – Western Suburbs
5550 W. Touhy Avenue, Suite 300
Skokie, IL 60076
Phone: 847-324-9450
Owner: Jennifer Novy

INDIANA

Amada – Carmel
8444 Castlewood ~~Drive~~Dr., Suite 500
Indianapolis, IN 46250
Phone: 317-960-4171
Owners: Kevin & Belinda Schluchter

Amada – Northwest Indiana
1504 North Main ~~Street~~St., Unit C
Crown Point, IN 46307
Phone: 219-213-3517
Owners: Robert Storey & Gregory Farley

Amada – South Indianapolis
8444 Castlewood ~~Drive~~Dr., Suite 500
Indianapolis, IN 46250
Phone: 317-960-4171
Owners: Kevin & Belinda Schluchter

IOWA

Amada – Cedar Rapids
454 First ~~Avenue~~Ave.
Coralville, IA 52241
Phone: 319-382-3761
Owners: Laura & Benjamin Hartson

KANSAS

Amada – Wichita
3450 N. Rock ~~Road~~Rd., Bldg. 600, Suite 603-B
Wichita, KS 67226
Phone: 316-448-3350
Owner: Asa Shuey

KENTUCKY

Amada – Lexington
~~107 Frazier Court~~198 Bevins Lanes, Suite ~~2B~~A
Georgetown, KY 40324
Phone: 859-963-1842
Owners: James Bernoski & Laural Strong

Amada – Louisville
10200 Forest Greene Blvd~~.,~~ Suite 112
Louisville, KY 40223
Phone: 502-233-2700
Owners: James Bernoski & “D.R.” Salerno

LOUISIANA

Amada – New Orleans-North Shore
~~(Office Not Yet Opened)~~
720 W. 21st Avenue, Unit D
Covington, LA 70433
Phone: 985-318-1909
Owners: Halie & Blake Moore

MAINE

Amada – Central Maine
615 Congress Street, Suite 219
Portland, ME 04101
Phone: 207-305-2233
Owners: Peter Light & Scott Lane

Amada – Southern Maine
18 Ocean Street, Suite 3
South Portland, ME 04106
Phone: 207-305-2233
Owners: Peter Light & Scott Lane

MARYLAND

Amada – Annapolis
134 Holiday Court, Suite 306
Annapolis, MD 21401
Phone: 443-569-0799
Owner: Dan Homa

Amada – Bethesda
301 East Patrick ~~St.~~Street, Suite 100

Frederick, MD 21701
Phone: 301-850-1725
Owner: Rich Frizzell

Amada – Mid-Maryland
301 East Patrick ~~St.~~Street, Suite 100

Frederick, MD 21701
Phone: 301-850-1725
Owner: Rich Frizzell

Amada – Silver Spring
11810 Grand Park ~~Avenue~~Ave Suite 500
North Bethesda, MD 20852
Phone: 301-701-3511
Owner: Raquel Micit

MASSACHUSETTS

Amada – Boston MetroWest
990 Washington Street, Suite 210
Dedham, MA 02026
Phone: 617-229-6567
Owners: Robert Appel & Daniel Appel

Amada – Chelmsford
~~22 Summer Street~~
200 Friberg Parkway, Suite 2006
Westborough, MA 01581
Phone: 508-219-7100
Owner: Kevin McLaughlin

Amada –South Shore
~~4 Court Street, Suite 205~~
~~Plymouth, MA 02360~~

990 Washington Street, Suite 210
Dedham, MA 02026

Phone: ~~508-809-4055~~617-229-6567
Owners: ~~Philip Rice & Beth Rice~~Robert Appel
& Daniel Appel

Amada – Westborough
~~22 Summer Street~~
200 Friberg Parkway, Suite 2006
Westborough, MA 01581
Phone: 508-219-7100
Owners: Kevin McLaughlin & Christine Cotter

MICHIGAN

Amada – Farmington Hills
~~34505 W. 12 Mile~~25255 Southfield Road, ~~Suite~~
~~155~~
~~Farmington Hills~~Southfield, MI ~~48331~~48075
Phone: 248-237-6377
Owners: Gregory Hines, Sr. & Kevin Manuel

MINNESOTA

Amada –Minneapolis-St. Paul
11204 86th ~~Avenue North~~Ave. N.
Maple Grove, MN 55369
Phone: 612-470-0105
Owner: Crystal Larson

Amada – Twin Cities
1405 Lilac Drive North, Suite 121
Golden Valley, MN 55422
Phone: 763-307-9138
Owner: Greg Getchell

Amada – Twin Cities
1405 Lilac Drive North, Suite 121
Golden Valley, MN 55422
Phone: 763-307-9138
Owners: Greg Getchell & Joseph Castle

MISSISSIPPI

Amada – Jackson
1867 Crane Ridge ~~Drive, Dr.~~, Suite 220-A
Jackson, MS 39216
Phone: 601-864-3752
Owner: John Merrell

MISSOURI

Amada – Columbia
601 W. Nifong Blvd~~, Suite 5B~~
Columbia, MO 65203
Phone: 573-818-2918
Owners: Chris & Chuck Fowler

Amada – Southeast Kansas City
400 E. Red Bridge Road, Suite 206
Kansas City, MO 64131
Phone: ~~Pending~~816-574-4000
Owner: Brett Jones

Amada – Springfield
4145 S. McCann Court, Suite H
Springfield, MO 65804
Phone: 417-210-7300
Owners: Christopher Kerr & Timothy Swearengin

Amada – St. Louis
10097 Manchester ~~Road Rd.~~, Suite 208
Warson Woods, MO 63122
Phone: 314-626-3905
Owner: Chris & Chuck Fowler

NEBRASKA

Amada – Omaha
8031 West Center Road, Suite 215
Omaha, NE 68124
Phone: 402-281-0921
Owner: Ken Jenson

NEVADA

Amada – Las Vegas
4175 S. Riley Street, Suite 203
Las Vegas, NV 89147
Phone: 702-998-3996

Owners: David & Stacey Stoddard

Amada – Reno
985 Damonte Ranch Pkwy, Suite 320
Reno, NV 89521
Phone: 775-432-6022
Owner: Ryan Hart

NEW HAMPSHIRE

Amada – Manchester-Concord
116 South River ~~Road, Rd.~~, Unit E-7C
Bedford, NH 03110
Phone: 603-865-7999
Owners: Dina & Andrew Bilsbury

Amada – South New Hampshire
116 South River ~~Road, Rd.~~, Unit E-7C
Bedford, NH 03110
Phone: 603-865-7999
Owners: Dina & Andrew Bilsbury

NEW JERSEY

Amada – Bergen County
17 Arcadian Avenue~~, Suite 207~~
Paramus, NJ 07652
Phone: 201-431-7575
Owners: Kevin Outerbridge & Logan Outerbridge

Amada – Central New Jersey
~~17 Arcadian Avenue, 116 Village Blvd.~~, Suite
~~207308~~
~~Paramus Princeton~~, NJ ~~07652~~08450
Phone: ~~201-431-7575~~609-293-3855
Owners: Kevin Outerbridge, Logan Outerbridge,
Oscar Farnacio, & Wayne Morgan

Amada – Jersey City
1 Meadowlands Plaza, Suite 200
East Rutherford, NJ 07073
Phone: 551-304-4744
Owner: Hank Hsu

Amada: Middlesex-Monmouth
4255 US 9 North, Suite 5C
Freehold, NJ 07728
Phone: 732-400-5434
Owner: Wayne Espiritu

Amada –Morristown / Cranford
123 N. Union ~~Avenue, Ave.~~ Suite 305
Cranford, NJ 07016
Phone: 973-510-2592
Owner: Mark Merriman

Amada – Northwest New Jersey
1 S. Corporate Drive, Suite 2C
Riverdale, NJ 07457
Phone: 973-440-5853
Owners: Eugene & Edilrhia Tee

Amada – Ocean Acres
918 Lacey Road, Suite 3A
Forked River, NJ 08731
Phone: 732-627-1114
Owner: Karen DeSimone

Amada – Roxbury Township
100 Enterprise Drive, Suite 301
Rockaway, NJ 07866
Phone: 973-291-3713
Owner: David Oliver

Amada – Rumson
4255 Route 9N, Suite 5C
Freehold, NJ 07728
Phone: 732-400-5434
Owners: Wayne Espiritu & Kevin McLaughlin

Amada – Secaucus
1 Meadowlands Plaza, Suite 200
East Rutherford, NJ 07073
Phone: 551-304-4744
Owner: Hank Hsu

Amada – South Jersey
~~3223 Route 38, Suite 202~~
~~Mount Laurel, NJ 08054~~
4255 Route 9N, Suite 5C
Freehold, NJ 07728
Phone: ~~856-312-3760~~ 732-400-5434
Owners: ~~Masood & Tehmeena Farooki~~ Wayne
Espiritu & Kevin McLaughlin

Amada – Toms River
~~918615~~ Lacey Road, ~~Suite 3A~~ Unit K
Forked River, NJ 08731
Phone: 732-627-1114
Owners: Karen & Michael DeSimone

Amada – Westfield / Morristown
123 N. Union ~~Avenue, Ave.~~ Suite 305
Cranford, NJ 07016
Phone: 973-510-2592
Owner: Mark Merriman

NEW MEXICO

Amada – Albuquerque
3009 Louisiana Blvd NE, Suite C
Albuquerque, NM 87110
Phone: 505-521-2100
Owner: Brad Condon

NEW YORK

Amada – Brooklyn
300 Cadman Plz W, 12th Floor
Brooklyn, NY 11201
Phone: 718-874-9495
Owner: Krystal Michelle Bradford

Amada – Lower Manhattan
17 Arcadian ~~Avenue, Ave.~~ Suite 207
Paramus, NJ 07652
Phone: 201-431-7575
Owners: Logan Outerbridge, Kevin Outerbridge,
Oscar Farnacio, & Wayne Morgan

Amada – Midtown Manhattan
17 Arcadian ~~Avenue, Ave.~~ Suite 207
Paramus, NJ 07652
Phone: 201-431-7575
Owners: Logan Outerbridge, Kevin Outerbridge,
Oscar Farnacio, & Wayne Morgan

Amada – Upper East Side Manhattan
17 Arcadian ~~Avenue, Ave.~~ Suite 207
Paramus, NJ 07652
Phone: 201-431-7575
Owners: Logan Outerbridge, Kevin Outerbridge,
Oscar Farnacio, & Wayne Morgan

Amada – Upper West Side Manhattan
17 Arcadian ~~Avenue, Ave.~~ Suite 207

Paramus, NJ 07652
Phone: 201-431-7575
Owners: Logan Outerbridge, Kevin Outerbridge,
Oscar Farnacio, & Wayne Morgan

~~NEW MEXICO~~

~~Amada – Albuquerque
3009 Louisiana Blvd NE, Suite C
Albuquerque, NM 87110
Phone: 505-521-2100
Owner: Brad Condon~~

NORTH CAROLINA

Amada – Charlotte
10135 Hickorywood Hill AvenueAve.
Huntersville, NC 28078
Phone: 980-580-6100
Owners: Brad Smith & Gwen Smith

Amada – Eastern North Carolina
~~2020 Progress Court, Suite 100-157~~
3701 Sunset Ave., Suite B
Rocky Mount, NC ~~27608~~27804
Phone: 252-231-2864
Owner: Tracy Eidson

Amada – Greensboro
1501 Highwoods Blvd., Suite 110
Greensboro, NC 27410
Phone: ~~Pending~~336-815-7715
Owners: Quinton & Kristin Kocher

Amada – Raleigh
2020 Progress Court, Suite 100-157
3701 Sunset Avenue, Suite B
~~Rocky Mount~~Raleigh, NC ~~27804~~27608
Phone: ~~252-231-2864~~984-250-7200
Owner: Tracy Eidson

Amada – South Charlotte
10135 Hickorywood Hill AvenueAve.
Huntersville, NC 28078
Phone: 980-580-6100
Owners: Brad Smith & Gwen Smith

Amada – West Charlotte
2102 Cambridge Beltway ~~Drive~~Dr., Suite A

Charlotte, NC 28237
Phone: ~~Pending~~704-558-6020
Owner: Korey Sixbury

OHIO

Amada – Columbus
440 Polaris ~~Pkwy~~Parkway, Suite 110
Westerville, OH 43082
Phone: 614-721-0070
Owner: Dwight Smith

Amada – East Columbus
4449 Easton Way, Suite 200
Columbus, OH 43219
Phone: 614-641-4787
Owner: Fatima Said Osman

Amada – Metro Cincinnati
10778 Montgomery Road
Cincinnati, OH 45242
Phone: 513-712-4849
Owner: Paul Tobillo

Amada – Toledo
27475 Holiday Lane, Suite 7
Perrysburg, OH 43551
Phone: 419-574-9104
Owners: Christopher Gutman & Dwight Smith

Amada – West Cleveland
27500 Detroit Road, Suite 202
Westlake, OH 44145
Phone: 440-578-7400
Owner: Bob Mikolich

Amada – Westlake
27500 Detroit Road, Suite 202
Westlake, OH 44145
Phone: 440-578-7400
Owner: Bob Mikolich

OKLAHOMA

Amada – Ada
4845 S. Sheridan Road, Suite 516
Tulsa, OK 74145
Phone: 918-615-9191
Owner: Joe Hilliard

Amada – Broken Arrow
2608 West Kenosha, Suite 101
Brown Arrow, OK 74012
Phone: 918-615-9191
~~Owner: Joe Hilliard~~

Owner: Joseph Hilliard

Amada – Central Oklahoma City
3750 W. Main Street, Suite 106
Norman, OK 73072
Phone: 405-292-4545
Owner: Greg Johnson

Amada – McAlester
4845 S. Sheridan Road, Suite 516
Tulsa, OK 74145
Phone: 918-615-9191
Owner: Joe Hilliard

Amada – Muskogee
4845 S. Sheridan Road, Suite 516
Tulsa, OK 74145
Phone: 918-615-9191
Owner: Joe Hilliard

Amada – Norman
3750 W. Main Street, Suite 106
Norman, OK 73072
Phone: 405-292-4545
Owner: Greg Johnson

Amada – North Oklahoma City
3750 W. Main Street, Suite 106
Norman, OK 73072
Phone: 405-292-4545
Owner: Greg Johnson

~~Amada – North Oklahoma City~~
~~4845 S. Sheridan Road, Suite 516~~
~~Tulsa, OK 74145~~
~~Phone: 918-615-9191~~
~~Owner: Joe Hilliard~~

~~Amada – South Oklahoma City~~
~~4845 S. Sheridan Road, Suite 516~~
~~Tulsa, OK 74145~~
~~Phone: 918-615-9191~~
~~Owner: Joe Hilliard~~

~~Amada – Tulsa~~

4845 S. Sheridan Road, Suite 516
Tulsa, OK 74145
Phone: 918-615-9191
Owner: Joe Hilliard

Amada – South Oklahoma City
3750 W. Main Street, Suite 106
Norman, OK 73072
Phone: 405-292-4545
Owner: Greg Johnson

Amada – Tulsa
4845 S. Sheridan Road, Suite 516
Tulsa, OK 74145
Phone: 918-615-9191
Owner: Joe Hilliard

Amada – Vinita
4845 S. Sheridan Road, Suite 516
Tulsa, OK 74145
Phone: 918-615-9191
Owner: Joe Hilliard

OREGON

Amada – Portland
5933 NE Win Sivers Drive, Suite 201
Portland, OR 97220
Phone: 503-937-0233
Owners: Robert Christensen, Rory Trask &
James Reynolds

PENNSYLVANIA

Amada – Bucks County
715 Twining ~~Road~~Rd, Suite 213
Dresher, PA 19025
Phone: 215-422-3095
Owners: Matthew Ushler

Amada – Central PA
1007 W. Main Street
Mount Joy, PA 17552
Phone: 717-553-2060
Owner: Brian Groff

Amada – Chester County

1 North Bacton Hill ~~Read,Rd.~~, Suite 205
Malvern, PA 19355
Phone: 484-653-6420
Owners: Judy Basler & Sheldon Feinberg

Amada – East Pittsburgh
1781 Arona ~~Read,Rd.~~, Suite 1
North Huntingdon, PA 15642
Phone: 724-305-6530
Owner: Joe Spehar

Amada – Lancaster
1007 W Main Street
Mount Joy, PA 17552
Phone: 717-553-2060
Owner: Brian Groff

Amada – Lehigh Valley
1605 N Cedar Crest Blvd., Suite 508
Allentown, PA 18104
Phone: 484-268-1778
Owner: Edward Duborg

Amada – Montgomery County
715 Twining ~~Read,Rd.~~, Suite 213
Dresher, PA 19025
Phone: 215-422-3095
Owners: Matthew Ushler

Amada – Philadelphia West Suburbs
614 Darby Road
Havertown, PA 19083
Phone: 610-766-7222
Owner: ~~Wayne & Angela Wrolstad~~Rabbi & Asha Mamun

Amada – Pittsburgh Northwest
2611 Nicholson ~~Read,Rd.~~, Building 1
Sewickley, PA 15143
Phone: 724-318-6668
Owner: Chad Craig

Amada – South Pittsburgh
1781 Arona ~~Read,Rd.~~, Suite 1
North Huntingdon, PA 15642
Phone: 724-305-6530
Owner: Joe Spehar

SOUTH CAROLINA

Amada – Charleston
1156 Bowman ~~Read,Rd.~~, Suite 200
Mount Pleasant, SC 29464
Phone: 843-800-0123
Owners: Matthew & Ashley Griesemer

Amada – Fort Mill
534 River Crossing Dr., Suite 512
Ft. Mill, SC 29732
Phone: 803-888-4675
Owner: Bain Taylor

TENNESSEE

Amada – Chattanooga
514 Tremont Street, Suite 204
Chattanooga, TN ~~37415~~37405
Phone: 423-888-3449
Owner: Christopher Ray

Amada – Johnson City
207 N. Boone Street, Suite 1350
Johnson City, TN 37604
Phone: 423-661-7474
Owner: Alvaro Castillo Donado

Amada – Knoxville
2900 Tazewell Pike, Suite C
Knoxville, TN 37918
Phone: 865-804-2208
Owner: Jeff Pell

Amada – Memphis
2400 Poplar ~~Avenue,Ave.~~, Suite 245
Memphis, TN 38112
Phone: 901-422-6400
Owners: Alfred Milan & Audrey Milan

Amada – North Nashville
402 Uptown Square
Murfreesboro, TN 37129
Phone: 615-933-7494
Owners: Kevin & Kelly Fehr

Amada – South Nashville
402 Uptown Square
Murfreesboro, TN 37129
Phone: 615-933-7494
Owners: Kevin & Kelly Fehr

TEXAS

Amada – Austin
1104 S. Mays ~~Street, St.~~, Suite 117
Round Rock, TX 78664
Phone: 512-580-5118
Owner: Patrick Murphy

Amada – Central Houston
2743 Smith Ranch ~~Road, Rd.~~ Unit 503
Pearland, TX 77584
Phone: 281-652-5492
Owners: William Long & Brent Partin

Amada – Clear Lake
2743 Smith Ranch ~~Road, Rd.~~ Unit 503
Pearland, TX 77584
Phone: 281-652-5492
Owners: William Long & Brent Partin

Amada – College Station
4030 SH-6 South, Suite 200
College Station, TX 77845
Phone: 979-243-2308
Owner: John Reid

Amada – Denton / Frisco
405 ~~Hwy~~Highway 121 Bypass, Suite A250
Lewisville, TX 75067
Phone: 469-906-2399
Owner: Sean McLeod

Amada – East Texas
4420 N. Wheeler ~~Street~~St
Jasper, TX 75951
Phone: 409-489-4324
Owners: William Long & Brent Partin

Amada – El Paso
306 Thunderbird ~~Drive, Dr.~~, Suite B1
El Paso, TX 79912
Phone: 915-200-7200
Owners: Jorge & Deborah Nichole Andazola

Amada – Fort Worth
2312 School Lane
Bedford, TX 76021
Phone: 817-755-8787
Owner: Jason Logan

Amada – Garland
675 Town Square Blvd~~.,~~ Suite 200 1A
Garland, TX 75040
Phone: 469-314-9100
Owners: Wiley & Telise Murray

Amada – Greater San Antonio
16607 Blanco ~~Road, Rd.~~ Bldg. 8, Suite 801
San Antonio, TX 78232
Phone: 210-960-4304
Owners: John & Johanna Paschal

Amada – Huntsville
4420 N. Wheeler Street
Jasper, TX 75951
Phone: 409-489-4324
2743 Smith Ranch Road, Unit 503
Pearland, TX 77584
Phone: 281-652-5492
Owners: William Long & Bret Partin

Amada – Katy
2743 Smith Ranch Road, Unit 503
Pearland, TX 77584
Phone: 281-652-5492
Owners: William Long & Brent Partin

Amada – McKinney/Lewisville
405 ~~Hwy~~Highway 121 Bypass, Suite A250
Lewisville, TX 75067
Phone: 469-906-2399
Owner: Sean McLeod

Amada – Mesquite
675 Town Square Blvd., Suite 200 1A
Garland, TX 75040
Phone: 469-314-9100
Owners: Wiley & Telise Murray

Amada – North Dallas
14330 Midway ~~Road, Rd.~~ Building 1, Suite 100
Dallas, TX 75244
Phone: 214-550-5040
Owner: Eric vanGoethem

Amada – North Houston
286 Ed English ~~Drive, Dr.~~ Bldg. 8, Suite A
Shenandoah, TX 77385
Phone: 832-209-8846
Owners: Troy & Amy Tice

Amada – North San Antonio
16607 Blanco ~~Road, Rd.,~~ Bldg. 8, Suite 801
San Antonio, TX 78232
Phone: 210-960-4304
Owners: John & Johanna Paschal

Amada – Richland Hills
2312 School Lane
Bedford, TX 76021
Phone: 817-755-8787
Owner: Jason Logan

Amada – Sugarland
2743 Smith Ranch Rd., Unit 503
Pearland, TX 77584
Phone: 281-652-5492
~~2743 Smith Ranch Road, Unit 503~~
~~Pearland, TX 77584~~
~~Phone: 281-652-5492~~
Owners: William Long & Brent Partin

Amada – Tomball / Cypress
286 Ed English ~~Drive, Dr.,~~ Bldg. 8, Suite A
Shenandoah, TX 77385
Phone: 832-209-8846
Owners: Troy & Amy Tice

Amada – University Park
14330 Midway ~~Road, Rd.,~~ Building 1, Suite 100
Dallas, TX 75244
Phone: 214-550-5040
Owner: Eric ~~vanGoethem~~ VanGoethem

Amada – Waco
510 Austin Ave., Suite 2555
Waco, TX 76701
Phone: 214-550-5040
Owners: Jason Logan & Eric VanGoethem

Amada – Weatherford
536 Santa Fe Drive
Weatherford, TX 76086
Phone: 682-803-2100
Owner: John Michael Rusinek

UTAH

Amada – Ogden

~~1133~~ 1410 N. Main Street Hill Field Road, Suite
2254
Layton, UT 84041
Phone: 801-758-7900
Owner: Dave Bean

Amada – Salt Lake City
10421 South Jordan Gateway, Suite 600
South Jordan, UT 84095
Phone: 801-893-3877
Owners: Phil & Janni Jacobson

Amada – St. George
1031 S. Bluff Street, Suite 118
St. George, UT 84770
Phone: 435-248-0800
Owners: Cortland “Ty” ~~&~~ & Craig Tippetts

VIRGINIA

Amada – Alexandria
5641 Burke Centre ~~Pkwy~~ Parkway, Suite 248
Burke, VA 22015
Phone: 571-297-7499
Owner: Louay Assaf

Amada – Richmond
6800 Paragon Place
Richmond, VA 23230
Phone: 804-793-8255
Owners: Jay Mann

~~Amada – Roanoke~~
~~1621 E. Main Street~~
~~Salem, VA 24153~~
~~Phone: 540-347-2222~~
~~Owner: James Burton~~

Amada – South Fairfax
5641 Burke Centre ~~Pkwy~~ Parkway, Suite 248
Burke, VA 22015
Phone: 571-297-7499
Owner: Louay Assaf

WASHINGTON

Amada – Bellevue
~~4020 Lake Washington Blvd~~ 2340 130th Ave NE,
Suite ~~301D-202~~
~~Kirkland, WA 98033~~

Bellevue, WA 98005

Phone: ~~Pending~~425-818-3949

Owner: Eliza Cha

Amada – Covington

200 Auburn ~~Avenue, Ave.,~~ Suite 7

Auburn, WA 98002

Phone: 253-238-2688

Owner: Martin Onstot

Amada – Lynnwood

4020 Lake Washington Blvd., Suite 301

Kirkland, WA 98033

Phone: 425-818-3949

Owner: Eliza Cha

Amada – Tacoma

3560 Bridgeport Way W., ~~Suite,~~ 3-A

University Place, WA 98466

Phone: 253-881-0014

Owners: Robert Christensen, Rory Trask &
James Reynolds

~~Amada – Tri Cities~~

~~8390 W. Gage Blvd, Suite 107~~

~~Kennewick, WA 99336~~

~~Phone: 509-396-6900~~

~~Owners: Robert Christensen, Rory Trask &
James Reynolds~~

Amada – Vancouver

505 NE 87th ~~Avenue, Ave.,~~ LL46

Vancouver, WA 98664

Phone: 360-952-3100

Owners: Chris & Kimberlee Crosby

WEST VIRGINIA

Amada – Charleston

2 Hale Street, Suite 100

Charleston, WV 25301

Phone: 304-693-2500

Owner: Kari Peyatte

WISCONSIN

Amada – Green Bay

~~(Office Not Yet Opened)~~

4424 Dickinson Road

De Pere, WI 54115

Phone: 920-600-8288

Owner: Chad Hendra

Amada – North Milwaukee

16655 W. Bluemound ~~Road, Rd.,~~ Suite 290

Brookfield, WI 53005

Phone: 262-395-7928

Owner: Irfan Siddiqui

Amada – South Milwaukee

16655 W. Bluemound ~~Road, Rd.,~~ Suite 290

Brookfield, WI 53005

Phone: 262-395-7928

Owner: Irfan Siddiqui

**~~*These locations were reacquired by the
Franchisor on February 1, 2024.~~**

**~~There are no Development Agreements
currently outstanding.~~**

**FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT OPENED
AS OF DECEMBER 31, ~~2023~~2024**

Franchise Name/Contact Person	City	State	Telephone Number
Ashleigh Freeman Price <u>Dakota</u>	West Hollywood <u>Bentonville</u>	CA <u>AR</u>	44-844-318-3838 <u>918-851-4334</u>
Correy Jamar Webb & Joel Wilson* <u>David Qin</u>	North Central <u>Sacramento</u>	CA <u>CA</u>	707-477-1075 <u>916-230-7999</u>
Logan Outerbridge <u>David Qin</u>	Fairfield County <u>Elk Grove</u>	CT <u>CA</u>	201-431-7575 <u>916-230-7999</u>
<u>David Qin</u>	<u>Fair Oaks</u>	<u>CA</u>	<u>916-230-7999</u>
<u>Yung Choi and Jordan Minatogawa</u>	<u>Hacienda Heights</u>	<u>CA</u>	<u>949-244-2580</u>
<u>Heidi Coston</u>	<u>Modesto</u>	<u>CA</u>	<u>209-840-1772</u>
<u>Keith Bercun</u>	<u>Boca Raton</u>	<u>FL</u>	<u>954-295-8602</u>
<u>Saad Yehia</u>	<u>Citrus Park</u>	<u>FL</u>	<u>813-647-8898</u>
<u>Krista-Gae Reid and Kithara Reid-Coates</u>	<u>Clermont</u>	<u>FL</u>	<u>267-563-0992</u>
<u>Donald James Brewer</u>	<u>Naples</u>	<u>FL</u>	<u>630-625-2606</u>
Bobby Wilson <u>Alan and Jessie-Claire Henderson</u>	Athens <u>St. Augustine</u>	GA <u>FL</u>	678-632-8804 <u>617-347-9480</u>
Halie & Blake Moore <u>Saad Yehia</u>	New Orleans <u>Wesley Chapel</u>	LA <u>FL</u>	318-451-2342 <u>813-647-8898</u>
<u>Stan Saeed</u>	<u>Winter Springs</u>	<u>FL</u>	<u>706-248-3443</u>
<u>Osman Mohammad and Mustafa Syed</u>	<u>Melrose Park</u>	<u>IL</u>	<u>630-947-9425</u>
<u>Watchen and William Bruce</u>	<u>Nottingham</u>	<u>MD</u>	<u>443-453-1312</u>
<u>Watchen and William Bruce</u>	<u>Towson</u>	<u>MD</u>	<u>443-453-1312</u>
Korey J. Sixbury* <u>Japera</u>	West Charlotte <u>Baltimore</u>	NC <u>MD</u>	704-641-4466 <u>305-494-3550</u>
<u>Rahming Henry-Stephen Hsu*</u> <u>Quinton and Kristin Kocher</u>	See <u>aeus</u> <u>South Greensboro</u>	NJ <u>NC</u>	415-601-2816 <u>336-815-7715</u>
<u>Logan and Kevin Outerbridge</u>	<u>Saddle Brook</u>	<u>NJ</u>	<u>201-431-7575</u>
<u>Olga Esquivel Hernandez and Marco Esquivel</u>	<u>Cameron County</u>	<u>TX</u>	<u>52-722-715-3362</u>
<u>Nancy Perez Hernandez and Valentin Ramos</u>	<u>Edinburg</u>	<u>TX</u>	<u>956-566-2378</u>
<u>William Long and Brent Partin</u>	<u>Independence Heights</u>	<u>TX</u>	<u>281-652-5492</u>
<u>Olga Esquivel Hernandez and Marco Esquivel</u>	<u>McAllen</u>	<u>TX</u>	<u>52-722-715-3362</u>
<u>William Long and Brent Partin</u>	<u>Southeast Houston</u>	<u>TX</u>	<u>281-652-5492</u>
<u>William Long and Brent Partin</u>	<u>Southwest Houston</u>	<u>TX</u>	<u>281-652-5492</u>
<u>Amit Das</u>	<u>Bamblenton</u>	<u>VA</u>	<u>703-795-8831</u>
<u>Gagandeep Singh Gill</u>	<u>South Seattle</u>	<u>WA</u>	<u>778-403-0015</u>
Henry-Stephen Hsu*	Jersey City	NJ	415-601-2816
Karen DeSimone*	Ocean Acres	NJ	732-610-8386

HF-0

Logan and Kevin Outerbridge	ManhattanSaddle Brook	NYNJ	201-431-7575
Fatima Osman*Olga Esquivel	East ColumbusCameron	OHT	614-815-332552-722-715-
Hernandez and Marco Esquivel	County	X	3362
John Michael Rusinek*Nancy			
Perez Hernandez and Valentin	WeatherfordEdinburg	TX	682-803-2100956-566-2378
Ramos	HuntsvilleIndependence		
William Long & Brent Partin	Heights	TX	281-652-5492
Olga Esquivel Hernandez and			
Marco Esquivel	McAllen	TX	52-722-715-3362
William Long and Brent Partin	Southeast Houston	TX	281-652-5492
William Long and Brent Partin	Southwest Houston	TX	281-652-5492
	North Fairfax		
Rich FrizzellAmit Das	CountyBrambleton	VA	240-462-3687703-795-8831
Martin OnstotGagandeep Singh			
Gill	CovingtonSouth Seattle	WA	253-267-4113778-403-0015
Chad Richard Hendra	Green Bay	WI	920-366-0735

~~*These units opened after December 31, 2023 and before the Issuance Date of this Disclosure Document.~~

EXHIBIT **IG**

COMPANY-OWNED OUTLETS AS OF DECEMBER 31, ~~2023~~2024

Amada – South Orange County, CA
Amada OC, Inc.
901 Calle Amanecer, Suite 300
San Clemente, CA 92673
Phone: 949-528-3500

Amada – North Orange County 1, CA
Amada OC, Inc.
901 Calle Amanecer, Suite 300
San Clemente, CA 92673
Phone: 949-528-3500

Amada – North Orange County 2, CA
Amada OC, Inc.
901 Calle Amanecer, Suite 300
San Clemente, CA 92673
Phone: 949-528-3500

Amada – North Orange County 3, CA
Amada OC, Inc.
901 Calle Amanecer, Suite 300
San Clemente, CA 92673
Phone: 949-528-3500

Amada – North Orange County 4, CA
Amada OC, Inc.
901 Calle Amanecer, Suite 300
San Clemente, CA 92673
Phone: 949-528-3500

Amada – Boise, ID
ASC Idaho, LLC
1120 S. Rackham Way
Meridian, ID 83642
Phone: 208-593-2093

EXHIBIT JH

FRANCHISEES WHO LEFT THE SYSTEM DURING ~~2023~~2024 OR WHO HAVE NOT COMMUNICATED WITHIN 10 WEEKS OF ISSUANCE DATE

The following franchisees had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the fiscal year ~~2023~~2024:

ARKANSAS

Amada – Little Rock
7101 W. 12th Street, Suite 303
Little Rock, AR 72204

~~ARIZONA~~

~~*Amada – North Phoenix~~
~~16165 N. 83rd Ave., Suite 200, Peoria, AZ~~
~~85382~~
~~Phone: 612-889-2013/501-912-6058~~
~~Owners: Chris Carlson, Melissa Carlson, and~~
~~D.R. Salerno~~
~~(Transferred)~~

~~*Amada – Surprise Sun City~~
~~16165 N. 83rd Ave., Suite 200, Peoria, AZ~~
~~85382~~
~~Phone: 612-889-2013~~
~~Owners: Chris Carlson, Melissa Carlson, and~~
~~D.R. Salerno~~
~~(Transferred)~~

CALIFORNIA

~~Amada – Temecula~~
~~27720 Jefferson Ave., Suite 100E, Temecula,~~
~~CA 92590~~
~~Phone: 405-706-1996~~
~~Owner: Dave Russell/Kimberly Kinder~~
~~(Terminated)~~

CALIFORNIA

*Amada – VenturaNorth Orange County 1
2400 E. 1965 YosemiteKatella Ave., Suite 120,
Simi Valley, CA 93063800
Anaheim, CA 92806
Phone: 818-359-9447/262-395-7928
Owner: D.R. Salerno
(Reacquired)

*Amada – North Orange County 2
2400 E. Katella Ave., Suite 800
Anaheim, CA 92806
Phone: 262-395-7928

Owner: D.R. Salerno
(Reacquired)

*Amada – North Orange County 3
2400 E. Katella Ave., Suite 800
Anaheim, CA 92806
Phone: 262-395-7928
Owner: D.R. Salerno
(Reacquired)

*Amada – North Orange County 4
2400 E. Katella Ave., Suite 800
Anaheim, CA 92806
Phone: 262-395-7928
Owner: D.R. Salerno
(Reacquired)

Amada – Cerritos
18000 Studebaker, Suite 700
Cerritos, CA 90703
Phone: 786-510-0088
Owners: Craig MichaylukSacha Guinzburg and
Joy Ward MichaylukBruno Pauni
(Ceased Operations – Other Reasons)

FLORIDA

*Amada – Naples
9220 BonitaCoastal Palm Beach Road, SE, Suite
225, Bonita Springs, FL 34135
(Office not opened)
Phone: 949-386-0435/516-361-1770
Owner: Jeff Castillo
Owners: Robert and Daniel Appel
(Ceased Operations – Other Reasons)

~~IDAHO~~

*MASSACHUSETTS

Amada – BoiseSouth Shore
4 Court Street, Suite 205
Plymouth, MA 02360
1889 Wildwood Street, Boise, ID 83713
Phone: 208-900-6141/978-413-1303

~~Owners: Dave Bean and Mark Nelson
(Ceased Operations)~~

KANSAS

~~Amada — Johnson County~~
~~8101 College Blvd., Suite 100, Overland Park,~~
~~KS 66210~~
~~Phone: 913-216-7345~~
~~Owner: Mike Fleming~~
~~(Ceased Operations)~~

MICHIGAN

~~Amada — Sterling Heights~~
~~200 East Big Beaver Road, Troy, MI 48083~~
~~Phone: 248-425-0530~~
~~Owner: Angela Anderson~~
~~(Ceased Operations)~~

MINNESOTA

~~*Amada — Southwest Twin Cities~~
~~1405 Lilac Drive North, Suite 121, Golden~~
~~Valley, MN 55422~~
~~Phone: 763-307-9138~~
~~Owners: Greg GetchellPhil and Joe CastleBeth~~
~~Rice~~
~~(Transferred)~~

~~(Ceased Operations)~~

NEW JERSEY

~~Amada — CentralSouth Jersey~~
~~3223 Route 38, Suite 202~~
~~Mount Laurel, NJ 08054~~
~~100 Horizon Center Blvd., Suite 211, Hamilton~~
~~Township, NJ 08691~~
~~Phone: 848-228-0842856-534-8550~~
~~Owners: Masood and Tehmenna Farooki~~
~~(Transferred)~~

~~Owner: Isaac Inyang~~
~~(Ceased Operations)~~

RHODE ISLAND

OKLAHOMA

~~*Amada — SouthernNorth Oklahoma City~~
~~2348 Post4845 S. Sheridan Road, Suite 20,~~
~~Warwick, RI 02886516~~
~~Tulsa, OK 74145~~
~~Phone: 401-575-1894918-615-9191~~
~~Owners: Patrick Kennedy and Sheri Kennedy~~
~~(Ceased Operations)~~

~~Owner: Joe Hilliard~~
~~(Transferred)~~

*Amada – ~~Northern~~South Oklahoma City
2348 ~~Post~~4845 S. Sheridan Road, Suite 20, ~~Warwick, RI 02852~~516
Tulsa, OK 74145
Phone: ~~401-575-1894~~918-615-9191
Owner: Joe Hilliard
(Transferred)

PENNSYLVANIA

Amada – Philadelphia West Suburbs
614 Darby Road
Havertown, PA 19083
Phone: 610-804-0336
Owners: ~~Patriek Kennedy~~Wayne and ~~Sheri Kennedy~~Angela Wrolstad
(Transferred)

VIRGINIA

Amada – Roanoke
1621 E. Main Street
Salem, VA 24153
Phone: 540-641-1037
Owner: James Burton
(Ceased Operations – Other Reasons)

WASHINGTON

*Amada – Tri-Cities
8390 W. Gage Blvd., Suite 107
Kennewick, WA 99336
Phone: 253-439-8747
Owners: Rob Christensen, Rory Trask, & James Reynolds
(Reacquired)

*Franchisees that have had an outlet terminated, ceased operations, or transferred in the year ~~2023~~2024, but still have other, active franchise outlet(s) in Amada's franchise system are marked with an asterisk symbol above.

The following franchisees have not communicated with us within 10 weeks of the Issuance Date of this disclosure document:

None.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT ~~KI~~

STATE FRANCHISE ADMINISTRATORS AND AGENTS
FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 866-275-2677	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles 90013-2344 866-275-2677
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 44 Capitol Avenue Hartford, CT 06106 203-240-8299	N/A
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800 850-245-6000	N/A
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334 404-656-3790	N/A
HAWAII	State of Hawaii Business Registration Division Securities Compliance Branch Dept. of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722	Hawaii Commissioner of Securities Same Address
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
IOWA	Iowa Insurance Division Securities and Regulated Industries Bureau Second Two Ruan Center 601 Locust Street, 4th Floor Lucas State Office Building Des Moines, IA 50319 515-281- 4441 8815	N/A
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 502-696-5389	N/A
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 504-342-7013 (gen. info.) 504-342-7900	N/A
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671	N/A
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202 410-576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit G. Mennen Williams Building, 1 st Floor Lansing, MI 48913 517-335-7567	N/A
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101 651-539-1500	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Nebraska Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, NE 68508-2732 P.O. Box 95006 Lincoln, Nebraska 68509-5006 Tele: 402-471-2171	N/A

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 603-271-3641	N/A
NEW YORK	Bureau of Investor Protection and Securities New York State Department of Law 28 Liberty Street, 21st Floor New York, NY 10005-1495 212-416-8236	Secretary of State of New York 99 Washington Avenue Albany, New York 12231
NORTH CAROLINA	Secretary of State's Office/Securities Division Legislative Annex Building 300 Salisbury Street Raleigh, NC 27602 919-733-3924	N/A
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712; Fax: 701-328-0140	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510 701-328-4712; Fax: 701-328-0140
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215 614-466-8831 or 800-282-0515	N/A
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 405-521-2451	N/A
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 503-378-4387	N/A
RHODE ISLAND	Rhode Island Department of Business Regulation Securities Division John O. Pastore Center – Building 69-1 1511 Pontiac Avenue Cranston, RI 02920 401-222-3048	Director, Rhode Island Department of Business Regulation John O. Pastore Center Building 69-1 1511 Pontiac Avenue Cranston, RI 02920 401-222-3048
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 803-734-2166	N/A

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 605-773-3563	Director of the Division of Insurance Department of Labor and Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 605-773-3563
TEXAS	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887 512-475-1769	N/A
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South (P.O. Box 45804) Salt Lake City, UT 84145-0804 TELE: 801-530-6601 FAX:801-530-6001	N/A
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 804-371-9733
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501 360-902-8762	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 608-266-8557	Wisconsin Commissioner of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 608-266-8557

EXHIBIT ~~L~~J

CONTRACTS FOR USE WITH THE AMADA FRANCHISE

The following contracts contained in Exhibit J are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Amada Senior Care Business. The following are the forms of contracts that Amada Franchise Inc. uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked “Sample,” they are subject to change at any time.

EXHIBIT J-1

SAMPLE FORM OF GENERAL RELEASE

This General Release (“**Release**”) made on _____, by and between Amada Franchise, Inc., a corporation formed under the laws of the State of Delaware and having its principal place of business at 901 Calle Amanecer, Suite 350, San Clemente, California 92673 (“**Franchisor**”), and each of the undersigned individuals/ partnerships/corporations/limited liability companies (jointly and severally, the “**Franchisee**”).

WITNESSETH:

WHEREAS, Franchisee acquired one or more franchises from Franchisor to open and operate one or more franchised businesses (“**Amada Senior Care Business(s)**”) pursuant to the Franchise Agreement(s) between Franchisor and Franchisee dated _____ (“**Franchise Agreement(s)**”);

WHEREAS, Franchisee has elected to assign and transfer or renew the Franchise Agreements and all Franchisee's rights thereunder in accordance with the terms of the Franchise Agreements; and

WHEREAS, Franchisor has agreed to consent to such assignment and transfer on condition that, among other things, Franchisee execute this Release.

NOW, in consideration of the above, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisee and Franchisor hereby agree as follows:

1. **Release.** Franchisee hereby absolutely and forever releases and discharges Franchisor and its Related Parties (as defined below), from and against any and all Claims (as defined below) of Franchisee arising out of or relating to the offer or sale of the Franchise Agreement(s), including violations of any federal or state law, rule, or regulation pertaining thereto. “**Related Parties**” means predecessors, affiliates, agents, employees, successors, assigns, and their respective officers, directors, shareholders, heirs, executors, and representatives. “**Claims**” means any and all claims, proceedings, demands, causes of actions, rights to terminate and rescind, liabilities, losses, damages, and rights of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, at law or in equity, which the releasing party now has, owns or holds, at any time before this time ever had, owned or held, or at any time after this time has, owns or holds. Franchisee hereby irrevocably covenants not to assert, or to initiate any suit or proceeding based in whole or in part upon any Claim released hereunder.

With respect to the matters being released pursuant to the terms of this Release, Franchisee further voluntarily and unconditionally waive each and every right which they, or any of them, may have under Section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States. Section 1542 reads as follows:

1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Franchisee understands and acknowledges that the significance and consequence of their waiver of Section 1542 of the Civil Code is that even if any of them should eventually suffer additional damages arising out of a matter being released pursuant to this Release, said party will not be permitted to make any claim for those damages. Furthermore, Franchisee acknowledges that they intend these consequences even as to claims for injury and/or damages that may exist as of the date of this Release but which Franchisee do not know exist, and which, if known, would materially affect Franchisee's decision to execute this Release, regardless of whether the parties' lack of knowledge is a result of ignorance, oversight, error, negligence, or any other cause.

2. Entire Agreement. This Release supersedes any prior negotiations and agreements, oral or written, with respect to its subject matter. This Release may not be amended except in a writing signed by all of the parties. No representations, warranties, agreements, or covenants have been made with respect to this Release, and in executing this Release, none of the parties is relying upon any representation, warranty, agreement, or covenant not set forth herein.

3. Acknowledgement. Each of the parties certifies to the other that it has read all of this Release and fully understands all of the same and that it has executed this Release after having had the opportunity to obtain legal advice as to such party's rights from legal counsel of its choice.

4. Power and Authority. Each of the parties represents and warrants to the other that it has the full power and authority to execute this Release, and to do any and all things reasonably required hereunder. Nothing herein shall constitute an admission of any liability or wrongdoing by any party hereto.

5. No Assignment. Franchisee represents and warrants to Franchisor that it has not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the released matters which are called for to be released by this Release now or in the future, that it is aware of no third party who contends or claims otherwise, and that it shall not after this time purport to assign, transfer, or convey any such claim.

6. Choice of Law. This Release shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the ~~State~~state of ~~California~~Delaware. If any legal action is necessary to enforce the terms and conditions of this Release, the parties hereby agree that any action sought to be brought by either party, shall be brought in the appropriate state or federal court covering Orange County, California, with jurisdiction over the matter.

7. Washington. This Release is inapplicable with respect to claims arising under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, and the rules adopted thereunder.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Release in multiple copies the day and year first above written.

ATTEST:

Amada Franchise, Inc.

By: _____

Title: _____

ATTEST/WITNESS:

FRANCHISEE:

By: _____

Title: _____

By: _____

Title: _____

State Effective Dates

EXHIBIT J-2

SAMPLE CONFIDENTIALITY, NON-DISCLOSURE
AND NON-COMPETITION AGREEMENT

WHEREAS, the undersigned is an officer, director, member, manager, key employee, partner or owner of an interest in the equity or voting interests of _____, the Franchisee under, and signatory to, that certain Franchise Agreement dated _____ (“Franchise Agreement”) entered into with Amada Franchise, Inc. (“Franchisor”) granting Franchisee the right to own and operate an Amada franchised business (“Franchised Business”) on the terms and conditions stated in the Franchise Agreement.

WHEREAS, the undersigned acknowledges that, in order to induce Franchisor to enter into the Franchise Agreement, Franchisee must cause certain persons owning an interest in Franchise or who are associated with Franchisee in an executive or similar capacity, to sign this Confidentiality, Non-Disclosure and Non-Competition Agreement (“Agreement”) for the benefit of Franchisor.

NOW, THEREFORE, the undersigned, having read this Agreement and understanding its terms, hereby agrees as follows:

1. Nondisclosure of Confidential Information.

a. The undersigned agrees not to disclose, duplicate, sell, reveal, divulge, publish, furnish or communicate, either directly or indirectly, any Confidential Information (as defined below) to any other person, firm or entity, unless authorized in writing by Franchisor.

b. The undersigned agrees not to use any Confidential Information for his or her own personal gain or to further the purposes of others, whether or not the Confidential Information has been conceived, originated, discovered or developed, in whole or in part, by the undersigned or represents the undersigned’s work product. To the extent the undersigned has assisted in the preparation of any information which Franchisor considers to be Confidential Information or has prepared or created such information by himself or herself, the undersigned hereby assigns any rights that he or she may have in such information as creator to Franchisor, including all ideas made or conceived by the undersigned.

c. The undersigned understands and agrees that the use, publication or duplication of the Confidential Information for any purpose not authorized by this Agreement constitutes an unfair method of competition by the undersigned.

d. The provisions of this paragraph 1 shall survive the expiration or termination of all contracts between Franchisor and Franchisee.

e. The provisions concerning non-disclosure of Confidential Information shall not apply if disclosure of Confidential Information is legally compelled in a judicial or administrative proceeding, provided the undersigned shall have used its best efforts, and shall have afforded Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be disclosed.

f. The term “**Confidential Information**” shall have the same meaning assigned to it in the Franchise Agreement. A copy of the relevant sections of the Franchise Agreement is attached to this Agreement as Schedule 1.

2. Return of Proprietary Materials.

Upon expiration or termination of the Franchise Agreement, the undersigned shall surrender to Franchisee, or, if directed by Franchisor, directly to Franchisor, all materials in the possession of the undersigned relating to or concerning any Confidential Information. The undersigned understands and agrees that such materials shall be and remain the sole property of Company.

3. Agreements Regarding Competition.

a. For purposes of this Paragraph 3 the term “**Competing Business**” shall mean a business that provides either or both (a) senior placement or referral services; (b) comprehensive care, including medical services, to private duty clients within their home; (c) employee staffing services to hospitals, skilled nursing facilities, doctors’ offices, assisted living communities, home health or hospice agencies; (d) services administering and/or coordinating care for long-term insurance claims; or (e) any other services or products Franchisor may now or in the future authorize Franchisee to offer or sell in connection with the operation of the Franchised Business.

b. For as long as the Franchise Agreement shall remain in effect, the undersigned agrees that he or she shall neither directly nor indirectly, whether individually, or through, on behalf of, as a member of, or in conjunction with any person, persons, partnership, corporation, or other legal entity, operate, advise on the development or operation of, be employed in a managerial or sales capacity by, or have any interest as an owner of any business, other than as a Franchisee of the Franchisor, that would be considered to be a Competing Business located anywhere in the world, provided, however, the restrictions stated in this paragraph shall not apply to the undersigned after twenty-four (24) months from the date that the undersigned ceases to be an officer, director, member, manager, key employee, partner or owner of an interest in the equity or voting interests in Franchisee.

c. For a period of twenty-four (24) months after expiration or termination of the Franchise Agreement, or an event of transfer as defined in the Franchise Agreement, whichever occurs first, the undersigned agrees that it, he or she shall neither directly nor indirectly, whether individually, or through, on behalf of, as a member of, or in conjunction with any person, persons, partnership, corporation, or other legal entity, operate, advise on the development or operation of, be employed in a managerial or sales capacity by, or have any interest as an owner of any business, other than as a Franchisee of the Franchisor, that would be considered to be a Competing Business within twenty-five (25) miles of any franchise or corporate-owned Amada location or territory under a development agreement.

d. This Agreement does not prohibit the undersigned from owning five percent (5%) or less of the voting stock of a company that is in a Competing Business and whose shares are publicly traded on a national exchange.

e. The parties understand and agree that the undersigned may engage in any activities not expressly prohibited by this Agreement. However, in connection with permitted activities, the undersigned shall not (i) use the Confidential Information or any of the Marks (as that term is defined in the Franchise Agreement); (ii) engage in any conduct or activity which suggests or implies that Franchisor endorses, or authorizes, the undersigned’s activities; or (iii) induce any person to engage in conduct prohibited by this Agreement.

4. Interference.

The undersigned agrees not to, directly or indirectly, for itself or on behalf of any other person, divert, or attempt to divert, any business or customer of any Franchised Business to any competitor by direct or indirect inducement or perform any act which directly or indirectly could, or may, injure or prejudice the goodwill and reputation of the Marks or the Franchisor's system.

5. Irreparable Harm to Franchisor.

a. The undersigned understands and agrees that Franchisor will suffer irreparable injury not capable of precise measurement in monetary damages if it discloses or misuses any Confidential Information, or if the undersigned breaches the covenants contained in this Agreement. Accordingly, in the event of a breach of this Agreement by the undersigned, the undersigned consents to entry of interim relief, including, without limitation, the entry of a temporary restraining order, preliminary injunction, permanent injunction, writ of attachment, appointment of a receiver, and any other equitable relief which the court deems necessary in order to prevent irreparable injury, all without the requirement that bond be posted.

b. The undersigned agrees that the award of equitable remedies to Franchisor in the event of such breach is reasonable and necessary for the protection of the business and goodwill of Company.

6. Survival.

The agreements made by the undersigned shall survive the expiration or termination of all contracts between Franchisor and Franchisee.

7. Validity; Conformity With Applicable Law.

a. Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited thereunder, the provision shall be ineffective only to the extent of the prohibition or invalidity without invalidating the remainder of this Agreement.

b. The parties agree that the laws of the state where the Franchised Business is located shall govern any dispute concerning or involving the construction, interpretation, validity or enforcement of the provisions of this Agreement regarding competition, but only with respect to the subjects covered in Paragraph 3.

8. Miscellaneous.

a. Any waiver granted to the undersigned by Franchisor excusing or reducing any obligation or restriction imposed under this Agreement shall be evidenced by a writing signed by Franchisor in order to be effective and shall only be effective to the extent specifically allowed in such writing. No waiver granted by Franchisor shall constitute a continuing waiver. Any waiver granted by Franchisor shall be without prejudice to any other rights Franchisor may have. The rights and remedies granted to Franchisor are cumulative. No delay on the part of Franchisor in exercising any right or remedy shall preclude Franchisor from fully exercising such right or remedy or any other right or remedy.

b. This Agreement sets forth the entire agreement made by the undersigned pertaining to the subject matter hereof, fully superseding any and all prior agreements or understandings that may exist between the undersigned and the Franchisor pertaining to such subject matter. No amendment, change,

modification or variance to or from the terms and conditions contained in this Agreement shall be binding on the undersigned unless it is contained in a writing and duly signed by the undersigned and Franchisor.

c. This Agreement shall be binding on the undersigned's heirs, executors, successors and assigns as though originally signed by such persons.

d. The parties agree that all capitalized terms in this Agreement shall have the same meaning assigned to them in any Franchise Agreement between Franchisor and Franchisee, and incorporate such definitions into this Agreement.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date shown above the undersigned's signature.

DATED: _____

Signature of Individual

Print Name of Individual

EXHIBIT J-3

SAMPLE COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned (“Assignor”) hereby assigns, transfers and sets over unto Amada Franchise, Inc., a Delaware corporation, (“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 (“Lease”) respecting premises (“Premises”) located at _____ . 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 Collateral 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 between Assignee and Assignor (“Franchise Agreement”), or in the event of a default by Assignor under any document or instrument securing 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 initial term of the Franchise Agreement and any successor terms 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]

SAMPLE CONSENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the aforementioned Lease hereby:

a. Agrees to notify Assignee in writing 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 thirty (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 System 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 System franchisee.

[SIGNATURES AT END OF EXHIBIT]

IN WITNESS WHEREOF, this Collateral Assignment of the Lease has been executed on

ASSIGNOR:

Print Name: _____

Title: _____

ASSIGNEE

Print Name: _____

Title: _____

LESSOR

Print Name: _____

Title: _____

EXHIBIT J-4

SAMPLE SKILLED CARE SERVICES ADDENDUM

THIS SKILLED CARE SERVICES ADDENDUM to the Franchise Agreement (“**Agreement**”) is entered into on _____ (“**Addendum Effective Date**”) by and between **Amada Franchise, Inc.**, (“**Franchisor**”) and _____, (“**Franchisee**”). Franchisor and Franchisee may sometimes be referred to in the singular as a “Party” or jointly as the “Parties.”

WHEREAS, the Franchisor and Franchisee entered into the Agreement on _____ pursuant to which Franchisee acquired the exclusive right to open and operate a Franchised Business within the Designated Area defined in the Agreement.

WHEREAS, Franchisee desires to offer to its clients ancillary services relating to skilled care services, as defined below (“**Skilled Care**”) within the Designated Area defined in the Agreement.

WHEREAS, Franchisee acknowledges that performing Skilled Care requires special skills, training, licensure and, potentially, accreditation for health care facilities and services in the state where the Franchise Business is located (the “**Accrediting Agency**”).

WHEREAS, Franchisor is willing to grant Franchisee the right to provide Skilled Care in connection with the operation of the Franchised Business, subject to the terms of this Addendum.

NOW, THEREFORE, the undersigned, having read this Addendum and understanding its terms, hereby agrees as follows:

1. Skilled Care Defined. For purposes of this Addendum, “**Skilled Care**” means a comprehensive home and community based model of care for clients, ordered by a physician and provided by licensed professional care staff. Examples of skilled care in the home include, but are not limited to, case management, vital signs monitoring, medication management, wound care, enteral nutrition, continence care, lab draws, geriatric assessments, infusion therapy, chemotherapy, ventilator support, memory care, physical therapy, occupational therapy, and speech therapy.

2. Franchisor Approval. Upon satisfaction of the requirements as defined in the Amada Senior Care Skilled Care Services Program, Franchisor hereby grants Franchisee the right to offer Skilled Care in connection with the operation of the Franchised Business, subject to the terms and conditions herein. Franchisee acknowledges and understands that Franchisor reserves the right to revoke such approval for any reason at any time during the term of this Agreement by providing Franchisee thirty (30) days’ written notice. Franchisor reserves the right to no longer provide Skilled Care services and thereby revoke approval for any and all Franchisees then providing Skilled Care, obligating Franchisee to perform all required actions in response to Franchisor’s revoked approval in order to comply with state and federal laws.

3. Franchisee Representations. Franchisee represents that, as of the Addendum Effective Date, Franchisee or its Owners:

- (a) Meet the minimum participation criteria for the Skilled Care Services Program;
- (b) Have contracted with a Franchisor approved third-party consulting firm;

(c) Do not have any uncured defaults under the Agreement;

(d) Are in full compliance with all federal, state, and local laws and regulations and have obtained all applicable licenses and permits, including all requirements under the applicable Nurse Practice Act and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);

(e) Have executed a Business Associate Agreement with Franchisor to comply with HIPAA and applicable state law;

(f) Have not and will not become a Medicare-certified agency billing Medicare for Skilled Care services; and

(g) Are in full compliance with all federal, state, and local requirements pertaining to personnel and staffing requirements.

4. Requirements to Begin Providing Skilled Care. To have the right to begin to offer Skilled Care subject to this Addendum and the Agreement, Franchisee must provide Franchisor with written proof of all of the following:

(a) Franchisee has successfully contracted with a Franchisor approved third-party consulting firm that provides comprehensive training and support relating to Skilled Care;

(b) Franchisee is in full compliance with the Agreement (to the extent documentation is requested);

(c) Franchisee has obtained all applicable licenses and permits and is in full compliance with all federal, state, and local laws and regulations, including as required by the applicable Nurse Practice Act;

(d) Franchisee has created policies and procedures necessary to comply with HIPAA and applicable state law;

(e) Franchisee has obtained and continues to maintain in full force and effect all insurance policies required by the Agreement to provide Skilled Care;

(f) If applicable, within six (6) months after the Addendum Effective Date, the Franchised Business must have completed all requirements of an Accrediting Agency for accreditation of its Skilled Care services and Franchisee must continue to maintain such accreditation during the term of this Agreement; and

(g) If applicable, Franchisee has complied with all requirements for creating a separate affiliated entity as set forth in Section 8.

5. Requirements Applicable to Resales. If the non-medical or medical business operated pursuant to the Agreement was acquired from an entity already providing Skilled Care and approval is granted by Franchisor; then, in addition to the requirements as detailed in Sections 3 and 4, Franchisee will have the right to continue to provide Skilled Care if,

(a) within one (1) month after acquiring the business Franchisee provides evidence that Franchisee has successfully contracted with an approved third-party consulting firm that provides comprehensive training and support relating to Skilled Care; and

(b) within six (6) months after acquiring the business Franchisee must have completed all requirements of the Accrediting Agency, if applicable, for accreditation of its Skilled Care services as of the date that Franchisee acquired the Franchised Business and Franchisee must continue to maintain such accreditation during the term of this Addendum. If Franchisee fails to comply with the foregoing requirements, upon delivery of written notice to Franchisee, Franchisor has the right to revoke its approval of the right to provide Skilled Care.

6. Franchisee Continuing Obligations. Franchisee acknowledges and agrees that to continue providing Skilled Care it must:

(a) Maintain or renew any health care or employment related permits, licenses, certifications or other indications of authority necessary for providing Skilled Care;

(b) Maintain ongoing support from a Franchisor approved third-party consulting firm;

(c) Maintain documented policies and procedures necessary to comply with HIPAA and applicable state law, including records showing that Franchisee's employees are trained within the mandated time frame pursuant to state or federal law on the content of those policies and procedures or other requisite content;

(d) Be in full compliance, without any uncured defaults, of the Agreement and this Addendum;

(e) Be in full compliance with all federal, state, and local laws and regulations and have obtained all applicable licenses and permits, including all requirements under the applicable Nurse Practice Act; and

(f) Have not become a Medicare-certified agency billing Medicare for Skilled Care services.

(g) If Franchisee, at any time, fails to continue to satisfy the requirements of this Section, Franchisor will have the right to terminate the approval granted to Franchisee to provide Skilled Care, as provided in Section 2 of this Addendum.

7. Limited Support Services. Franchisee acknowledges and agrees that Franchisor does not currently provide operational or marketing support ("**Support Services**") for Skilled Care, although Franchisor reserves the right to do so in the future at its sole discretion. Franchisee acknowledges that, unless Franchisor offers any Support Services, all Support Services shall be provided by an approved third-party consulting organization that Franchisor approves of in advance. The foregoing notwithstanding, Franchisor may, in its sole discretion, provide Franchisee with marketing templates or materials, for a website, print, radio or television, for use by the Franchisee in connection with providing Skilled Care. However, Franchisee is solely responsible for ensuring that any such marketing material complies with all applicable federal, state, and local laws and regulations.

8. Affiliated Entity. If Franchisee desires or is required by applicable laws to create a separate legal entity to perform Skilled Care services (an "**Affiliated Entity**"), Franchisee agrees that it shall cause the Affiliated Entity to sign the Joinder to Amada Franchise Agreement attached hereto as Exhibit 1, pursuant to which such Affiliated Entity shall agree to be bound by the terms and conditions contained in the Agreement and this Addendum. Franchisee understands and acknowledges that the rights and duties created by the Agreement and this Addendum are personal to Franchisee and that Franchisor has granted Franchisee the right to offer Skilled Care in reliance on many factors, including meeting the

minimum participation criteria for the Skilled Care Services Program, the individual or collective character, skill, aptitude and business and financial capacity of Franchisee and Franchisee's principals. Accordingly, unless otherwise approved by Franchisor in writing, Franchisee and the Affiliated Entity must have the same ownership, which shall be disclosed to Franchisor on Attachment B of the Agreement.

9. Continuation of Franchised Business. In the event the Franchised Business's ability to offer Skilled Care is in any way suspended, revoked, or terminated by any federal, state, or local governmental agency or Franchisor, the Franchised Business will continue to provide Core Services throughout the remainder of the term of the Agreement; further, pursuant to the applicable section of the Agreement, Operating Principal will continue to exert its best efforts to the supervision and conduct of the Franchised Business.

10. Fees and Reporting. Gross Billings from the performance of Skilled Care services shall be subject to the same fees and payment obligations that apply to the Franchised Business generally; provided, however, that with regard to Gross Billings from Skilled Care services, Franchisee's contribution to the Advertising Fund shall initially be equal to 0.25% of Gross Billings but may be increased upon thirty (30) days' notice from Franchisor to no more than 1% of Gross Billings. Despite the foregoing, Gross Billings from Skilled Care services shall be segregated from other Gross Billings within reports provided to Franchisor, as required by the Agreement. The following chart lists Minimum Gross Billings Standards that are applicable to Skilled Care services in the Designated Territory:

<u>Year</u>	<u>Gross Billings*</u>
<u>By the end of Franchisee's First Year**</u>	<u>\$37,500</u>
<u>By the end of Franchisee's Second Year</u>	<u>\$75,000</u>
<u>By the end of Franchisee's Third Year</u>	<u>\$125,000</u>
<u>By the end of Franchisee's Fourth Year</u>	<u>\$187,500</u>
<u>By the end of Franchisee's Fifth Year</u>	<u>\$225,000</u>
<u>By the end of Franchisee's Sixth Year</u>	<u>\$300,000</u>
<u>By the end of Franchisee's Seventh Year</u>	<u>\$300,000</u>
<u>By the end of Franchisee's Eighth Year</u>	<u>\$300,000</u>
<u>By the end of Franchisee's Ninth Year</u>	<u>\$300,000</u>
<u>By the end of Franchisee's Tenth Year</u>	<u>\$300,000</u>

The Minimum Gross Billings Standards that are applicable to Skilled Care services commence upon the signing of this Addendum. Gross Billings obtained from Skilled Care services outside of the Designated Territory including in any Contiguous Area may not be used to meet the Minimum Gross Billings Standards for Skilled Care services. Franchisee acknowledges and agrees that Franchisor may require Franchisee to obtain and use, at Franchisee's sole cost and expense, a separate point-of-sale system for Skilled Care services.

11. Compliance with System. Franchisee agrees, upon request, to provide evidence of compliance with Agreement, this Addendum and Franchisor's System, as it is defined in the Agreement. Franchisee agrees to contract with a third-party Skilled Care consulting firm approved by Franchisor, and to satisfy any other requirements established from time to time by Franchisor that Franchisor believes are necessary for a Franchised Business to continue offering Skilled Care, including but not limited to attending additional training related to Skilled Care as directed by Franchisor and acquiring any and all applicable insurance coverages. Franchisor reserves the right to charge a fee for providing Franchisee continuing educational training programs, seminars, or webinars, which Franchisor provides at its sole discretion.

12. Relationship of the Parties/Indemnification. In all dealings with third parties, including, without limitation, franchisees, employees, suppliers, and clients, Franchisee must disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Addendum is intended by the parties hereto to create a fiduciary or employment relationship between them nor to constitute Franchisee as a subsidiary, joint venture, partner, agent or employee of Franchisor for any purpose whatsoever. Franchisee must fully protect, indemnify and hold Franchisor and its owners, directors, officers, successors and assigns harmless from and against any and all claims, demands, damages and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of Franchisee's business and the providing of Skilled Care services (regardless of whether or not caused by Franchisee's negligent or willful failure or failure to act).

13. Employees. Franchisee acknowledges and agrees that Franchisee has sole responsibility and authority for Franchisee's labor relations and employment practices, including, among other things, employee selection, hiring, promotion, supervision, termination, recordkeeping, wage and hour requirements including hours worked, rates of pay, benefits, work assigned, discipline, adjustments of grievances and complaints, and working conditions. Franchisee's employees are exclusively under the Franchisee's control. No employee providing Skilled Care will be deemed to be an employee of Franchisor for any purpose whatsoever, and nothing in this Addendum in any way shifts any employee or employment related responsibility from Franchisee to Franchisor. Franchisee is responsible for and assumes liability for compliance with all applicable federal and state employment practices, pertaining to providing Skilled Care as well as compliance with HIPAA.

14. Intellectual Property Belongs to Franchisor. If Franchisee, Franchisee's employees, or principals develop any new concept, process, manual or improvement in the operation or promotion of the Franchised Business, including the offering of Skilled Care, Franchisee will promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any such concept, process, or improvement will become Franchisor's sole property and Franchisor will be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related thereto. Franchisee and Franchisee's principals hereby assign to Franchisor any rights Franchisee may have or acquire therein, including the right to modify such concept, process or improvement, and otherwise waive and/or release all rights of restraint and moral rights therein and thereto. Franchisee and Franchisee's principals agree to assist Franchisor in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agree to execute and provide Franchisor with all necessary documentation for obtaining and enforcing such rights. Franchisee and Franchisee's principals hereby irrevocably designate and appoint Franchisor as Franchisee's agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that the foregoing provisions of this section are found to be invalid or otherwise unenforceable, Franchisee and Franchisee's principals hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the concept, process, manual or improvement to the extent such use or sublicense would, directly or indirectly infringe Franchisee's rights therein.

15. Capitalized Terms. All capitalized terms not defined in this Addendum have the same meaning as in the Agreement.

16. Not Transferrable by Franchisee. The terms of this Addendum are personal to Franchisee and are not transferrable by Franchisee with the sole exception that an Affiliated Entity may obtain these rights by signing herein and complying with each of the Franchisee's obligations.

17. No Further Changes. Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Agreement will remain in full force and effect as originally written and signed.

FRANCHISOR:

AMADA FRANCHISE, INC.
a Delaware corporation

By: _____

Printed Name: _____

Title: _____

Effective Date: _____

FRANCHISEE:

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Exhibit 1

SAMPLE Joinder to Amada Franchise Agreement

This Joinder to Amada Franchise Agreement (this “Joinder”) is executed by the undersigned (the “Affiliated Entity”) pursuant to the terms of that certain Skilled Care Services Addendum, dated _____, by and between Amada Franchise, Inc. and _____ (as such agreement may be amended or supplemented from time to time, the “Franchise Agreement”). Capitalized terms used but not defined herein have the respective meanings ascribed to such terms in the Franchise Agreement. By the execution of this Joinder, the Affiliated Entity signing below agrees as follows:

1. Acknowledgment. The Affiliated Entity acknowledges that such Affiliated Entity is permitted to perform Skilled Care services under the Skilled Care Services Addendum that is attached to and made part of the Franchise Agreement, subject to all of the terms and conditions of the Franchise Agreement.

2. Agreement. The Affiliated Entity (i) agrees that such Affiliated Entity will be bound by and subject to the terms of the Franchise Agreement, and (ii) hereby agrees to be bound by the terms and conditions of the Franchise Agreement with the same force and effect as if the Affiliated Entity were originally a party thereto.

3. Notice. Any notice required or permitted by the Franchise Agreement may be given to the Affiliated Entity at the same address that notice is permitted to be given to Franchisee under the Franchise Agreement.

EXECUTED AND DATED as of _____.

AMADA FRANCHISE, INC.

By: _____

Name: _____

Title: _____

Accepted and Agreed:

AFFILIATED ENTITY:

By: _____

Name: _____

Title: _____

EXHIBIT J-5

SAMPLE BUSINESS ASSOCIATE AGREEMENT

1. PREAMBLE AND DEFINITIONS.

1.1. Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), ("Covered Entity") and Amada Franchise, Inc. or any of its corporate affiliates ("Amada" or "Business Associate"), enter into this Business Associate Agreement ("BAA") for the purposes of complying with the Privacy Rule, the Security Rule and the Breach Notification Rule, each as defined at 45 C.F.R. part 160 and part 164, issued by the United States Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accessibility Act of 1996 ("HIPAA"), as amended by the final regulations promulgated pursuant to the Health Information Technology for Economic and Clinical Health (such regulations, "HITECH") Act (Division A, Title XIII and Division B, Title IV of Pub. L. No. 111-5) (which was part of the American Recovery and Reinvestment Act of 2009) and applicable state law, as of the "Effective Date" of the Franchise Agreement.

1.2. The Parties' performance under the Franchise Agreement may require Covered Entity to disclose and/or provide to Amada private and/or protected health and/or medical information as designated under, and governed by, applicable state law and Individually Identifiable Health Information and/or Electronic Protected Health Information as defined in HIPAA and/or HIPAA regulations and may or will require Amada to receive, access, review, maintain, retain, modify, record, store, forward, produce, hold, use, create, disclose, and/or destroy such Protected Health Information ("PHI") (as defined under the HIPAA Rules).

1.3 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act") and under the American Recovery and Reinvestment Act of 2009 ("ARRA"), this BAA also reflects federal breach notification requirements imposed on a Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party.

1.4 Unless the context indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.

2.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.2 Business Associate agrees to use appropriate physical, technical and administrative safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

2.3 The Business Associate agrees to report without unreasonable delay to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware of, but in no case later than five calendar days of discovery. Such notice shall include the identification of each individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available.

2.4 Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any representatives, subcontractors, persons and/or entities (other than entities that are merely conduits) that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.5 Business Associate agrees to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.

2.6 Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

3.1 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA.

3.2 Except as otherwise provided in this BAA, Business Associate may use PHI for its proper management, perform functions and administration or to carry out its legal responsibilities or on behalf of the Covered Entity, as permitted under applicable law or specified in this BAA.

3.3 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

3.4 Business Associate may use or disclose PHI as Required By Law, including to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity agrees that it will comply with HIPAA, as amended, including all regulations implementing HIPAA, the Privacy Rule as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules, and any state-specific laws protecting the privacy and confidentiality of various types of health information.

4.2 Covered Entity will use appropriate safeguards to protect the privacy, security, and integrity of PHI and train its employees on the policies and procedures necessary to comply with HIPAA including all regulations implementing HIPAA.

4.3 Covered Entity will obtain all consents, permission or authorizations necessary and/or required by law for Covered Entity prior to furnishing Business Associate PHI in order to fulfill their obligations under the BAA.

4.4 Covered Entity will provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

4.5 Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

4.6 Covered Entity will notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

4.7 Upon any suspected or actual breach, unauthorized disclosure of the PHI or breach of the BAA, Covered Entity will meet and confer in good faith with Business Associate before notifying affected individuals, government agencies, and/or commencing any legal action.

5. TERM AND TERMINATION.

5.1 This BAA shall terminate upon the earlier of either the discharge of Business Associate's obligations under the Franchise Agreement, when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information or if either party terminates for cause as authorized under Section 5.2.

5.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed 14 days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA, upon written notice to the other party.

5.3 Covered Entity acknowledges that due to the relationship with Business Associate, it will not be feasible for Business Associate to return or destroy PHI after the termination of the Franchise Agreement. Business Associate will continue to extend the protections of this Agreement to PHI and limit further uses and disclosures of such PHI for so long as the Business Associate maintains such PHI.

6. MISCELLANEOUS.

6.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.

6.2 This BAA shall be interpreted in the following manner:

(a) Any ambiguity shall be resolved in favor of a meaning that permits Business Associate to comply with the HIPAA Rules.

(b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

(c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

6.3 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Franchise Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

6.4 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

6.5 Except as otherwise provided in the BAA, there are no third-party beneficiaries to the BAA. Business Associate's obligations are to the Covered Entity only.

6.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this BAA as of the below date.

FRANCHISOR:

AMADA FRANCHISE, INC.
a Delaware corporation

By: _____

Printed Name: _____

Title: _____

Effective Date: _____

FRANCHISEE (COVERED ENTITY):

By: _____

Printed Name: _____

Title if an entity: _____

Date Signed: _____

EXHIBIT J-6

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment (“Agreement”) is entered into this _____ between Amada Franchise Inc., (“Franchisor”), Delaware limited liability company _____, (“Former Franchisee”), the undersigned owners of Former Franchisee (“Owners”) and _____, [a/an Formation State] [corporation/limited liability company] (“New Franchisee”).

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____ (“Former Franchise Agreement”), in which Franchisor granted Former Franchisee the right to operate an Amada Senior Care franchise located at _____ (“Franchised Business”); and

WHEREAS, Former Franchisee desires to assign (“Requested Assignment”) the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement, including that New Franchisee sign Franchisor’s current form of franchise agreement together with all exhibits and attachments thereto (“New Franchise Agreement”), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement (“Franchisor’s Assignment Fee”).

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee’s signing the New Franchise Agreement pursuant to Section 5 of this Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor’s Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee's rights to operate the Franchised Business are terminated and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New Franchise Agreement. Former Franchisee and the undersigned Owners agree to comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of an Amada Senior Care franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee, and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Agreement, the term “Affiliates” has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state where the Franchised Business is located.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

AMADA FRANCHISE, INC.

By: _____
Printed Name: _____
Title: _____

FORMER FRANCHISEE:

By: _____
Printed Name: _____
Title: _____

NEW FRANCHISEE:

By: _____
Printed Name: _____
Title: _____

EXHIBIT J-7

**SAMPLE AUTHORIZATION
TO INITIATE DEBIT ENTRIES**

_____, the undersigned franchisee, hereby authorizes Amada Franchise, Inc. to initiate debit entries to its 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 fees and other amounts that become payable by the undersigned to Amada Franchise, Inc.:

Depository Name: _____

Depository Branch: _____

Depository Address: _____

Depository City, State, and 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 Amada Franchise, Inc. has received advance written notification of its termination from the undersigned in such manner as to afford Amada Franchise, Inc. and Depository reasonable time and opportunity to act upon such notification.

IN WITNESS WHEREOF, this authorization has been executed on _____.

FRANCHISEE:

FRANCHISEE:

By: _____

By: _____

Title: _____

Title: _____

Phone No.: _____

Phone No.: _____

EXHIBIT J-8

SAMPLE CONSENT TO TRANSFER

This Consent to Transfer Agreement (“**Agreement**”) is made and entered into this _____ (“**Effective Date**”), by and between Amada Franchise, Inc., a Delaware corporation (“**Franchisor**”), _____ (“**Former Franchisee**”), _____ (“**Former Owners**”), _____ (“**New Franchisee**”) _____ (“**New Owners**”).

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____ (“**Franchise Agreement**”), granting to Former Franchisee the right to operate an Amada Senior Care business (“**Franchised Business**”) within the Designated Territory set forth under the Franchise Agreement in the _____ market;

WHEREAS, Former Franchisee desires to assign (“**Requested Assignment**”) the Franchised Business to New Franchisee and New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment upon the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements, covenants and undertakings herein contained and other valuable consideration, the adequacy of which is acknowledged by all parties, the parties hereby covenant, promise, and agree as follows:

1. Recitals. The above Recitals are hereby incorporated into and made part of this Agreement. Capitalized terms not defined in this Agreement shall have the meanings set forth in the Former Franchise Agreement or New Franchise Agreement.

2. Transfer Fee. The amount payable by Former Franchisee and New Franchisee to Franchisor shall total \$ _____ (“**Transfer Fee**”). The Transfer Fee concurrent with execution of this Agreement and as a condition to the effectiveness of this Agreement.

3. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Franchise Agreement and all exhibits, attachments and amendments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement. New Franchisee does hereby assume all right, title and interest of every kind and character whatsoever in, to or with respect to the Franchise Agreement. Former Franchisee and Former Owners shall remain liable for all direct and indirect obligations owed to Franchisor in connection with the Franchised Business operated pursuant to the Franchise Agreement arising prior to the Effective Date of this Agreement, and this Agreement shall not be construed to be a waiver or forbearance of any such obligations. New Franchisee hereby assumes the Franchised Business and agrees to perform all of the duties and obligations, and abide by all of the covenants, terms and conditions heretofore applicable to Former Franchisee as the franchisee under the Franchise Agreement.

4. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee conditioned upon the mutual execution of this Agreement by all parties and New Franchisee entering into a franchise agreement with Franchisor within seven days of the Effective Date of this Agreement.

Franchisor waives its right of first refusal set forth in the Franchise Agreement. The new franchise agreement for New Franchisee will only become effective upon the completion of the assignment set forth herein. Former Franchisee and New Franchisee agree that any payments owed to Former Franchisee by New Franchisee related to the Requested Assignment shall be subordinated to payments owed by New Franchisee to Franchisor.

5. Representations by Former Franchisee and Former Owners. Former Franchisee and Former Owners each warrant and represent that: (a) Neither Former Franchisee nor any Former Owners (nor anyone or any entity acting on behalf of or in the name of Former Franchisee or any Former Owners) has heretofore assigned, impaired, conveyed or disposed of any interests in the Franchise Agreement; and (b) Former Franchisee and Former Owners have done no acts nor omitted to do any act which might prevent Franchisor from, or limit Franchisor in, acting upon or under any of the provisions herein or the Franchise Agreement.

6. Representation By New Franchisee and New Owners. New Franchisee and New Owners each represent and warrant that New Franchisee is duly formed, validly existing and in good standing under the laws of the State of _____, and has full power and authority to consummate the transactions contemplated under this Agreement.

7. Franchisee's Contact Information. Former Franchisee and Former Owners each agree to keep Franchisor informed of its current address and telephone number at all times during the three (3) year period following the execution of this Agreement.

8. Acknowledgements. Former Franchisee and New Franchisee each acknowledge and agree that the purchase of the rights to the Franchised Business ("Transaction") occurred between Former Franchisee and New Franchisee. Former Franchisee and New Franchisee also acknowledge and agree that Franchisor's involvement was limited to the approval of Requested Assignment and providing New Franchisee a franchise agreement. New Franchisee agrees that any claims, disputes, or issues relating to New Franchisee's acquisition of the Franchised Business from Former Franchisee are between New Franchisee and Former Franchisee, and shall not involve Franchisor. Former Franchisee and New Franchisee each represent and warrant to Franchisor that the Transaction has been completed correctly under all applicable laws such that it shall be effective in the manner and on the Effective Date set forth in this Agreement.

9. Further Actions. Each of the parties to this Agreement agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.

10. Release and Ongoing Obligations. Former Franchisee and Former Owners agree to sign the General Release attached hereto as **Exhibit A**. Former Franchisee and Former Owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the transfer of the Franchise Agreement including, but not limited to, the post-termination covenant not to compete, confidentiality and the terms of the Confidentiality, Non-Disclosure and Non-Competition Agreement.

11. **Termination of Rights to Franchised Business.** The parties acknowledge and agree that as of the Effective Date, the Former Franchise Agreement shall terminate and all of Former Owners' and Former Franchisee's rights to operate the Franchised Business are terminated and that from the Effective Date, only New Owner and New Franchisee shall have the sole rights to operate the Franchised Business under the New Franchise Agreement. Former Owners and Former Franchisee agree to comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement, including but not limited to: (i) the non-

competition and non-solicitation covenants in Section _____ of the Former Franchise Agreement; (ii) the post-termination obligations in Article _____ of the Former Franchise Agreement; (iii) the indemnification obligations in Article _____ of the Former Franchise Agreement; (iv) the continuing obligations in the Personal Guaranty and Assumption of Obligations in Attachment _____ of the Former Franchise Agreement; (v) the Spousal Guaranty in Attachment D of the Former Franchise Agreement; and (vi) that certain Confidentiality, Non-Disclosure and Non-Competition Agreement, which obligations, covenants and agreements shall continue in full force and effect.

12. New Franchise Agreement. New Owner and New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by those certain transfer addenda attached thereto), and any other required contracts for the operation of the Franchised Business as stated in Franchisor's Franchise Disclosure Document.

13. Breach. The Parties hereby agree that each of the matters stated herein are important, material, and confidential, and substantially affect the effective and successful conduct of the business of Franchisor and its reputation, and goodwill. Any breach of the terms of this Agreement will result in substantial and irreparable injury to Franchisor, for which the breaching party may be preliminarily and permanently enjoined and for which the breaching party shall also pay to Franchisor all damages (including, but not limited to, compensatory, incidental, consequential and lost profits damages) which arise from the breach, together with interest, costs and Franchisor's reasonable attorneys' fees (through final unappealable judgment) to enforce this Agreement. This Agreement does not limit any other remedies available at law or in equity available to Franchisor.

14. No Waiver. Franchisor may waive a provision of this Agreement only in writing executed by an authorized representative. No party shall rely upon any oral representations as to a waiver of any provision of this Agreement. No waiver by a party of a breach by another party of any provision of this Agreement shall operate or be construed as a waiver of any subsequent breach by the breaching party.

15. Assignment. This Agreement is fully transferable by Franchisor. New Franchisee and/or New Owners shall not assign, convey, sell, delegate or otherwise transfer this Agreement or any right or duty hereunder without first complying with all assignment provisions set forth in the Franchise Agreement, and first obtaining Franchisor's prior written consent.

16. Binding Agreement. This Agreement shall be binding upon the parties' heirs, successors, assigns, and legal representatives. This Agreement shall be enforceable by the successors and assigns of Franchisor, any person or entity which purchases substantially all of the assets of Franchisor, and any subsidiary, affiliate, or operation division of Franchisor.

17. Choice of Law and Venue. This Agreement shall be construed in accordance with and governed for all purposes in accordance with the choice of venue and choice of law provisions set forth in the Franchise Agreement.

18. Severance and Reformation. In case any one or more of the provisions or restrictions contained in this Agreement, or any part thereof, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or restrictions of this Agreement. In case any one or more of the provisions or restrictions contained in this Agreement shall, for any reason, be held to be unreasonable, improper, overbroad or unenforceable in any manner, it is agreed that they are divisible and separable and should be valid and enforceable to the extent allowed by law. The intention of the Parties is that Franchisor shall be given the broadest protection allowed by law with respect to this Agreement.

19. Entire Agreement. No change, addition, deletion or amendment of this Agreement shall be valid or binding upon either party unless in writing and signed by the parties. Insofar as matters within the scope of this Agreement are concerned, this Agreement is the entire agreement between the Parties and replaces and supersedes all prior agreements and understandings pertaining to the matters addressed in this Agreement. There are no oral or other agreements or understandings between the Parties affecting this Agreement.

20. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed to constitute one and the same instrument, and each counterpart shall be deemed an original.

21. Further Assurance. Each of the parties will, upon reasonable request of the other, sign any additional documents necessary or advisable to fully implement the terms and conditions of this Agreement.

22. Reaffirmation. Except as specifically modified by this Agreement, all of the terms and conditions of the Franchise Agreement (including provisions for notice, construction, and dispute resolution) are reaffirmed in their entirety. In the event of any inconsistency between the provisions of the Franchise Agreement and this Agreement, the terms of this Agreement shall control.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties affix their signatures and execute this Agreement to be made effective as of the Effective Date.

FRANCHISOR:
AMADA FRANCHISE, INC.

FORMER OWNER:
(OWNER 1)

(Name), (Title)

(Owner 1), Individually

Date:

Date:

FORMER FRANCHISEE:
(FORMER FRANCHISEE)

NEW OWNER:
(OWNER 2)

By:
(Owner 1), Owner

(Owner 2), Individually

Date:

Date:

NEW FRANCHISEE:
(NEW FRANCHISEE)

By:
(Owner 2), Owner

Date:

EXHIBIT J-9

SAMPLE E-2 ADDENDUM TO FRANCHISE AGREEMENT

This Addendum to Franchise Agreement (“Addendum”) is made and entered into on (the “Effective Date”), by and between Amada Franchise, Inc., a Delaware corporation (“Franchisor”) and _____ (Collectively, “Owners”).

BACKGROUND

A. Franchisor and _____ (“Franchisee”) are parties to that certain Amada Senior Care® Franchise Agreement dated _____, (the “Franchise Agreement”), pursuant to which Franchisee was granted the right and undertook the obligation to operate an Amada Senior Care® business within the Designated Territory (“Franchised Business”), as defined in the Franchise Agreement.

B. Owners are citizens of a foreign country and do not have the right to reside permanently in the United States. Owners have applied for an E-2 visa to allow for the right to live in the United States for an extended period.

C. Owners acknowledge the risk that Owners may be denied an E-2 visa by the U.S. government, which decision is entirely outside of Franchisor’s control. Owners further acknowledge that the inability of Owners to reside in the United States may prevent Franchisee from operating the Franchised Business in accordance with the Franchise Agreement.

D. Franchisor is willing to award Franchisee the Franchise Agreement, under the terms and conditions set forth in this Addendum.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisor, Owners, and Franchisee hereby agree as follows:

AGREEMENT

1. Definitions; Conflicts. Unless otherwise specifically indicated, capitalized terms used but not defined in this Addendum shall have the meanings provided in the Franchise Agreement. In the event of any conflict between any of the terms and conditions contained in this Addendum and the terms and conditions contained in the Franchise Agreement, the terms and conditions contained in this Addendum shall control.

2. Opening and Home Care License. Owners understand and acknowledge that Owners’ immigration status may delay or complicate the process of Franchisee’s ability to acquire the state home care license required to offer and sell certain services, including Senior Care. Owners further acknowledge that Owners’ immigration status is likely to cause Franchisee to incur additional expenses to open or operate its business, which may include additional insurance expenses and travel expenses. Any delay in acquiring, or inability to acquire, such a license shall not affect Franchisee’s obligations under the Franchise Agreement.

3. Minimum Gross Billings and Minimum Royalties. Franchisee acknowledges and agrees that it will be subject to the Minimum Gross Billings Standards as stated in Section 1.5 of the Franchise Agreement and the Minimum Royalty Fees as stated in Section 4.3 of the Franchise Agreement for the entire term of the Franchise Agreement, without regard to the Owners' immigration status.

4. Option to Terminate. If, at any time during the term of the Franchise Agreement, Owners lose the right to remain in the United States, Franchisor shall have the option, in its sole discretion, to terminate the Franchise Agreement. If Franchisor elects to terminate the Franchise Agreement, the Initial Franchise Fee shall not be refunded in whole or in part, and Franchisee shall be required to comply with all of its post-termination obligations, including those set forth in Section 14 of the Franchise Agreement. If Franchisor elects not to terminate the Franchise Agreement, Franchisee shall be obligated to retain an operations manager and/or marketing manager who is acceptable to Franchisor to operate the business, and to ensure that such person successfully completes all aspects of Franchisor's initial training program, as well as any additional training that Franchisor may require. Method of Payment and Electronic Funds Transfer. Notwithstanding anything to the contrary contained in the Franchise Agreement, Section 4.9 of the Franchise Agreement is amended to add the following language to the end of the section:

Franchisee agrees that such bank account must be established and serviced with a bank chartered in the United States for the purposes described herein.

5. Immigration Process is Solely Owners' Responsibility. Owner represents that Owner is working with independent immigration counsel in their visa application process. Owner acknowledges that Franchisor has not provided, and will not provide, any legal or other advice pertaining to the visa application process and has no obligations whatsoever relating to the visa application process. Owner acknowledges that Franchisor is not the sponsor of Owner's E-2 visa and that Owner is solely responsible for all efforts to obtain and that there are no guarantees that Owner will obtain an E-2 visa. Any assistance provided by Franchisor in obtaining the E-2 visa is merely assistance and does not create any liability for failure to obtain the E-2 visa and Owner will hold Franchisor harmless from any failure to obtain the E-2 visa. Representations and Warranties. Owners and Franchisee represent and warrant that: (i) it has all necessary power and authority to execute and deliver this Addendum; (ii) this Addendum is the legally valid and binding obligation of Owners and Franchisee, enforceable against Owners and Franchisee in accordance with its terms; (iii) it has entered into this Addendum freely and voluntarily; and (iv) this Addendum is not the result of any fraud, duress, or undue influence.

6. Entire Agreement. This Addendum, the Franchise Agreement, and any other Addenda or Amendments to the Franchise Agreement shall be construed together and constitute the entire, full, and complete agreement between Franchisor (or any parent company, subsidiary or affiliate), Owners, and Franchisee concerning the subject matter and supersede all prior agreements. No other representation has induced Owners and Franchisee to execute this Addendum, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Addendum or otherwise. No amendment, change or variance from this Addendum shall be binding on either party unless executed in writing by both parties. Nothing in this or in any related

agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished by Franchisor to Owners.

7. Miscellaneous. Except as required by law, Owners and Franchisee agrees to keep confidential and not disclose the existence or terms of this Addendum without the prior written consent of Franchisor. This Addendum shall be interpreted, enforced, and governed under the laws of the state where the Franchised Business is to be located, without regard to conflicts of laws principles. The terms of this Addendum are personal to Owners and Franchisee and are not transferrable by Owners or Franchisee without Franchisor's prior written consent. Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed. This Addendum may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute one and the same instrument. A signed copy of this Addendum delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

IN WITNESS WHEREOF, Franchisor, Owners, and Franchisee have duly executed this Addendum as of the Effective Date.

<u>FRANCHISOR:</u>	<u>OWNER:</u>
<u>AMADA FRANCHISE, INC.</u>	<u>(OWNER)</u>

By: _____	_____
(Name), (Title)	(Owner), Individually

Date: _____	Date: _____
-------------	-------------

FRANCHISEE:
(FRANCHISEE)

By: _____
(Owner), Owner

Date: _____

EXHIBIT J-10

SAMPLE ADDENDUM TO SUCCESSOR FRANCHISE AGREEMENT

This Addendum to Successor Franchise Agreement (“Addendum”) is made and entered into on _____ (the “Effective Date”), by and between Amada Franchise, Inc., a Delaware corporation (“Franchisor”), _____ (“Franchisee”), and _____ (“Owner(s”).

BACKGROUND

A. Franchisor and Franchisee are parties to that certain Amada Senior Care® Franchise Agreement dated _____, (the “Initial Franchise Agreement”), pursuant to which Franchisee was granted the right and undertook the obligation to operate an Amada Senior Care® business within the Designated Territory, as defined in the Initial Franchise Agreement. Franchisee is wholly owned by Owner.

B. The Initial Franchise Agreement has expired or will soon expire, and Franchisee has requested a Successor Franchise Agreement, under which Franchisee will operate the Franchised Business for the Successor Term. Franchisee is signing Franchisor’s current form of franchise agreement concurrently with this Addendum.

C. Franchisor and Franchisee wish to modify certain requirements that do not apply to a continuing, experienced Franchised Business and to set forth a different set of standards in connection with the Successor Franchise Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisor and Franchisee hereby agree as follows:

AGREEMENT

1. Background; Definitions; Conflicts. The Background Section is hereby incorporated into this Addendum as if set forth in full. Unless otherwise specifically indicated, capitalized terms used but not defined in this Addendum shall have the meanings provided in the Successor Franchise Agreement. In the event of any conflict between any of the terms and conditions contained in this Addendum and the terms and conditions contained in the Successor Franchise Agreement, the terms and conditions contained in this Addendum shall control.

2. Termination of Initial Franchise Agreement. As of the Effective Date of this Addendum, the Initial Franchise Agreement shall be deemed terminated, and Franchisee shall operate the Franchised Business in accordance with the terms of the Successor Franchise Agreement, as modified by this Addendum.

3. Minimum Gross Billings Standard. The Minimum Gross Billings Standards table set forth in Section 1.5 of the Successor Franchise Agreement shall be deleted and replaced with the following table:

<u>Year During Successor Term</u>	<u>Gross Billings</u>
<u>By the end of your First Year</u>	<u>\$1,200,000</u>
<u>By the end of your Second Year</u>	<u>\$1,200,000</u>
<u>By the end of your Third Year</u>	<u>\$1,200,000</u>
<u>By the end of your Fourth Year</u>	<u>\$1,200,000</u>
<u>By the end of your Fifth Year</u>	<u>\$1,200,000</u>
<u>By the end of your Sixth Year</u>	<u>\$1,200,000</u>
<u>By the end of your Seventh Year</u>	<u>\$1,200,000</u>
<u>By the end of your Eighth Year</u>	<u>\$1,200,000</u>
<u>By the end of your Ninth Year</u>	<u>\$1,200,000</u>
<u>By the end of your Tenth Year</u>	<u>\$1,200,000</u>

4. Royalty Fee. The Minimum Royalty Fee Chart displayed in Section 4.3.1 of the Successor Franchise Agreement is deleted in its entirety and replaced with the following table:

Minimum Royalty Fee Chart

<u>Months in Operation</u>	<u>Minimum Royalty Fee</u>
<u>All months during Successor Term</u>	<u>\$4,000/month</u>

5. Successor Fee. The Successor Fee due in connection with the Successor Franchise Agreement is \$_____.

6. Assistance Prior to Opening. Section 3.1 of the Successor Franchise Agreement is deleted in its entirety and intentionally left blank.

7. Site Location and Lease Premises. Franchisor acknowledges and approves Franchisee's current office, located at _____, as the Premises described in Section 6.1 of the Successor Franchise Agreement.

8. Initial Training Program. Notwithstanding anything to the contrary contained in the Successor Franchise Agreement, as long as Franchisee's Primary Contact and any branch manager/operations manager hired by Franchisee previously attended and successfully completed Franchisor's initial training program, they need not do so again, provided that they may be required to attend any additional or refresher training that Franchisor may require.

9. Licensure. Notwithstanding anything to the contrary contained in the Successor Franchise Agreement, any requirement for Franchisee to obtain a home care license or personal care license contained in the Successor Franchise Agreement is deleted as Franchisee is already in possession of such license(s). Franchisee shall remain obligated to maintain such license(s) in good standing for the duration of the Successor Term.

10. General Release.

(a) Prior Claims Released. Franchisee and Owner, for themselves and all persons or entities claiming by, through or under them, hereby unconditionally and forever releases and discharges Franchisor and its Related Parties (as defined below), from and against any and all Claims (as defined below) whatsoever that may be based in whole or in part on facts that occurred on or before the Effective Date of this Addendum, including but not limited to those arising out of or relating to the offer or sale of the Initial Franchise Agreement, Franchisee's operation under the Initial Franchise Agreement, and the parties' franchise relationship. "Related Parties" includes predecessors, affiliates, agents, employees, successors, assigns, and their respective officers, directors, shareholders, heirs, executors, and representatives, in both their individual and corporate capacities. "Claims" includes any and all obligations, claims, debts, proceedings, demands, causes of actions, rights to terminate and rescind, liabilities, losses, damages, and rights of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, at law or in equity, which the releasing party now has, owns or holds, at any time before this time ever had, owned or held, or at any time after this time has, owns or holds. Franchisee and Owner hereby irrevocably covenant not to assert, or to initiate any suit or proceeding based in whole or in part upon, any Claim released hereunder.

(b) Known and Unknown Claims Released. With respect to the matters being released pursuant to the terms of this Release, Franchisee and Owner further voluntarily and unconditionally waive and relinquish each and every right or benefit that it may have under Section 1542 of the Civil Code of the State of California (and any similar statute and principle of law) of any state or territory of the United States. Section 1542 reads as follows:

1542. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Franchisee and Owner understand and acknowledge that the significance and consequence of their waiver of Section 1542 of the Civil Code is that even if they should eventually suffer or discover additional damages arising out of a matter being released pursuant to this Release, they will not be permitted to make any claim for those damages. Furthermore, Franchisee and Owner acknowledge that they intend these consequences even as to claims for injury and/or damages that may exist as of the date of this Release but which Franchisee and/or Owner do not know exist, and which, if known, would materially affect Franchisee's and/or Owner's decision to execute this Release, regardless of whether the parties' lack of knowledge is a result of ignorance, oversight, error, negligence, or any other cause.

(c) Acknowledgement. Franchisee and Owner certify that they have read all of this Release and fully understand all of the same and that they have executed this Release after having had the opportunity to obtain legal advice as to its rights from legal counsel of their choice.

(d) No Assignment. Franchisee and Owner represent and warrant that they have not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the released matters which are called for to be released by this Release now or in the future, that they are aware of no third party who contends or claims otherwise, and that they shall not after this time purport to assign, transfer, or convey any such claim.

11. Representations and Warranties. Franchisee and Owner represent and warrant that: (i) they have all necessary power and authority to execute and deliver this Addendum; (ii) this Addendum is the legally valid and binding obligation of Franchisee and Owner, enforceable against them in accordance with its terms; (iii) they have entered into this Addendum freely and voluntarily; and (iv) this Addendum is not the result of any fraud, duress, or undue influence.

12. Entire Agreement. This Addendum, the Successor Franchise Agreement, and any other Addenda or Amendments to the Successor Franchise Agreement shall be construed together and constitute the entire, full, and complete agreement between Franchisor (or any parent company, subsidiary or affiliate) and Franchisee or Owner concerning the subject matter and supersede all prior agreements. No other representation has induced Franchisee or Owner to execute this Addendum, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Addendum or otherwise. No amendment, change or variance from this Addendum shall be binding on either party unless executed in writing by both parties. Nothing in this or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished by Franchisor to Owner.

13. Miscellaneous. Except as required by law, Franchisee and Owner agree to keep confidential and not disclose the existence or terms of this Addendum without the prior written consent of Franchisor. This Addendum shall be interpreted, enforced, and governed under the laws of the state where the Franchised Business is located, without regard to conflicts of laws principles. The terms of this Addendum are personal to Franchisee and are not transferrable by Franchisee without Franchisor's prior written consent. Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Successor Franchise Agreement will remain in full force and effect as originally written and signed. This Addendum may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute one and the same instrument. A signed copy of this Addendum delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

[Signatures on next page]

IN WITNESS WHEREOF, Franchisor, Franchisee, and Owner have duly executed this Addendum as of the Effective Date.

FRANCHISOR:

AMADA FRANCHISE, INC.

FRANCHISEE:

(FRANCHISEE)

By: _____

(Name), (Title)

By: _____

(Owner), Owner

Date: _____

Date: _____

OWNER:

(OWNER)

(Owner), Individually

Date: _____

EXHIBIT J-11

SAMPLE TRANSFER ADDENDUM

This Transfer Addendum (“**Addendum**”) is made and entered into on the last date executed below (the “**Effective Date**”), by and between Amada Franchise, Inc., a Delaware corporation (“**Franchisor**”) and _____, a[n] _____ [corporation][limited liability company][individual] (“**Franchisee**”).

BACKGROUND

- A. Franchisor and Franchisee are parties to that certain Amada Senior Care® Franchise Agreement of even date herewith (the “**Franchise Agreement**”), pursuant to which Franchisee is being granted rights to operate an Amada Senior Care® business (the “**Franchised Business**”) within the Designated Territory, as defined in the Franchise Agreement.
- B. The Franchised Business was previously operated by former owners of franchisee (the “**Transferor**”) pursuant to a former franchise agreement with Franchisor;
- C. The former owner transferred its ownership interest in Franchisee to a new owner in an Equity Purchase Agreement, contingent on approval by Franchisor which included that Franchisee replace the former franchise agreement with the Franchise Agreement;
- D. Franchisor and Franchisee wish to amend certain provisions of the Franchise Agreement to reflect that certain obligations do not apply or are amended for a transferred franchise.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisor and Franchisee hereby agree as follows:

AGREEMENT

1. Definitions; Conflicts. Unless otherwise specifically indicated, capitalized terms used but not defined in this Addendum shall have the meanings provided in the Franchise Agreement. In the event of any conflict between any of the terms and conditions contained in this Addendum and the terms and conditions contained in the Franchise Agreement, the terms and conditions contained in this Addendum shall control.

2. Minimum Gross Billings Standard. Because Franchisee is an existing Franchisee of Franchisor and had operated the Franchised Business prior to entering into the Franchise Agreement, the chart set forth in Section 1.5 of the Franchise Agreement is deleted in its entirety and replaced with the following:

<u>Year</u>	<u>Minimum Gross Billings</u>
<u>By the end of Franchisee’s First Year</u>	\$ _____
<u>By the end of Franchisee’s Second Year</u>	\$ _____
<u>By the end of Franchisee’s Third Year</u>	\$ _____

<u>Year</u>	<u>Minimum Gross Billings</u>
<u>By the end of Franchisee's Fourth Year</u>	<u>\$ _____</u>
<u>By the end of Franchisee's Fifth Year</u>	<u>\$ _____</u>
<u>By the end of Franchisee's Sixth Year</u>	<u>\$ _____</u>
<u>By the end of Franchisee's Seventh Year</u>	<u>\$ _____</u>
<u>By the end of Franchisee's Eighth Year</u>	<u>\$ _____</u>
<u>By the end of Franchisee's Ninth Year</u>	<u>\$ _____</u>
<u>By the end of Franchisee's Tenth Year</u>	<u>\$ _____</u>

3. Royalty Fee. Because the Franchised Business is already opened and operating, the Minimum Royalty Fee Chart in Section 4.3.1 of the Franchise Agreement is deleted in its entirety and replaced with the following:

Minimum Royalty Fee Chart

<u>Minimum Gross Billings Standard</u>	<u>Minimum Royalty Fee</u>
<u>\$ _____</u>	<u>\$ _____/month</u>
<u>\$ _____</u>	<u>\$ _____/month</u>
<u>\$ _____</u>	<u>\$ _____/month</u>
<u>\$ _____</u>	<u>\$ _____/month</u>

4. Site Location and Lease Premises. Franchisor acknowledges and approves Franchisee's current office, located at _____, as the Premises described in Section 6.1 of the Franchise Agreement.

5. Representations and Warranties. Franchisee represents and warrants that: (i) it has all necessary power and authority to execute and deliver this Addendum; (ii) this Addendum is the legally valid and binding obligation of Franchisee, enforceable against Franchisee in accordance with its terms; (iii) it has entered into this Addendum freely and voluntarily; and (iv) this Addendum is not the result of any fraud, duress, or undue influence.

6. Entire Agreement. This Addendum, the Franchise Agreement, and any other Addenda or Amendments to the Franchise Agreement shall be construed together and constitute the entire, full, and complete agreement between Franchisor (or any parent company, subsidiary or affiliate) and Franchisee concerning the subject matter and supersede all prior agreements. No other representation has induced Franchisee to execute this Addendum, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Addendum or otherwise. No amendment, change or variance from this Addendum shall be binding on either party unless executed in writing by both parties. Nothing in this or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document furnished by Franchisor to Franchisee.

7. Miscellaneous. This Addendum shall be interpreted, enforced, and governed under the laws of the state where the Franchised Business is located, without regard to conflicts of laws principles. The terms of this Addendum are personal to Franchisee and are not transferrable by Franchisee without Franchisor's prior written consent. Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed. This Addendum may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute one and the same instrument. A signed copy of this Addendum delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Addendum.

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed this Addendum as of the dates set forth below.

<u>FRANCHISOR:</u>	<u>FRANCHISEE:</u>
<u>AMADA FRANCHISE, INC.</u>	<u>(FRANCHISEE)</u>

By: _____	By: _____
(Name), (Title)	(Owner), Owner

Date: _____	Date: _____
-------------	-------------

EXHIBIT K

STATE EFFECTIVE DATES

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	October 24, 2024 Pending
Hawaii	September 6, 2024 Pending
Illinois	September 27, 2024 <u>April 7, 2025</u> Pending
Indiana	September 6, 2024 <u>May 8, 2025</u> Pending
Maryland	September 24, 2024 Pending
Michigan	August 30, 2024 Pending
Minnesota	October 22, 2024 Pending
New York	September 18, 2024 <u>April 30, 2025</u> Pending
North Dakota	September 10, 2024 <u>April 7, 2025</u> Pending
Rhode Island	September 12, <u>July 28, 2025</u> Pending2024
South Dakota	August 30, 2024 <u>April 7, 2025</u> Pending
Virginia	December 30, Pending2024
Washington	December 3, 2024 Pending
Wisconsin	September 6, <u>April 7, 2025</u> Pending2024

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 L

RECEIPT

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 Amada Franchise, 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 requires that we give you this disclosure document at the earlier of the first personal meeting or 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 and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Amada Franchise, 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 and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on **Exhibit I**.

The franchise seller(s) for this offering are Marcos Moura, Steve Kwon, Tim Valencia, Bobby Ullman, Bob Heine, Rick Basch, Matt Smith, Jeremy Brooker, Jessica Talbi, Marisa Mamay, Tafa Jefferson, Chad Fotheringham, Jared Turner, or _____, Amada Franchise, Inc., 901 Calle Amanecer, Suite 350, San Clemente, CA 92673, (949) 284-8036.

Issuance Date: April 7, 2025.

We authorize the respective state agencies identified on **Exhibit I** to receive service of process for us in the particular state.

I received a disclosure document dated April 7, 2025 that included the following Exhibits:

- A. Franchise Agreement
- B. State Addenda
- C. Statement of Franchisee
- D. Financial Statements
- E. Operations Manual Table of Contents
- F. Current Franchisees
- G. Company-Owned Outlets

- H. Franchisees Who Left the System During Past Fiscal Year or Who Have Not Communicated Within 10 Weeks of Issuance Date
- I. State Franchise Administrators and Agents for Service of Process
- J. Contracts for use with the Amada Senior Care Franchise
- K. State Effective Dates

Date	Signature	Printed Name
------	-----------	--------------

Date	Signature	Printed Name
------	-----------	--------------

[This page to be signed and retained for your records.]

RECEIPT

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 Amada Franchise, 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 requires that we give you this disclosure document at the earlier of the first personal meeting or 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 and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Amada Franchise, 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 and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on **Exhibit K1**.

~~The franchise seller(s) for this offering are Marcós Moura, Steve Kwon, Tim Valencia, Bobby Ullman, Bob Heine, Tafa Jefferson, Chad Fotheringham, Jared Turner, or _____, Amada Franchise, Inc., 901 Calle Amanecer, Suite 350, San Clemente, CA 92673, (949) 284-8036.~~

~~Issuance Date: April 5, 2024, as amended August 30, 2024.~~

~~We authorize the respective state agencies identified on Exhibit K to receive service of process for us in the particular state.~~

~~I received a disclosure document dated April 5, 2024, as amended August 30, 2024 that included the following Exhibits:~~

- ~~A. Franchise Agreement~~
- ~~B. Development Agreement~~
- ~~C. Confidentiality, Non-Disclosure, and Non-Competition Agreement~~
- ~~D. State Addenda~~
- ~~E. Statement of Franchisee~~
- ~~F. Financial Statements~~
- ~~G. Operations Manual Table of Contents~~
- ~~H. Current Franchisees~~
- ~~I. Company-Owned and Affiliate-Owned Outlets~~
- ~~J. Franchisees Who Have Left the System During Past Fiscal Year
Who Have Not Communicated Within 10 Weeks of Issuance Date~~
- ~~K. State Franchise Administrators and Agents for Service of Process~~
- ~~L. Form of General Release~~

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

~~[This page to be signed and retained for your records.]~~

RECEIPT

~~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 Amada Franchise, 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 requires that we give you this disclosure document at the earlier of the first personal meeting or 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 and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.~~

~~If Amada Franchise, 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 and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit K.~~

The franchise seller(s) for this offering are Marcos Moura, Steve Kwon, Tim Valencia, Bobby Ullman, Bob Heine, Rick Basch, Matt Smith, Jeremy Brooker, Jessica Talbi, Marisa Mamay, Tafa Jefferson, Chad Fotheringham, Jared Turner, or _____, Amada Franchise, Inc., 901 Calle Amanecer, Suite 350, San Clemente, CA 92673, (949) 284-8036.

Issuance Date: ~~-April 5, 2024, as amended August 30, 7, 2025~~2024

We authorize the respective state agencies identified on **Exhibit KI** to receive service of process for us in the particular state.

I received a disclosure document dated April 5, 2024, as amended August 30, 20247, 2025 that included the following Exhibits:

- ~~A.~~ A. Franchise Agreement
- ~~B.~~ B. Development Agreement
- ~~C.~~ C. Confidentiality, Non Disclosure, and Non Competition Agreement
- ~~D.~~ B. State Addenda
- ~~E.~~ C. Statement of Franchisee
- ~~F.~~ D. Financial Statements
- ~~G.~~ E. Operations Manual Table of Contents
- ~~H.~~ F. Current Franchisees
- ~~I.~~ G. Company-Owned ~~and Affiliate Owned~~ Outlets
- ~~J.~~ H. Franchisees Who ~~Have~~ Left the System During Past Fiscal Year or Who Have Not Communicated Within 10 Weeks of Issuance Date
- ~~K.~~ I. State Franchise Administrators and Agents for Service of Process
- ~~L.~~ L. Form of General Release
- J. Contracts for use with the Amada Senior Care Franchise
- K. State Effective Dates

Date

Signature

Printed Name

Date

Signature

Printed Name

[This page is to be signed, dated, and returned to franchisor.]

