

FRANCHISE DISCLOSURE DOCUMENT



Seniors Helping Seniors®
...A WAY TO GIVE AND TO RECEIVE®

Seniors Helping Seniors, LLC
A Delaware limited liability company
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Seniors Helping Seniors, LLC offers franchises that provide certain medical and non-medical personal services such as companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer's/dementia care (memory care) and TeleCare, assistive technologies, facility referral services, adult day care; and medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy (collectively, the "Services"). We also offer area development rights to franchisees to develop and operate additional Seniors Helping Seniors Businesses within specific geographic areas, pursuant to a development schedule.

The total investment necessary to begin operation of a Seniors Helping Seniors franchise is \$89,715 to \$142,890. This includes \$55,000 that must be paid to franchisor or its affiliates.

The total investment necessary to operate multiple Seniors Helping Seniors franchises under our form of development agreement depends on the number of Seniors Helping Seniors franchises we grant you the right to develop. The minimum number of Seniors Helping Seniors franchises you are required to develop under the Development Agreement is two (2). The total investment necessary to enter into a Development Agreement for the right to develop two (2) Seniors Helping Seniors franchises is \$124,715 to \$177,890. This includes \$90,000 that must be paid to franchisor or its affiliates.

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 any affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of your contract will govern your franchise relationship. 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, NW, 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: -March ~~27, 2023.~~

| 29, 2024

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 Exhibit F.
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 G 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 Seniors Helping Seniors 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 a Seniors Helping Seniors franchisee?	Item 20 or Exhibit F lists 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 A.

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 require you to resolve disputes with the franchisor by mediation and/or litigation only in Pennsylvania. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Pennsylvania than in your own state.
2. **Spousal Liability.** Your spouse must 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.
3. **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.
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. **Unopened Franchises.** The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.
6. **Turnover Rate.** During the last three years, a large number of franchised outlets (36) were terminated, not renewed, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

**ADDITIONAL COVER PAGE
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:

- (A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.
- (B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTling ANY AND ALL CLAIMS.
- (C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL 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 A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISE BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.
- (E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.
- (F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.
- (G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:
 - (i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.
 - (ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.
 - (iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

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

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

As to any state law described in this addendum that declares void or unenforceable any provision contained in the Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

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

The Franchisor

To simplify the language in this disclosure document, the words “we,” “us” and “our” refer to SENIORS HELPING SENIORS, LLC, (“SHS” and/or “Franchisor”) the franchisor of this business. The words “you” and “your” refer to the person to whom we grant a franchise, whether you are a corporation, limited liability company or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of our Franchise Agreement also apply to your owners and will be noted.

We were formed in the State of Delaware on November 29, 2005, for the sole purpose of offering SENIORS HELPING SENIORS franchises. Our principal business address is 50 Grandview Boulevard, Wyomissing Hills, PA 19609, and we do business only under our corporate name. We do not have a parent company or any predecessors. We have not operated a business of the type to be operated by you.

Our Business Activities

We grant franchises for the operation of businesses in conjunction with the service mark “SENIORS HELPING SENIORS” and certain associated trade names, trademarks, service marks and logos that we refer to as the “Marks.” We refer to these businesses as “SENIORS HELPING SENIORS Businesses” and we refer to the SENIORS HELPING SENIORS Business you will operate as the “Franchised Business.”

SENIORS HELPING SENIORS Businesses offer companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer’s/dementia care (memory care) and TeleCare, assistive technologies, facility referral services, adult day care; and medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy. Personal-care services, medical and home health services may be subject to more stringent state licensing requirements in some states.

Both the seniors who receive the service, and the seniors who provide the service, benefit from the relationship. The senior “receivers” are able to live in their homes independently, while the senior “providers” enjoy the benefits of actively participating in a second career. A SENIORS HELPING SENIORS Business typically requires at least 350 square feet of space for an office. You may operate the Franchised Business from your home or from an office facility located near a major expressway or other main road.

You will operate the Franchised Business according to our System, which is described in greater detail in our Franchise Agreement attached as Exhibit C to this disclosure document.

We have offered franchises for SENIORS HELPING SENIORS Businesses since February 15, 2006. We also offer area development rights to franchisees to develop and operate additional Seniors Helping Seniors Businesses within specific geographic areas. We do not offer franchises in any other line

of business and we are not engaged in any other line of business. We have not previously offered franchises in this or any other business.

We also offer qualified individuals and entities the right to open and operate multiple SENIORS HELPING SENIORS Businesses within a designed geographical area (the “Development Area”) under our current form of area development agreement that is attached to this Disclosure Document as Exhibit E (the “Development Agreement”), which will also outline a schedule or defined period of time in which you must open and commence operating each SENIORS HELPING SENIORS Business (a “Development Schedule”).

You will be required to sign a Franchise Agreement for your initial SENIORS HELPING SENIORS Business at the same time you sign your Development Agreement, and you will eventually need to sign our then-current form of franchise agreement for each SENIORS HELPING SENIORS Business, which may differ from the current Franchise Agreement included with this Disclosure Document.

Our Affiliates

Our affiliate, The Power of Love for Seniors doing business as Seniors Helping Seniors, was formed on March 24th, 2014, and it is located at 203 Ulrich Lane, Leesport, Pennsylvania 19533. Our affiliate operates a Seniors Helping Seniors business in the same manner as the franchise being offered in this Disclosure Document and has operated that business since March 2014. Our affiliate does not offer and has not previously offered franchises in this or in any other line of business.

Market and Competition

The market for the services offered by SENIORS HELPING SENIORS Businesses includes the elderly and homeowners in general. We believe the market for in-home personal services, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair to senior citizens is well developed and competitive. There are a number of companies offering in-home care services and/or medical services for the elderly and a number of companies offering home maintenance, repair and cleaning services. As a franchisee you will likely face competition from national and local businesses as well as individuals offering one or more of the services offered by SENIORS HELPING SENIORS Businesses.

Industry Specific Regulations

Some states have laws regulating certain of the services offered by SENIORS HELPING SENIORS Businesses. Some states require providers of companion care services and/or personal-care services to be licensed by health agencies or other state agencies and all states require providers of home health services to be licensed. Some states require providers of home maintenance or repair services to be licensed or certified by contractor boards or other state agencies.

Additionally, you must comply with all laws, rules and regulations governing the operation of the Franchised Business and obtain all permits and licenses necessary to operate the Franchised Business. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Franchised Business, including those which: (a) establish general standards, specifications and requirements for the construction, design and maintenance of the business site and premises; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements, restrictions on smoking, availability of and requirements for public accommodations, including restroom facilities and public access; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; and (e) regulate the proper use, storage and disposal of waste or other hazardous materials.

Agents for Service of Process

Our agents for service of process are listed in Exhibit B to this Disclosure Document.

Other Business

SHS offers no other lines of business other than those stated in this document.

ITEM 2. BUSINESS EXPERIENCE

Chairwoman: Kiran Yocom

Kiran Yocom has been Chairwoman since February 2006 in Wyomissing, PA. She has been the Executive Director of the non-profit Seniors Helping Seniors from September 1998 to March 2021 in Wyomissing, PA.

CEO: Philip W.S. Yocom

Philip W.S. Yocom became our CEO in October 2006 in Wyomissing, PA, and was previously the President from February 2006 to October 2006. Philip was previously Director of the non-profit Seniors Helping Seniors from September 1998 to March 2021 in Wyomissing, PA.

President: Namrata Yocom-Jan

Namrata Yocom-Jan became the President in December 2020 in Wyomissing, PA. From May 2016 to December 2020, she was our Executive Vice President in Wyomissing, PA.

COO: Daniel Jan

Daniel Jan joined Seniors Helping Seniors® as Regional Owner in May 2007 and became Chief Operating Officer in June 2020. From April 2007 to June 2020, Daniel served as our Vice President of Operations. Daniel performs his services in Leesport, PA.

Director of Business Development and Training - Howard Algeo

Howard Algeo has served as our Director of Business Development and Training since August 2017 in Leesport, Pennsylvania.

Accounting Administrator – Robert Hendel

Robert Hendel has been our Accounting Administrator since March 2020 in Leesport, Pennsylvania. Prior to that time, Robert was the Clientele Accounting Administrator & Bookkeeper for Tomasetti, Kulas & Company from June 2018 to February 2020 in Hartford, Connecticut.

Director of Marketing – Stephen Bon

Stephen Bon has served as our Director of Marketing since November 2021 in Wyomissing, PA. Stephen started Bon's Eye Marketing -- a full-service brand development agency -- in 2008.

Training Specialist—Brad Trout

~~Brad Trout has served as our Training Specialist since March 2020 in Glenmore, PA. Brad is also currently a Caregiver for Cal Capital Corp in Malvern, PA and has held this position since March 2020. Brad previously served as the Owner/COO of Seniors of Northern Chester County, LLC from July 2012 to March 2020 in Glenmoore, PA.~~

Senior Business Consultant – Brian Smith

Brian Smith has served as our Senior Business Consultant since September 2021 in Pottstown, PA. Prior to that time, Brian was Owner of TFM Partners LLC in Pottstown, PA from May 2015 to June 2021.

Franchise Consultant – Dave Wagner

Dave Wagner has served as our Franchise Consultant since April 2022 in Hershey, PA. Previously, Dave served as the Chief Operating Officer for Dasher Services, Inc. in Harrisburg, PA from August 2019 to October 2021 and as Executive Director of Country meadows at Home in Hershey, PA from November 2010 to April 2018.

ITEM 3. LITIGATION

Roy Goldman and Isabelle Goldman v. Seniors Helping Seniors, LLC, Sean Langmuir, Sharon Santoni, Philip Yocum [sic] and Kiran Yocum [sic], U.S.D.C., D.C.N.J., Index No. 3:14-cv-4206-FLW-DEA

In May of 2014, New Jersey franchisees Roy and Isabelle Goldman filed suit against us in New Jersey Superior Court, which we subsequently removed the suit to Federal Court, seeking rescission and other damages. We counterclaimed due to their failure to attend initial training and commence operations and are seeking damages. The Court ordered the parties to attend mandatory mediation required under the franchise agreement. Following mediation in early 2015, the parties reached a settlement, pursuant to which the parties agreed that a previously executed franchise agreement was null and void. On March 16, 2015, the Court ordered the case dismissed without prejudice, as settled, with the right, within 60 days, to reopen the action if settlement is not consummated. On May 14, 2015, the court ordered that its Order of Dismissal was amended to extend until June 29, 2015, to permit the right to reopen the action if settlement is not consummated. We agreed to pay the Goldmans \$10,000 which they accepted. As the parties executed a final settlement agreement dated June 24, 2015, the Court's dismissal is fully effective and the action is over.

Helping Seniors of the Valley, LLC v. Seniors Helping Seniors, LLC, N17C-06- 331-JAP

In July 2017, Helping Seniors of the Valley, LLC, a franchisee, sued us in Delaware state court, claiming that it had not been provided with a Franchise Disclosure Document ("FDD") upon renewal and that we had breached certain contract terms. We moved to dismiss the complaint because the franchisee was properly disclosed, the law does not require disclosure upon renewal, and because the franchisee's complaint did not adequately state a claim for which relief may be granted. After a December 2017 hearing, the plaintiff voluntarily dismissed all claims. We then moved for an order requiring the plaintiff to pay the fees and costs we incurred in this litigation and subsequently reached an acceptable settlement. Franchisee paid us \$120,000 in twenty-six monthly payments.

Compassionate Hands, LLC, et al. v. Seniors Helping Senior, LLC, U.S.D.C S.D.C.Fl. Case No. 18-80705

In May of 2018, Compassionate Hands, James L. Hansen and Larry R. Weaver filed a suit against us in the United States District Court for the Southern District of Florida. Both parties alleged breached of various provisions of the Master License Agreements. We filed a motion to dismiss the case without prejudice and Compassionate Hands filed a notice of voluntary dismissal. We filed a motion for attorney's fees in connection with the dismissal of the Florida action. The Florida Court ultimately denied the request for attorney's fees. On January 31, 2019, Compassionate Hands initiated another suit in the United States District Court for the District of Delaware entitled *Hansen, et al. v. Seniors Helping Seniors, LLC*, Case No. 19-00296. We filed a counterclaim. As the parties did not want to engage in protracted litigation, each executed a final settlement agreement dated October 17, 2019, and the parties filed a joint stipulation of dismissal with prejudice and the action is over.

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

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

Franchise Agreement

Franchise Fee

You must pay an initial “Franchise Fee” of \$50,000 for a single unit when you sign the Franchise Agreement. The Franchise Fee is paid to us in a lump sum and is nonrefundable for a single unit. If you are a current franchisee and are purchasing an additional unit, the Franchise Fee is \$35,000.

Training Fee

You must pay a \$5,000 Training fee when you sign the Franchise Agreement. This amount is nonrefundable and is intended to reimburse us for costs that we incur in evaluating and accessing evolving training and technologies that may be utilized in the ongoing operation of the Franchised Business.

U.S. Veteran Qualifying Franchisees:

We will reduce the initial franchise fee by \$2,500 for the first Franchised Business purchased by a U.S. military veteran (as established in accordance with our policies as we may adopt periodically) and for franchisees that are corporations, limited liability companies or other entities for which a U.S. military veteran owns a majority of the equity interest (“U.S. Military Veteran Program”). The U.S. Military Veteran Program is available to all qualified individuals who either have received an honorable discharge from one of the U.S. Armed Forces (i.e., Army, Navy, Air Force, Coast Guard or Marine Corps), or are currently serving in one of the U.S. Armed Forces and eligible to receive an honorable discharge, or their entities as noted above. If the veteran franchisee purchases two Franchised Businesses, the fee will be reduced by \$3,500. If the veteran franchisee purchases three or more Franchised Businesses, the fee will be reduced by \$4,500. If you do not continue to meet this ownership requirement for at least two years after acquiring the new franchise, you must pay us the difference between the full initial franchise fee which would have been due had you not qualified for the U.S. Military Veteran Program and the reduced amount you paid, which amount becomes due immediately at the time you no longer meet the ownership requirement. We reserve the right to extend, change or discontinue the U.S. Military Veteran Program at any time. These discounts on two or more Franchised Businesses only applies at the time of purchase of the first unit.

Development Agreement

Development Fee

If we grant you the right to develop two (2) or more Franchised Businesses under a Development Agreement, you are required to pay us a development fee that is based on the number of Franchised Businesses we grant you the right to develop within your Development Area.

The development fee is due upon execution of your Development Agreement and is calculated as follows: (i) \$50,000 for your first Franchised Business; (ii) \$35,000 for your second Franchised Business; and (iii) \$25,000 for the third and each additional Franchised Business (collectively, the “Development Fee”). The Development Fee is nonrefundable and deemed fully earned upon payment.

Except as otherwise provided in this Item, the initial fees are uniform to all franchisees in the System.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee ^{1,2}	The Royalty Fee is equal to the greater of: (i) 6% of Gross Sales up to \$400,000 and 5% of Gross Sales in excess of \$400,000, or (ii) the Minimum Monthly Royalty Fee	Monthly on the 10 th	See definition of Gross Sales.
Brand Development Fund Contribution	Up to but not to exceed 1% of Gross Sales	Monthly on the 10 th	No fee is currently assessed, but we reserve the right to charge one in the future.
Regional Advertising Fund Contribution	Up to 1% of Gross Sales	Monthly on the 10 th	The formula is determined by each regional franchise Council.
Website Fee	The then-current fee, which is currently \$30 per month	Monthly on the 10 th	Paid directly to us.
Local Marketing Expenditure	Not less than 1% of Gross Sales	Quarterly	You must pay your Local Marketing expenditures directly to suppliers of advertising services, subject to our approval.
Grand Opening Expenditure	A minimum of \$20,000	Prior to Opening	You must pay this amount directly to suppliers of advertising services, subject to our approval.
Audit Expenses	Cost of audit	Upon demand	Audit costs payable only if the audit shows an understatement in amounts due of at least 5%.
Late Fees	Two (2) times the prime rate then being charged by Chase Manhattan Bank, N.A. or the highest rate allowed by law (whichever is less), plus collection costs.	Upon demand	Applies to all overdue Royalty Fees, Advertising Fund Contributions and other amounts due to us or our affiliates. This also applies to any understatement in amounts due revealed by an audit.
Late Reports	\$100 per month	Upon demand	Applies to any late submission.
Insurance Policies	Amount of unpaid premiums plus our expenses in obtaining coverage for you	Upon demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain insurance

			coverage for you.
Transfer Fee	The lesser of \$15,000 or 50% of the then-current initial franchise fee, plus attorneys' fees. The fee is subject to state law.	Time of transfer	Does not apply to a transfer made by you to a corporation or other legal entity formed solely for the convenience of ownership.
Customer Service	All costs incurred in assisting your customers ranging from \$15 to \$30 per hour plus automobile expenses.	Upon demand	You must reimburse us if we determine it is necessary to service your customers.
Cost of Enforcement	All costs including attorneys' fees	Upon demand	You must reimburse us for all costs in enforcing obligations under the Franchise Agreement if we prevail.
Indemnification	All costs including attorneys' fees	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the Franchised Business.
Renewal Fee	\$10,000 for the first Franchised Business, and \$5,000 for each subsequent Franchised Business.	At least two months prior to renewal	Paid directly to us.
Interim Management Fee	\$400/day plus costs and expenses.	Upon demand	In the event you or your management team become incapacitated or claims are made concerning misrepresentations or fraudulent or deceptive practices.
Tax Fee	All costs assessed by federal, state or local tax agency	Upon demand	
CRM Software	The then-current amount, which is currently \$9/Client per Month with \$120 minimum	Upon start of business	Fees are due to Vendor directly
Care Academy	The then-current amount, which is currently \$120/month	Upon start of business	Fees are due to Vendor directly

* All citations of Section numbers throughout this disclosure document refer to the Franchise Agreement, which is attached as Exhibit C.

No other fees or payments are to be paid to us, and we do not impose or collect any other fees or payments for any other third party. All fees are generally non-refundable. All fees are uniformly imposed.

NOTES

1. Gross Sales. The term "Gross Sales" means the total amount of all revenues you receive from the sale of services or products from all sources in connection with the Franchised Business whether or not collected by you and whether for check, cash, credit or otherwise, including all proceeds from any business interruption insurance but excluding all refunds made in good faith, and any

sales and equivalent taxes that you collect for or on behalf of, and pay to, any governmental taxing authority. Gross sales will include all fees collected for services you perform or provide even if they are beyond the scope of the services permitted under the Manual or the System generally. (Section IV.C.)

2. **Royalty Fee.** You must pay us a continuing non-refundable monthly royalty fee initially equal to (i) six percent (6%) of monthly Gross Sales (as that term is defined herein) or (ii) five percent (5%) of annualized Gross Sales in excess of \$400,000.

During the first two weeks of each new calendar year, we will reconcile annual Gross Sales for the prior year. If Gross Sales for the prior year increase above or decrease below the threshold or five percent (5%), we will adjust the royalty fee accordingly in the new calendar year. In addition, if you have at least six months of continuous operation in your first year of operations, we will annualize your Gross Sales for purposes of reconciliation and determination of whether to adjust your royalty fee accordingly.

Commencing on the fourth month the Monthly Minimum Royalty Fee is detailed in the table below:

Royalty Fee Calculation		
Time Period	Monthly Minimum Gross Sales	Monthly Minimum Royalty Fee
4 th Month through the 12 th Month	\$5,833	\$350
13 th Month through the 24 th Month	\$7,500	\$450
25 th Month through the 36 th Month	\$10,833	\$650
37 th Month through the 48 th Month	\$12,500	\$750
49 th Month through the Remaining Term	\$15,000	\$900

If you fail to meet the Monthly Minimum Gross Sales requirement during any period outlined above, then you must pay us the Monthly Minimum Royalty Fee and we may establish or operate, or license others to establish or operate, SENIORS HELPING SENIORS Businesses or competing businesses within your Territory. If you fail to meet the Monthly Minimum Gross Sales requirement, we reserve the right to require you to attend additional training.

Franchisor-owned outlets do not have controlling voting power on any fees imposed by franchisee cooperatives.

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ITEM 7. ESTIMATED INITIAL INVESTMENT**YOUR ESTIMATED INITIAL INVESTMENT UNDER A FRANCHISE AGREEMENT**

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee ¹	\$50,000	Cashier's Check	Upon Signing Franchise Agreement	Us
Training Fee ¹²	\$5,000	Cashier's Check	Upon Signing Franchise Agreement	Us
Real Estate/Rent ^{2, 15}	\$0 - \$2,800	As Arranged	Before Beginning Operations	Lessor
Utility Deposits ^{3, 15}	\$0 - \$300	As Arranged	Before Beginning Operations	Utilities
Leasehold Improvements ⁴	\$0 - \$2,000	As Arranged	Before Beginning Operations	Third Parties
Furniture, Fixtures & Improvements ⁵	\$0 - \$10,000	As Arranged	Before Beginning Operations	Third Parties
Insurance ⁶	\$2,000 - \$5,000	As Arranged	Before Beginning Operations	Third Parties
Signage ^{7, 15}	\$75 - \$750	As Arranged	Before Beginning Operations	Third Parties
Office Equipment & Supplies ⁸	\$2,500 - \$4,000	As Arranged	Before Beginning Operations	Third Parties
Grand Opening Advertising (3 months) ⁹	\$20,000	As Arranged	First 3 Months Of Operation	Third Parties
Software ¹⁰	\$1,980 - \$2,150	As Arranged	Before Beginning Operations	Approved Suppliers
Career Apparel ¹¹	\$460 - \$890	As Arranged	Before Beginning Operations	Third Parties
Travel Training Expenses ¹²	\$0- \$3,500	As Arranged	Before Beginning Business	Third Parties
Licenses & Permits ¹³	\$1,200 - \$5,000	As Arranged	Before Beginning Business	Licensing Authority
Legal & Accounting ¹⁴	\$1,500 - \$3,500	As Arranged	Before Beginning Business	Attorney/Accountant
Salaries ¹⁶	\$0 - \$12,000	As Arranged	First 3 Months Of Operation	Employees
Licensing Consulting ¹⁷	\$0 - \$5,300	As arranged	Before Beginning Operations	Third Parties
Additional Funds (3 months) ¹⁸	\$5,000 - \$10,700	As Arranged	As Necessary	You Determine
TOTAL	\$89,715 - \$142,890			

NOTES

1. Franchise Fee. The Franchise Fee and the Training Fee are described in greater detail in Item 5 of this Disclosure Document. If you purchase a second territory, the Franchise Fee is \$35,000. If you purchase three or more territories, the Franchise Fee for each additional territory will be \$25,000. The Franchise Fee is non-refundable.

2. Real Estate/Rent. You will need at least 350 square feet of space for an office and for the storage of equipment and supplies. You may operate the Franchised Business from your home if we agree that your home is suitable. You must lease or otherwise provide a suitable facility for the operation of the Franchised Business. If you must lease a space, your lease costs can vary based upon variance in square footage, cost per square foot and required maintenance costs. We assume that you will have to pay the first month's rent and a security deposit equal to one month's rent in advance. The rent you pay is typically not refundable, but your security deposit may be under certain circumstances. If you operate out of your home, your real estate / rent will be zero. The amounts listed are estimates for 3 months' rent and a security deposit.

3. Utility Deposits. If you are a new customer of your local utilities, you will generally have to pay deposits with local utilities for services such as electric, telephone, gas and water. The deposit will vary depending upon the policies of the local utilities. If you operate out of your home, your utility deposits will be zero.

4. Leasehold Improvements. To convert the existing facility into a Franchised Business, the facility must be renovated according to our standards and specifications. The cost of leasehold improvements will vary based upon size, condition and location of the premises, local wage rates and material costs. The low estimate reflects operating the Franchised Business from your home where no improvements would likely be required.

5. Furniture, Fixtures & Improvements. You will be required to purchase (or lease) office furniture and the equipment necessary for providing the various services offered by SENIORS HELPING SENIORS Businesses. Although some of these items may be leased, the range shown represents the actual purchase price. If you have a home-based office you would likely not be required to get any furniture.

6. Insurance. Requirements are described in greater detail in Section XI of the Franchise Agreement. Factors that may affect your cost of insurance include the location of the Franchised Business, value of the leasehold improvements, amount of inventory, number of employees and other factors.

7. Signage. This range includes the cost of all signage used in the Franchised Business. The costs will vary based upon the size, location of the Franchised Business and other factors. If you operate out of your home, your initial fees will be zero.

8. Office Equipment and Supplies. You must purchase general office supplies including stationery, business cards and typical office equipment. This amount also includes the cost to obtain computer hardware. Factors that may affect your cost of office equipment and supplies include local market conditions, the size of the Franchised Business, suppliers and other factors.

9. Grand Opening. You will be required to spend a minimum of \$20,000 on marketing efforts to include grand opening advertising during the first 3 months of operation. You may choose to spend more. Factors that may affect your decision on the actual amount to spend include local media cost, location of the Franchised Business and customer demographics in the surrounding area. Also, it would depend on how quickly you want to build your business. Someone choosing to build a large business may want to invest more money into advertising upfront.

10. Software. You will be required to purchase computer software to manage client tracking, billing scheduling, accounting, and website activities for the Franchised Business. Our computer software and

hardware requirements are described in greater detail in The Manual.

11. Career Apparel. You will be required to purchase career apparel with the SENIORS HELPING SENIORS name and logo, such as hats, sweaters, and shirts, to be worn by the employees of the Franchised Business. Currently, you may use career apparel that you already own. In this case, we require that you send the apparel to us. We have made arrangements with a local vendor that will embroider the SHS logo at a cost to you of \$5 per logo. The range of costs represents the purchase of this apparel and includes the estimated cost of postage to send the apparel to and from us for the embroidery of the logo. The total cost will vary based on competition among local suppliers and the number of employees, among other things.

12. Training. The cost of initial training is included in the Franchise Fee. We currently hold the initial training program virtually, however, if we decide to hold it in person, you are responsible for transportation and expenses for food and lodging while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. Due to COVID, all of our trainings are currently virtual and do not require travel. This may change in the future. This fee is nonrefundable.

13. Licenses & Permits. Local government agencies typically charge fees for such things as operating licenses. Your actual costs may vary from the estimates based on the requirements of local government agencies.

14. Legal & Accounting. You will need to employ an attorney, an accountant and other consultants to assist you in establishing your Franchised Business. These fees may vary from location to location depending upon the prevailing rate of attorneys', accountants' and consultants' fees.

15. Home Based Business. You may choose to operate your business out of a home office and use a vehicle that you already own. By doing so you will not incur certain start-up costs such as rent, utility deposits, vehicle payments, etc.

16. Salaries. We recommend that you have a minimum amount of money available to cover employees' salaries should you choose to have office staff for the first 3 months of operating the business. If you do not hire office staff, your investment would be zero for the first 3 months.

17. Licensing Consulting. If you wish to engage a third party to assist in the licensing process, you may hire an outside consultant.

18. Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses, including employees' salaries, for the first 3 months that the Franchised Business is open. This estimate, as well as the others set forth in the Item 7 Chart above, are based on (a) the experience of us and our affiliates, (b) general trends in our franchisees' collective experience, and (c) estimates we receive from our suppliers/vendors. Any amounts paid to us are nonrefundable.

YOUR ESTIMATED INITIAL INVESTMENT UNDER A DEVELOPMENT AGREEMENT (2-PACK)

Type of Expenditure	Offering	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Initial Development Fee ²	2-Pack	\$85,000	Lump Sum	Upon Execution of Development Agreement	Franchisor
Initial Investment to Open Initial			See Chart A of this Item 7.		

Franchised Business³		\$45,900 to \$110,300	
Total	2-Pack	\$124,715 to \$177,890	This is the total estimated initial investment to enter into a Development Agreement for the right to develop a total of two (2) Franchised Businesses, as well as the costs to open and commence operating your initial Franchised Business for the first three (3) months (as described more fully in Chart A of this Item 7).

Explanatory Notes

1. **General Note.** All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. This Chart details the estimated initial investment associated with executing a Development Agreement for the right to own and operate two (2) Franchised Businesses, as well as the initial investment to open your first Franchised Business under your Development Schedule.
2. **Development Fee.** The Development Fee is described in greater detail in Item 5 of this Disclosure Document, and the Development Fee is for the right to open and operate a total of two (2) Franchised Businesses (provided you comply with your development obligations under the Development Agreement). If you choose to open more than two (2) Franchised Businesses, your Development Fee will be calculated as follows: \$50,000 for the first Franchised Business, \$35,000 for your second Franchised Business, and \$25,000 for the third and each additional Franchised Business. In order to receive the discount on these additional Franchised Businesses, they must be purchased at the same time. This fee is nonrefundable.
3. **Initial Investment to Open Initial Franchised Business.** This figure represents the total estimated initial investment required to open the initial Franchised you agreed to develop under the Development Agreement. You will be required to enter into our then-current form of franchise agreement for the initial Franchised Business you develop under the Development Agreement, once you have found a premises that we have the right to approve. The range includes all the items outlined in Chart 7(A) of this Item, except for the Initial Franchise Fee (because you are not required to pay any Initial Franchise Fee for those businesses you develop under the Development Agreement). It does not include any of the costs you will incur in opening any additional businesses that you are granted the right to develop under your Development Agreement.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as indicated below, you are not required to purchase or lease products or services from us or our Affiliate or from suppliers approved by us or under our specifications.

Specifications/Approved Suppliers

You must furnish and equip the Franchised Business according to our standards and specifications, even if we allow you to operate the Franchised Business from your home. All signs, equipment, and other items, including, but not limited to marketing materials and any and all merchandise with the SHS logo, used in the operation of the Franchised Business must comply with our specifications and quality standards and, if we require, must only be purchased from approved suppliers that we designate. We will provide you, in the Manual or other written or electronic form, a list of specifications for equipment, supplies, and other materials and, if required, a list of designated or approved suppliers for some or all of these items, which may include us or our Affiliate. From time to time we may modify the list. We formulate and modify our specifications and standards for products and services based upon our and our Affiliate's industry knowledge and our Affiliate's experience in operating a SENIORS HELPING SENIORS Business since October of 1998. Neither we nor our Affiliate is an approved supplier nor the only approved supplier of any product or service.

None of our officers or persons affiliated with SHS owns ~~any~~ interest in any approved suppliers.

Alternate Suppliers

You may request to purchase items from an alternate supplier that has not been approved by us. Upon your request, we will furnish you with our current alternate supplier approval criteria. You may then submit to SHS for its prior written approval, a sample of the item or items. The sample must be sent to SHS in a format that permits us to complete our review. As part of our approval process, we may review the proposed supplier's financial records, business reputation, delivery performance, credit rating and other information. We do not charge for the review. SHS shall notify you of its approval or disapproval thereof within ten (10) days from the date of receipt by SHS of such materials. If SHS does not notify you within ten (10) days, approval shall be deemed to have been given. Approval may be revoked at any time, if SHS becomes aware that 1) the items no longer conform to our standards and requirements or, 2) if the alternate supplier no longer meets our criteria for approval.

Computer Hardware and Software

You are required to purchase computer hardware and software that meet the specifications described in the Manual. We currently recommend that you purchase a Windows-based personal computer or laptop and word processing software, such as, Microsoft Office. You must purchase QuickBooks account software and a customized scheduling and customer management software system. We do not derive revenue from your purchase of hardware or software.

Answering System and Forwarding Calls

You must arrange adequate telephone service for use in the Franchised Business. No other business shall be conducted utilizing the telephone number assigned to or used in your Franchised Business. Telephone Answering & Service: You must have your business telephone answered by a live person during normal daytime working hours and to respond by telephone to all inquiries for client services within one hour after the initial contact by a potential or current client. Your phone system must be capable of forwarding calls to your cell phone if no one is in the office. At all times, when an answering machine/message is used to greet callers (including evening/night hours between 6:00PM and 8:00AM) a professional outgoing message must include the name "Seniors Helping Seniors".

Insurance

You must purchase and maintain in effect during the term of the Franchise Agreement the type and amount of insurance specified in Section XI of the Franchise Agreement in addition to any other insurance that may be required by applicable law, any lender or lessor. Your insurance policies must name us as an additional insured and/or loss payee. We do not derive revenue as a result of your purchase of insurance.

SHS in accordance with the standards and specifications set forth from time to time in the Manual or otherwise in writing, and shall include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified from time to time by SHS in the Manual or otherwise in writing), the following:

1. General commercial liability insurance, including contractual liability, broad form property damage, personal injury, advertising injury, product liability, completed operations and independent contractors coverage, and fire damage coverage in the amount of at least One Million Dollars (\$1,000,000) or such higher amount as required by law, per occurrence or project; Three Million Dollars (\$3,000,000) aggregate;
2. Worker's compensation and employer's liability insurance as well as such other insurance as

may be required by statute or rule of the state in which the Franchised Business is located and operated (if there are no state requirements, however, you must maintain the same coverage amounts that we maintain);

3. Fire, vandalism and extended coverage insurance with primary and excess limits of not less than full replacement value of all the Franchised Business's property, merchandise, furniture, fixtures, equipment and improvements;

4. Commercial Vehicle insurance covering your vans or trucks and any other vehicles used in your Franchised Business, with One Million Dollars (\$1,000,000) combined single limit and other coverages in the same amounts maintained by SHS; and

5. Depositors forgery and fidelity bond/employee dishonesty coverages of \$100,000 each, with \$1,000 deductible.

The type of insurance and the insurance amounts are subject to change based on inflation or future experience with claims asserted against Franchised Businesses. SHS, in its sole discretion, may require you to obtain and pay for additional insurance coverage. You must furnish SHS with certificates of insurance, along with evidence that the premiums have been paid. You will be liable for any costs and expenses, including attorneys' fees, incurred by SHS in connection with any proceedings arising out of compliance with the provisions of the Franchise Agreement relating to insurance. SHS shall be named as an additional insured in each of your insurance policies as are designated by SHS. You must further waive subrogation against SHS for any and all claims or losses.

Miscellaneous

We may negotiate group rates, including price terms, for the purchase of equipment and supplies necessary for the operation of the Franchised Business. Other than an agreement with a local vendor for embroidery of SHS logo, there are no such purchase or supply agreements in effect. Neither we nor our Non-Profit Affiliate receive any consideration from this arrangement.

We estimate that approximately 10% of your expenditures in establishing your Franchised Business will be for goods and services that must be purchased in accordance with our standards and specifications from an approved supplier.

We estimate that approximately 5% of your expenditures on an ongoing basis will be for goods and services that must be purchased in accordance with our standards and specifications from an approved supplier.

Neither our Affiliate nor we have received revenue as a result of franchisee purchases ~~through 2022~~ during the 2023 calendar year, but we may derive revenue from future arrangements with suppliers based on franchisee purchases.

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

There are no purchasing or distribution cooperatives that you are required to join.

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement 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	Section in Development Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section V.S.	Section 1 and Exhibit A	Items 11 and 12
b. Pre-opening purchases/ leases	Sections V.H. and V.P.	Nothing Additional (see Franchise Agreements signed)	Items 7 and 8
c. Site development and other pre-opening requirements	Section V.H., V.K., V.R., V.T., and V.U.	Sections 1, 5 and Exhibit A of the Development Agreement	Items 6, 7, 8 and 11
d. Initial and ongoing training	Sections V.C. and V.D.	Nothing Additional (see Franchise Agreements signed)	Items 5, 6, 7 and 11
e. Opening	Sections V.O. and V.T.	Nothing Additional (see Franchise Agreements signed)	Items 7 and 11
f. Fees	Section IV	Section 2	Items 5, 6, 7, and 11
g. Compliance with standards and policies/ operations manual	Section V.G.	Nothing Additional (see Franchise Agreements signed)	Item 8, 11 and 16
h. Trademarks and proprietary information	Section VI	Nothing Additional (see Franchise Agreements signed)	Items 13 and 14
i. Restrictions on products/ services offered	Section V.I.	Nothing Additional (see Franchise Agreements signed)	Item 8, 12 and 16
j. Warranty and customer service requirements	Section V.Q.	Nothing Additional (see Franchise Agreements signed)	Item 16
k. Territorial development and sales quotas	Section IV	Section 1 and Exhibit A of the Development Agreement	Items 12 and 17

Obligation	Section in Franchise Agreement	Section in Development Agreement	Disclosure Document Item
l. Ongoing product/service purchases	Section V.H.	Nothing Additional (see Franchise Agreements signed)	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Section V.N.	Nothing Additional (see Franchise Agreements signed)	Item 6 and 17
n. Insurance	Section XI	Nothing Additional (see Franchise Agreements signed)	Items 6, 7 and 8
o. Advertising	Section X	Nothing Additional (see Franchise Agreements signed)	Items 6, 7 and 11
p. Indemnification	Section XVIII.C.	Nothing Additional (see Franchise Agreements signed)	Item 6
q. Owners participation/management/staffing	Section V.F.	Nothing Additional (see Franchise Agreements signed)	Items 15
r. Records and reports	Section IV.E.	Nothing Additional (see Franchise Agreements signed)	Item 11
s. Inspections and audits	Section IX.E.	Nothing Additional (see Franchise Agreements signed)	Items 6, 11, and 13
t. Transfer	Section XII	Section 8	Item 17
u. Renewal	Section II.B.	Nothing Additional (see Franchise Agreements signed)	Item 17
v. Post term obligations	Section XIV	Nothing Additional (see Franchise Agreements signed)	Item 17
w. Noncompetition covenant	Section XV.B.	Nothing Additional (see Franchise Agreements signed)	Item 17
x. Dispute resolution	Section XXVI	Sections 11 through 15	Item 17
y. Guarantee of franchisee obligations	Section XVIII	Nothing Additional (see Franchise Agreements signed)	Items 12, 15, and 17

ITEM 10. **FINANCING**

We do not offer direct or indirect financing. We do not guarantee any 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 any assistance to you.

A. Pre-Opening Assistance

Before you open the Franchised Business, we will:

1. provide you with guidelines and specifications for the operation and management of the Franchised Business, which guidelines and specifications must be adopted by you, including sales and marketing your Franchised Business, computer software training, advertising and promotional techniques, and staffing. We will provide you with the names and specifications for equipment, signs, fixtures, opening inventory and supplies. We do not deliver or install these items. (Section III.A.1.);
2. provide an initial training program in the establishment and operation of the Franchised Business which must be successfully completed to our satisfaction (Section III.A.2.);
3. loan you a single copy of our Operations Manuals (collectively, the "Manual") as amended from time to time, which will include standards and specifications for procedures, management, and operation of the Franchised Business (Section III.A.3.). Said Manual consists of 322 pages. Attached to this disclosure document as Exhibit D is the Table of Contents of the Manual;
4. evaluate your business systems, marketing plans, etc. to ensure your Franchised Business is properly set up in accordance with our specifications (Section III.A.4.);
5. license to you the right to use the Proprietary Marks in connection with the Franchised Business and to identify the Franchised Business as a Seniors Helping Seniors business (Section III.A.5.);
6. use our best efforts to obtain on your behalf favorable rates for insurance coverage, vehicle financing, computers, or other equipment items for the Franchised Business (subject to any eligibility requirements established by the vendors for such products and services) (Section III.A.6.);
7. review and approve or disapprove advertising, marketing, promotional and pre-opening materials submitted for review during the first six months of your operations (Section III.A.7.); and
8. assist you with obtaining software from third-party vendors to help you with running your Franchised Business. (Section III.A.8.)

B. Other Assistance During the Operation of The Franchised Business. After the opening of the Franchised Business, we will:

1. provide as much basic advisory assistance as we believe will be helpful to you in the ongoing operation, advertising and promotion of the Franchised Business, which assistance may (but is not required to) include, an annual on-site visit or telephonic conference, limited telephone support, on-line intranet forums and teleconferences (Section III.B.1.);

2. coordinate and conduct periodic training programs for our network of franchisees (Section III.B.2.);

3. provide optional fee-based specialized training and assistance as we believe will be helpful to you in the ongoing operation, advertising and promotion of the Franchised Business, including, for example, site visits, sales training, management training, round table seminars, detailed marketing plan review, detailed business planning, specialized best practices modules and any support in excess of basic non-fee-based support (Section III.B.3.);

4. provide you with updates, revisions and amendments to the Manual (Section III.B.4.);

5. continue our efforts to establish and maintain high standards of quality, customer satisfaction and service. To that end, we will conduct inspections on a periodic basis of the Franchised Business and its operations and will evaluate the methods and the staff employed (Section III.B.5.);

6. make available at your expense certain promotional items, such as apparel, calendars, kitchen magnets, stickers and the like which bear the Proprietary Marks for use by you in promoting the Franchised Business (Section III.B.6.);

7. review your annual business plan which is due by the 15th of November each year and determine mutually agreed upon reasonable performance targets for the next calendar year (Section III.B.7.); and

8. we may, but are not obligated to, assist you with establishing prices for products and services.

C. Advertising and Promotion

1. Every three months, you must spend at least 1% of your Gross Sales on advertising, promotions and public relations in the local area surrounding the Franchised Business. You will pay for your ads and promotions directly, but we will provide you with general marketing guidelines and we will review and approve your advertisements. We are not obligated to spend any amount on advertising in your Territory (Sections IV.F. and X.B).

2. We have developed a Regional Advertising Fund (which is similar to an advertising cooperative), and you are required to contribute 1% of your Gross Sales to the fund unless this amount is increased by a majority vote of your regional franchise Council. Other Regional Advertising Funds may be required to spend more than 1% if the amount is increased based on the majority vote of the regional franchise Council. All Seniors Helping Seniors Businesses owned by any of our affiliates or us will make similar contributions to the Regional Development Fund as required of franchisees. The formula is determined by each regional franchise Council. (Section IV.A.3) We may adjust the percentage from time to time. The Regional Advertising Fund membership is based on the location of your Seniors Helping Seniors Business and depending on where the Seniors Helping Seniors Business is located, you will be required to participate in that specific Regional Advertising Fund. Regional Advertising Fund governing documents will be made available to you upon reasonable request. We will administer the Regional Advertising Fund and the Regional Advertising Fund will operate from written governing documents, which will be made available for you to review. The Regional Advertising Fund will prepare annual financial statements that are available for review, however, these statements are not required to be audited. We reserve the right to require the Regional Advertising Fund to be formed, changed, dissolved, or merged. During the past fiscal year ending December 31, 2022, Regional Funds were used 100% on media placement for the franchisees. 100% of the funds were

used on digital advertising which includes association memberships. Regional Funds that are not used in the fiscal year they are accrued, are rolled over to the following year.

3. We may develop a Brand Development Fund, and if we do, you will be required to contribute up to 1% of your Gross Sales to the fund (Section IV.A.3). We may adjust the percentage from time to time. All franchisees will be required to contribute to the Brand Development Fund at the same rates. We are not currently collecting this fee from our Franchisees.

If established, we will administer the Brand Development Fund as follows:

(a) We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print, television, radio, Internet or other media for advertisements and promotions. We do not guarantee that any particular franchisee will benefit directly or in proportion to their contribution from the placement of advertising by the Regional or Brand Development Fund.

(b) We may use your contributions to meet any cost of producing, maintaining, administering and directing consumer advertising (including the cost of preparing and conducting television, radio, Internet, magazine and newspaper advertising campaigns and other public relations activities; developing and/or hosting an Internet web page of similar activities; employing advertising agencies to assist; providing promotional brochures; conducting market research; and providing other marketing materials to franchisees). We initially plan to conduct all advertising in-house, but we may use a national or regional advertising agency in the future. We will maintain your contributions in a separate account from our funds and we will not use them for any of our general operating expenses, except for our reasonable administrative costs and overhead related to the administration of the Regional or Brand Development Fund. We will not use advertising fund contributions for the direct solicitation of franchise sales.

(c) We will administer the fund and we may or may not use all contributions in the fiscal year they are made. We will use any interest or other earnings of the Regional or Brand Development Fund before using current contributions. We intend for the Brand Development Fund to be perpetual, but we have the right to terminate it if necessary. We will not terminate the Brand Development Fund until all contributions and earnings have been used for advertising and promotional purposes or have been returned to our franchisees on a pro rata basis.

(d) All SENIORS HELPING SENIORS Businesses owned by any of our affiliates or us will make similar contributions to the Brand Development Fund as required of franchisees.

(e) We will have an accounting of the Brand Development Fund prepared each year and we will provide you with a copy if you request it. The Brand Development Fund is not required to be audited.

(f) The Brand Development Fund is not a trust and we assume no fiduciary duty in administering such Funds.

4. During your first 3 months of operation, you must spend at least \$20,000 on marketing efforts to include grand opening advertising, including print or news media and/or direct mail advertising, dues for business organizations, event dues or other solicitation and promotional efforts. We will provide you with guidance for conducting Grand Opening Advertising, and we will review and approve the materials you use in your Grand Opening Advertising. (Sections X.A. and X.D.)

5. You may be selected to become a member of our advertising Council. The number of members is based on selecting those franchisees that have experience with advertising and their geographic area. The Council only serves in an advisory capacity. We may change or dissolve the council at any time

D. Computer System

We have the right, under the Franchise Agreement, to require you to purchase and use any and all computer software programs that we may develop and/or designate for use by the System and to purchase all Windows-based computer hardware necessary for the efficient operation of the software. (Section V. P.). Presently, we require you to utilize QuickBooks, an off-the-shelf accounting program. The software you use should be capable of handling the Franchised Business's accounts payable, accounts receivable, collections, billing, general ledger, and ~~check-book~~checkbook. Additionally, you must purchase a customized client management and scheduling program for your Seniors Helping Seniors® Franchise.

You must also purchase and use Windows-based computer hardware compatible with our system and capable of running the above-described accounting and scheduling software; we do not currently require you to comply with any other computer hardware specifications. We do not require you to purchase any specific point-of-sale hardware or software.

Depending on the computer hardware and software that you currently own, you can expect to spend about \$2,000 for the purchase of the computer hardware and the required software programs.

We do not currently have independent access to information collected or compiled by or in accordance with your use of the software.

You must update or upgrade computer hardware components and/or software as we deem necessary but not more than one time per calendar year. The annual cost of updating or upgrading your computer hardware components and/or software could range from \$0 to \$400, however, there is no limitation on the cost to update the hardware and/or software components. Currently, the only upgrades required are those provided by your software providers. Neither we, our affiliates or any third party is obligated to provide ongoing maintenance, repairs, upgrades, or updates to your computer hardware/software.

E. Methods Used to Select the Location of the Franchised Business

If you have a potential site for the Franchised Business, you may propose the location for our consideration. We may consent to the site after we have evaluated it. If appropriate, we may allow you to operate the Franchised Business from a home office. To be considered appropriate, your home office must be at least 350 square feet of space for an office and for storage of equipment and supplies. If you do not have a proposed site, we will designate a geographic area within which you must locate the Franchised Business and we will furnish you with our general site selection criteria. You are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us. We do not typically own a premises which is then leased to you. Under the Development Agreement and each respective Franchise Agreement, we will approve the location of future Franchised Businesses and any territories for those Franchised Businesses and the then-current standards for sites and territories will apply. (Sections V. S.)

The general site selection and evaluation criteria which we consider in approving your site, if it is outside of your home, includes condition of the premises, demographics of the surrounding area, proximity to other SENIORS HELPING SENIORS Businesses, lease requirements, proximity to major roads and overall suitability. We will provide you with written notice of our approval or disapproval of any proposed site within thirty (30) days after receiving all requested information. If you and we cannot agree on a suitable site for the Franchised Business within sixty (60) days, we may terminate the Franchise Agreement.

F. Typical Length of Time Before Operation

The typical length of time between the signing of the Franchise Agreement and the opening of your Franchised Business is approximately three (3) months; however, you are required to open your Franchised Business and be operational within four (4) months after signing the Franchise Agreement. Factors that may

affect how long it takes you to open the Franchised Business include your ability to secure licenses, permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures. (Section V.T.)

G. Training

Within the first 90 days after signing the Agreement, we will conduct, and you are required to complete an initial training program (“Initial Training”) that the Designated Manager (which is you, unless you designate another individual) must attend and complete to our satisfaction. If you designate another individual, that individual must successfully complete Initial Training, and you must attend the first two days of the program. The initial training program consists of approximately seven days of training and we hold the initial training program on a monthly basis. Initial training covers all material aspects of the operation of a SENIORS HELPING SENIORS® Business, including such topics as sales and marketing methods; public relations, caregiver hiring, client assessments, technology, accounting, maintenance of quality standards, customer service techniques, record keeping and reporting procedures, and other office operations and on-the-job training. If you replace your Designated Manager, your new Designated Manager must attend our training program. Franchisee bears the cost of travel, lodging and meal expenses. You are responsible for training your own employees and other management personnel. Training classes will be held on a monthly basis or as needed. The fees for said training are \$5,000. All of our trainings are currently virtual and do not require travel. We reserve the right to change this in the future.

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Office Procedures	8-16	4-8	Wyomissing Hills, PA (Virtually)
Sales	4-8	2-4	Wyomissing Hills, PA (Virtually)
Administration	4-8	2-4	Wyomissing Hills, PA (Virtually)
Marketing	8-16	0	Wyomissing Hills, PA (Virtually)
Public Relations	4-8	0	Wyomissing Hills, PA (Virtually)
Operations	4-8	2-4	Wyomissing Hills, PA (Virtually)
Total	32 - 64	10 - 20	

The individuals noted in Item 2 of this disclosure document will provide training. Howard has ~~24~~²² years’ experience in home care and related health care businesses. Daniel has ~~46~~¹⁷ years’ experience in operations, training, finance and sales. ~~Brad has over 10 years of experience running a Seniors Helping Seniors® franchise and over 30 years of experience in operations and training.~~ Brian has over seven years of experience running a Seniors Helping Seniors® franchise and over ~~30~~³¹ years of experience in marketing, operations, and finance. Steve has over ~~20~~²¹ years of experience in marketing. Dave has over 8 years of

running a Home Care business and over ~~30~~31 years' experience in operations, marketing, finance and management. From time to time we may require that previously trained and experienced franchisees, their managers, and/or employees attend refresher-training programs to be conducted at our headquarters. Attendance at these programs will be at your sole expense; however, we will provide you with instruction and training materials in connection with this additional training. The training materials that we use includes the Operations Manual, PowerPoints, handouts, and other materials that we designate from time to time.

From time to time we may require that previously trained and experienced franchisees, their managers, and/or employees attend refresher-training programs to be conducted at our headquarters. Attendance at these programs will be at your sole expense; however, we will provide you with instruction and training materials in connection with this additional training.

ITEM 12. TERRITORY

You must operate the Franchised Business only from the Approved Location listed in Section V.S. of the Franchise Agreement, which may be your home or a leased facility in a suitably located commercial park or similar area. If the Approved Location has not already been determined when you sign the Franchise Agreement, you and we will agree upon a Designated Area within which you will locate the Franchised Business. Although we may assist you in selecting a location, you are solely responsible for selecting the Approved Location and negotiating the terms of the lease.

We will also grant you a Territory (Section I.C.). A Territory will have a specified minimum population of 250,000 people. If you are in compliance with the Franchise Agreement during its term, including meeting the Monthly Minimum Gross Sales requirement, we will not establish or operate, or license others to establish or operate, SENIORS HELPING SENIORS Businesses or competing businesses within the Territory. If you fail to meet the Monthly Minimum Gross Sales requirement during any time period outlined above, then you must pay us the Monthly Minimum Royalty Fee and we may establish or operate, or license others to establish or operate, SENIORS HELPING SENIORS Businesses or competing businesses within the Territory.

If you decide to relocate the Franchised Business, you must notify us. We will approve relocation as long as it is within the boundaries of the Territory assigned to below.

You have no contractual right, whether by option, right of first refusal or similar rights, to acquire additional franchises.

You may not accept or solicit orders inside of another Franchisee's Territory. You are not restricted from accepting orders from consumers outside your territory, and you have the right to use other channels of distribution such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside your territory, until such time as we assign territory to a new franchisee. Notwithstanding the forgoing, at no point are you permitted to solicit clients beyond your Territory without our prior written consent.

You have an exclusive right to your territory. We have not reserved the right to use other channels of distributions, such as the internet, catalog sales, telemarketing or other direct marketing to make sales within your territory under our principal trademarks or different trademarks. If you fail to meet the requisite performance targets within the Territory as reasonably established by mutual agreement in your business plan (or if you fail to submit a business plan as required under the Franchise Agreement), grounds for default under the Franchise Agreement will exist and we may reduce the size of the Territory or revoke the terms of exclusivity therein. We are not obligated to compensate you for soliciting or accepting services in your Territory.

If you are granted the right to develop multiple Franchised Businesses under our form of Development Agreement, then we will provide you with a development area (the "Development Area") upon execution of the Development Agreement, which consists of the Territories for each Franchised Business you

are granted the right to develop. The size of your Development Area will vary from other developers based on the number of Franchised Businesses we grant you the right to develop and the location and demographics of each Territory within the Development Area. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Data Sheet in the Development Agreement.

Each Franchised Business you timely develop and commence operating under our then-current form of franchise agreement will be operated from a premises located within the Territory for that Franchised Business. Under each franchise agreement that you enter into pursuant to the Development Agreement, we will approve of the premises of each Business and the then-current standards for locations and territories will apply.

Upon the occurrence of any one of the events described in the preceding paragraph, your territorial rights within the Development Area will terminate, except that each Business you have developed and are continuously operating as of the date of such occurrence will continue to enjoy the territorial rights within their respective Territories that were granted under the Franchise Agreement that you entered into for those Franchised Businesses.

You must comply with your development obligations under the Development Agreement, including your Development Schedule, to maintain your exclusive rights within the Development Area and each Territory. If you do not comply with your Development Schedule, we may terminate your Development Agreement and any further development rights you have under that agreement. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

ITEM 13. TRADEMARKS

You must operate the Franchised Business under the name “SENIORS HELPING SENIORS.” You may also use any other current or future Mark to operate the Franchised Business that we designate in writing, including the logo on the front of this disclosure document. By “Mark,” we mean any trade name, trademark, service mark or logo used to identify SENIORS HELPING SENIORS Businesses. As of the Issuance Date of this Disclosure Document, we have the exclusive right to use and to license to others the following Marks, all of which have been registered on the Principal Register of the U.S. Patent and Trademark Office (“USPTO”) as follows:

MARK	REGISTRATION NUMBER	REGISTRATION DATE	REGISTER
Seniors Helping Seniors	4,171,851	July 10, 2012	Principal
. . . A Way to Give and to Receive	4,348,812	June 11, 2013	Principal
For the Help You Want at a Price You Can Afford	2,578,722	June 11, 2002	Principal
For Your Senior’s Personal Care, When you Can’t Be There	4,876,635	December 29, 2015	Principal

Why Not Love?	3,013,902	November 8, 2005	Principal
Why Not Love?	2,961,211	June 7, 2005	Principal
Why Not Love?	2,988,118	August 23, 2005	Principal
Why Not Love?	3,444,347	June 10, 2008	Principal
The Power of Love	3,466,207	July 15, 2008	Principal
We Change People's Lives	3,688,320	September 29, 2009	Principal
Like Getting a Little Help From Your Friends	3,688,319	September 29, 2009	Principal
Do Good and Make Money	3,824,203	June 27, 2010	Principal
Seniors Helping Seniors 360°	5,833,846	August 13, 2019	Principal
Love Is In Our Care	88,435,169	May 17 <u>November 26,</u> 2019	<u>Principal</u>
	88,457,077	June <u>December</u> 3, 2019	Principal
360° SHS	88,456,600	June <u>December</u> 3, 2019	Principal
SENIORS HELPING SENIORS 	88,457,239	June 3 <u>December 24,</u> 2019	Principal

We have filed all required affidavits and renewals with the USPTO.

There are currently no effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; no pending infringements, oppositions or cancellations; and no pending material litigation involving any of the Marks.

There are no infringing or prior superior uses actually known to us that could materially affect the use of the Marks in this state or any other state in which the Franchised Business may be located.

There are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

You will not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your Franchised Business, therefore we are not responsible to protect you against claims of infringement or unfair competition arising out of your use of the Marks. You may only use the Marks in accordance with our standards, operating procedures and specifications. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign the Franchise Agreement. You may not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us of any apparent infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you may not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We may take whatever action we deem appropriate in these situations; we have exclusive control over settlement, litigation or Patent and Trademark Office or other proceeding arising out of any alleged infringement, challenge or claim or otherwise concerning any Mark. You must take any actions that, in the opinion of our counsel, may be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Marks.

We can require you to modify or discontinue use of any Mark and to use one or more additional or substitute trademarks or service marks. We will not be required to reimburse you for your expenses to modify or discontinue the use of a Mark or to substitute a trademark or service mark for a discontinued Mark. We are not obligated to reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. We own certain copyrights in the Manual, marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Registrar of Copyrights and need not do so to protect them. You may use these items only as we specify while operating the Franchised Business and you must stop using them if we direct you to do so.

There are currently no effective determinations of the Copyright Office (Library of Congress) or any court regarding the copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain Confidential Information, including certain trade secrets, methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a SENIORS HELPING SENIORS Business. We will provide our Confidential Information to you during training, in the Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use the Confidential Information for the purpose of operating your Franchised Business. You may only divulge Confidential Information to employees who must have access to it in order to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to Confidential Information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff are required to sign nondisclosure and non-competition agreements.

All ideas, concepts, techniques or materials concerning the Franchised Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees.

Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

The Franchised Business must always be under the direct full-time supervision of a Designated Manager, which is you if you are an individual, or is an individual you select. You (or your Designated Manager) must have at least five years of business experience and must attend and satisfactorily complete our initial training program prior to opening the Franchised Business. You must keep us informed of the identity of your current Designated Manager. If you are a corporation or other business entity and the Franchised Business is under the supervision of a Designated Manager, he or she does not have to be one of your owners.

As described in ITEM 14, all shareholders (and members of their immediate families and households), officers, directors, partners, members, managers, executives, employees and staff, and other individuals having access to Confidential Information may be required to sign nondisclosure and non-competition agreements. We will be a third-party beneficiary with the right to enforce the agreements.

If you are a business entity, anyone who owns an interest in the entity and their spouse must personally guarantee the performance of all of your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Guaranty and Assumption of Obligations attached to the Franchise Agreement as Exhibit B.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only use the Approved Location for the operation of the Franchised Business and you must not use, or permit the use of, the premises for any other purpose or activity without our written consent. You must operate the Franchised Business in strict conformity with those methods, standards and specifications in the Manual and as we may require otherwise in writing. You may not deviate from these standards, specifications and procedures without our written consent.

You must offer the services and products we specify from time to time, in strict accordance with our standards and specifications, including services such companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer's/dementia care (memory care) and TeleCare, assistive technologies, facility referral services, adult day care, and medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy. These services are to be provided by individuals whose life experiences indicate that they will provide them in a loving, giving, caring and compassionate way. You may not sell any services or products that we have not authorized, and you must discontinue offering any services or products that we may, in our sole discretion, disapprove in writing at any time.

We may periodically change required and/or authorized products or services. There are no limits on

our right to do so. If we modify the System, you may be required to add or replace equipment, signs and fixtures, and you may have to make improvements or modifications as necessary to maintain uniformity with our current standards and specifications.

From time to time, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based upon such factors as we determine, including test marketing, your qualifications, and regional or local differences.

Franchisor does not put limitations on medical care and services provided by Franchisee as long as Franchisee is licensed within the state it is doing business, hires the appropriate employees who are licensed to provide such medical care and services and does not interfere with the delivery of medical care and services as ordered by a doctor and/or proper health authority.

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 The Franchise Agreement	Summary
a	Term of the franchise	Section II.A	The initial term is 10 years.
b	Renewal or extension of the term	Section II.B	You may renew for two (2) additional terms of 10 years each, subject to (c) below.

Provision		Section In The Franchise Agreement	Summary
c	Requirements for you to renew or extend	Section II.C	You may renew the Franchise Agreement if you: have substantially complied with the provisions of the Franchise Agreement; have the right to maintain possession of the Approved Location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not in default of any provision of the Franchise Agreement or any other agreement between you and us; have given timely notice of your intent to renew; sign a Renewal Agreement that is in effect at the time of renewal, which may be materially different than the terms and conditions from the original contract; comply with current qualifications and training requirements; execute a general release in a form satisfactory to us and subject to state law; and pay our then-current renewal fee.
d	Termination by you	Not applicable	You do not have the contractual right to terminate the Franchise Agreement (subject to state law).
e	Termination by us without cause	Not applicable	
f	Termination by us with cause	Section XIII.A	We may terminate the Franchise Agreement only if you default.
g	“Cause” defined- defaults which can be cured	Section XIII.B.	You can avoid termination of the Franchise Agreement if you cure the following defaults within 30 days of receiving our notice of termination: failure to make payments due us; or failure to comply with mandatory specifications in the Franchise Agreement or Manual.

	Provision	Section In The Franchise Agreement	Summary
h	"Cause" defined- defaults which cannot be cured	Section XIII.A.	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to establish and equip the Franchised Business; fail to satisfactorily complete training; make a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; use the Manual or Confidential Information in an unauthorized manner; abandon the Franchised Business for five consecutive days; surrender or transfer of control of Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a Designated Manager if you die or become disabled; submit reports on two separate occasions understating any amounts due by more than 5%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks, copyrights or Confidential Information; fail on two occasions within any 12 months to submit reports or records or to pay any fees due us or any Affiliate; violate any health, safety or other laws or conducts the Franchised Business in a manner creating a health or safety hazard; or default under any other agreement between you and us (or our Affiliate) such that we (or our Affiliate) have the right to terminate the Franchise Agreement.
i	Your obligations on termination/nonrenewal	Section XIV	If the Franchise Agreement is terminated or not renewed, you must: stop operating the Franchised Business; stop using any Confidential Information, the System and the Marks; if requested, assign your interest in the Approved Location to us; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the termination provisions of the Franchise Agreement; return the Manual and all other Confidential Information; assign your telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.

Provision		Section In The Franchise Agreement	Summary
			Agreement.
j	Assignment of contract by us	Section XII.A.	There are no restrictions on our right to assign our interest in the Franchise Agreement.
k	“Transfer” by you- definition	Section XII.B.	“Transfer” includes transfer of ownership in the franchise, the Franchise Agreement, the Approved Location, the Franchised Business’s assets or the franchisee entity.
l	Our approval of transfer by you	Section XII.B.1.	You may not transfer your interest in any of the above without our prior written consent.
m	Conditions for our approval of transfer	Section XII.B.2.	We will consent to a transfer if: all obligations owed to us are paid; you and the transferee have executed a general release in a form satisfactory to us and subject to state law; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a transfer fee equal to the lesser of \$15,000 or 50% of the then- current initial franchise fee, plus attorney’s fees; the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form satisfactory to us; and before assuming management of the operation of the Franchised Business, the transferee’s Designated Manager has completed the initial training program.
n	Our right of first refusal to acquire your Franchised Business	Not applicable	You must first offer to sell to us on the same terms and conditions as those offered by a third party. We will notify you, within 30 days after receiving the offer, whether we wish to exercise our right to purchase your business.
o	Our option to purchase your Franchised Business	Not applicable	We have an option to purchase your Franchised Business upon termination or expiration of the Franchise Agreement.
p	Your death or disability	Section XII.D.	If you (or one of you owners) die or become incapacitated, your representative must transfer, subject to the terms of the Franchise Agreement, your interest in the Franchised Business within six months of death or incapacity.
q	Non-competition covenants during the term of the franchise	Section XV.B.	You, your owners (and members of their families and households) and your officers, directors, executives managers or professional staff are prohibited from: attempting to divert any business or customer

			of the Franchised Business to a Competitive Business or causing injury or prejudice to the Marks or the System; or owning or working for a Competitive Business. This provision is subject to state law.
r	Non-competition covenants after the franchise is terminated or expires	Section XV.C. <i>See also</i> Section XV.C.2	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives managers or professional staff are prohibited from: owning or working for a Competitive Business operating within 30 miles of the Approved Location (or within the Protected Territory, if greater) or any other SENIORS HELPING SENIORS Business; or interfering with our business relationships or with anyone or any entity with which we have a business relationship. This requirement is subject to state law.
s	Modification of the agreement	Sections XVI and XXIII.	The Franchise Agreement can be modified only by written agreement between you and us. We may unilaterally modify the Manual if the modification does not materially alter your fundamental rights.
t	Integration/merger clause	Section XXIII.	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement other promises may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u	Dispute resolution by arbitration or mediation	Section XXVI.	Except for claims relating to the Marks, Confidential Information and covenants not to compete, all disputes must be litigated in Berks County, Pennsylvania and are subject to state law. You must first bring any claim to us for our internal dispute resolution procedures.
v	Choice of forum	Section XXV.	Subject to applicable state law, any litigation must be pursued in courts located in Berks County, Pennsylvania.
w	Choice of law	Section XXV.A.	Subject to applicable state law, Pennsylvania law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

This table lists certain important provisions of the Development Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

	Provision	Section in Development Agreement	Summary
a.	Length of franchise term	6.1	10 years.

	Provision	Section in Development Agreement	Summary
b.	Renewal or extension of the term	Not Applicable	Not Applicable
c.	Requirements for you to renew or extend	Not Applicable	Not Applicable
d.	Termination by you	Not Applicable	Not Applicable (subject to state law).
e.	Termination by us without cause	Not Applicable	Not Applicable.
f.	Termination by us with cause	6.2	We may terminate your Development Agreement with cause if you (i) cease to actively engage in development activities in the Development Area or otherwise abandon development for three (3) consecutive months; (ii) become insolvent or is adjudicated bankrupt; (iii) fail to meet your development obligations; or (iv) if any franchise agreement that is entered into in order to fulfill your development obligations is terminated or subject to termination, pursuant to the terms of that franchise agreement.
g.	Cause defined - default which can be cured	Not Applicable	Not Applicable.
h.	Cause defined – non-curable defaults	6.2	Your Development Agreement can be terminated by us if: (i) you cease to actively engage in development activities in the Development Area or otherwise abandon your development business for three (3) consecutive months, or any shorter period that indicates an intent by you to discontinue development of the Franchised Businesses within the Development Area; (ii) you become insolvent or are adjudicated bankrupt, or if any action is taken by Franchisee, or by others against you, under any insolvency, bankruptcy or reorganization act, or if you make an assignment for the benefit of creditors or a receiver is appointed by you; (iii) you fail to meet your development obligations under the Development Schedule for any single Development Period, and fail to cure such default within 30 days of receiving notice thereof; and (iv) any Franchise Agreement that is entered into in order to fulfill your development obligations under the Development Agreement is terminated or subject to termination by us, pursuant to the terms of that Franchise Agreement.
i.		Not Applicable	Not applicable

	Provision	Section in Development Agreement	Summary
	Your obligations on termination/non-renewal		
j.	Assignment of contract by us	8	We have the right to assign our rights under the Development Agreement.
k.	"Transfer" by you - definition	8	Any transfer in you (if you are an entity) or your rights/obligations under the Development Agreement.
l.	Our approval of transfer by Franchisee	8	You may not transfer any rights or obligations under the Development Agreement without our prior written consent.
m.	Conditions for our approval of transfer	Not Applicable	Not Applicable
n.	Our right of first refusal to acquire your business	Not Applicable	Not Applicable
o.	Our option to purchase your business	Not Applicable	Not Applicable
p.	Your death or disability	Not Applicable	Not Applicable
q.	Non-competition covenants during the term of the franchise	Not Applicable	Nothing additional. Please see non-competition covenants set forth in your Franchise Agreement(s) entered into under the Development Agreement (subject to state law).
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	Nothing additional. Please see non-competition covenants set forth in your Franchise Agreement(s) entered into under the Development Agreement (subject to state law).
s.	Modification of the Franchise Agreement	27	Any modification of the Development Agreement must be in writing and signed by both parties.
t.	Integration/merger clauses	27	Only the terms of the Development Agreement are binding (subject to state law). Any representations or promises made outside of the disclosure document and the Development Agreement may not be

	Provision	Section in Development Agreement	Summary
			enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
u.	Dispute resolution by arbitration or mediation	12 and 13	<p>You must first notify us of any disputes arising under or related to your Development Agreement and attempt to resolve the dispute through internal dispute resolution with our management.</p> <p>At our option, any disputes or claims that are not resolved by internal dispute resolution must, at our option, be subject to non-binding mediation that will take place in Philadelphia, Pennsylvania. We will notify you if we decide to mediate any claim or dispute under the Franchise Agreement and/or Development Agreement, but we are not required to mediate any claim or dispute we have with you if we do not wish to do so (subject to state law).</p>
v.	Choice of forum	15	Subject to applicable state law, any litigation must be pursued in courts located in Berks County, Pennsylvania.
w.	Choice of law		Subject to applicable state law, Pennsylvania law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.).

ITEM 18. PUBLIC FIGURES

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

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for such information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the

information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

BACKGROUND

This Item sets forth certain historical data submitted by our franchisees during the 2021 calendar year, 2022 calendar year, and 2023 calendar year (each, a “Measurement Period”). Written substantiation for the financial performance representations will be made available to the prospective franchisee upon reasonable request.

As of December 31, 2023, we had 142 franchise units. As of December 31, 2022, we had 129 franchise units. As of December 31, 2021, ~~we had 106 franchise units.~~ As of December 31, 2020, we had 100 franchise units. This Financial Performance Representation excludes data in connection with two (2) company/affiliate-owned units that operated during 2020, 2021, the 2023, 2022, and 2022/2021 calendar years.

For the 2023 data, we excluded 56 franchise units, of which (a) 26 opened during the 2023 calendar year and otherwise were not open the entire 2023 calendar year, (b) seven international franchise units, (c) one franchise unit that failed to report its complete financial data to us, (d) 12 franchise units that did not complete a full year of operations in 2023 since they were awaiting licensure with their state or had licensing issues, (e) three franchise units that transferred during the year and where the new operator did not operate for the entire 2023 calendar year, (f) three franchise units that failed to operate the entire year due to health/medical reasons, (g) two franchise units that failed to operate the entire year due to personal reasons; and (h) two franchise units that didn’t complete a full year of operations.

For the 2022 data, we excluded 53 franchise units, of which (a) 37 opened during the 2022 calendar year and otherwise were not ~~opened~~ open the entire 2022 calendar year, (b) six international franchise units, (c) nine franchise units that did not complete a full year of operations in 2022 since they were awaiting licensure ~~in~~ with their state, and (d) one franchise unit that failed to report its complete financial data to us.

~~For the 2021 data, we excluded 28 franchise units, of which (a) 17 opened in 2021 and otherwise did not operate for an entire year, (b) six international franchise units, (c) four franchise units that transferred during the year and where the new operator did not operate for the entire 2021 calendar year, and (d) one franchise unit that failed to obtain all licenses needed to operate the franchised business. For the 2020 data, we excluded seven franchise units, of which (a) five were international franchise units, (b) one was an international franchise unit that opened during the 2020 calendar year, and (c) one franchise units that failed to obtain all licenses needed to operate the franchised business.~~

Section I in this Item 19 sets forth certain historical data collected from our ~~93 franchise units that were open and operating for the 12-month period beginning January 1, 2020 through December 31, 2020, as well as our~~ 78 franchise units that were open and operating for the 12-month period beginning January 1, 2021, through December 31, 2021, as well as our 76 franchise units that were open and operating for the 12-month period beginning January 1, 2022, through December 31, 2022 ~~(each, a “Measurement Period”, as well as our 86 franchise units that were open and collectively operating for the “Measurement Period”)-12-~~ month period beginning January 1, 2023, through December 31, 2023. Also in Section I, we separately disclose certain historical data collected from our 66 franchise units that were open and operating for the 12-month period beginning January 1, 2023, through December 31, 2023 (which excludes first year franchise units).

Section II in this Item 19 sets forth certain historical data collected from ~~our 93 franchise units that were open and operating for the 12-month period beginning January 1, 2020 through December 31, 2020 as well as~~ our 78 franchise units that were open and operating for the 12-month period beginning January 1, 2021, through December 31, 2021, as well as our 76 franchise units that were open and operating for the 12-month period beginning January 1, 2022, through December 31, 2022, as well as our 86 franchise units that

were ~~included~~ open and operating for the 12- month period beginning January 1, 2023, through December 31, 2023. Also in Section ~~I,II~~, we separately disclose certain historical data collected from our 66 franchise units that were open and operating for the 12-month period beginning January 1, 2023, through December 31, 2023 (which excludes first year franchise units). These franchise units were then separated into those ~~franchise units~~ that work full time in their Franchised Business (defined as 40 hours or more per week) and those that work part time (anything less than 40 hours per week).

Section III in this Item 19 sets forth certain historical data collected from our ~~3035~~ franchise units that were open and operating during ~~at the 2021, 2022, and 2023~~ Measurement Periods and that: (i) operate their Franchised Business from an office outside of their home; (ii) offer personal care services (described further below) and (iii) work at least full time in their Franchised Business (defined as 40 hours or more per week). We also include this same data in connection with 29 franchise units that meet the same qualifications above and excludes first year franchise units.

~~These~~ We selected this criteria ~~were selected~~ because these factors are indicative of what we are training franchisees today. An area of services that we now coach our franchisees to provide are what we refer to as “Personal Care Services.” Personal Care Services are those which typically involve a level of hands-on care of the person receiving the service from the person providing the service greater than just companion care services. Finally, we do not include the results of franchise units who otherwise met the criteria but failed to respond to the survey.

Section IV in this Item 19 sets forth certain historical data collected from our 20 franchise units that completed their 1st year in 2023, as well as our five franchise units that completed their 2nd year in 2023.

Written substantiation of the data used in preparing this information is available upon reasonable request.

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SECTION I – AVERAGE ANNUAL REVENUE (FULL SYSTEM)

	2020	2021	2022
Number of Units	93	78	76
Average Annual Revenue	\$495,942	\$615,031	\$727,253
Median Annual Revenue	\$400,249	\$476,468	\$521,178

	2021	2022	2023	Notes:
# of Units - All	78	76	86	Includes 1st Year Owners
Average Annual Revenue - All	\$615,031	\$727,253	\$810,355	Includes 1st Year Owners
Median Annual Revenue - All	\$476,739	\$521,178	\$536,429	Includes 1st Year Owners
# of Units - Excludes 1st Year Owners			66	Excludes 1st Year Owners
Average Annual Revenue - Excludes 1st Year Owners			\$937,378	Excludes 1st Year Owners
Median Annual Revenue - Excludes 1st Year Owners			\$662,019	Excludes 1st Year Owners

Notes to Section I:

1. Average Annual Revenue represents all revenue generated by the Franchised Business in exchange for

services provided. The average is calculated by adding all franchisee revenues together and dividing that number by the total number of franchisees in the data set.

2. Median Annual Revenue represents all franchisee revenues in the applicable data set in ascending order and then selecting the number in the center of that distribution.
- ~~3. In 2020, the highest figure in this data set for the 93 franchisees is \$2,799,856, and the lowest figure is \$0. Of the 93 franchisees included in this data set, 35 (or 37.6%) met or exceeded the Average Annual Revenue.~~
- ~~4.3. In 2021, the highest figure in this data set for the 78 franchisees is \$2,807,029, and the lowest figure is \$0. Of the 78 franchisees included in this data set, 30 (or 38.5%) met or exceeded the Average Annual Revenue.~~
- ~~5.4. In 2022, the highest figure in this data set for the 76 franchisees is \$3,189,004, and the lowest figure is \$0. Of the 76 franchisees included in this data set, 26 (or 34.2%) met or exceeded the Average Annual Revenue.~~
5. In 2023, the highest figure in this data set for the 86 franchisees is \$3,400,806, and the lowest figure is \$53,654. Of the 86 franchisees included in this data set, 25 (or 29%) met or exceeded the Average Annual Revenue.
6. In 2023, excluding 1st year franchisees, the highest figure in this data set for the 66 franchisees is \$3,400,806, and the lowest figure is \$53,654. Of the 66 franchisees included in this data set, 21 (or 31.8%) met or exceeded the Average Annual Revenue.
- 6.7. All franchisees were surveyed. 5042 responses were received. from agencies that have completed at least their 1st year in business. According to these responses:
 - a. The average ~~2023~~2022 Client count was ~~4349~~ and the median was ~~32~~36;
 - b. The average ~~2023~~2022 Caregiver count was ~~4454~~ and the median was ~~36~~540;
 - c. The pay rate ranged from ~~\$1211~~ to ~~\$2521~~;
 - d. The bill rate ranged from ~~\$23.526~~ to ~~\$4057~~;
 - e. The average Caregiver Payroll Cost as a percent of revenue was ~~58%54.5%~~ and the median was ~~58%54%~~;
 - f. The average Office Staff Payroll Cost as a percent of revenue was ~~710.3%~~ and the median was ~~9.6%~~;
 - g. The average Advertising and Marketing Cost as a percent of revenue was ~~10.35.6%~~ and the median was ~~53.8%~~;
 - h. 26 out of ~~5042~~ respondents had an outside office; and
 - i. The average office rent was \$1,~~246269~~/month and the median was \$1,~~030.144~~.

SECTION II – AVERAGE ANNUAL REVENUE (FULL SYSTEM) (FULL-TIME VS. PART TIME)

Full-Time Franchisees			
	2020	2021	2022
Number of Units	67	62	64
Average Annual Revenue	\$640,246	\$742,007	\$832,538
Median Annual Revenue	\$504,392	\$553,892	\$616,129

Part-Time Franchisees			
	2020	2021	2022
Number of Units	26	16	12

Average Annual Revenue	\$124,083	\$122,999	\$165,733
Median Annual Revenue	\$111,928	\$108,516	\$146,941

Full-Time Franchisees

	2021	2022	2023	Notes:
# of Units - All	62	64	80	Includes 1st Year Owners
Average Annual Revenue - All	\$ 742,007	\$ 832,538	\$ 854,411	Includes 1st Year Owners
Median Annual Revenue - All	\$ 553,892	\$ 616,129	\$ 588,748	Includes 1st Year Owners
# of Units - Excludes 1st Year Owners			60	Excludes 1st Year Owners
Average Annual Revenue - Excludes 1st Year Owners			\$1,008,821	Excludes 1st Year Owners
Median Annual Revenue - Excludes 1st Year Owners			\$ 673,170	Excludes 1st Year Owners

Part-Time Franchisees

	2021	2022	2023	Notes:
# of Units - All	16	12	6	Includes 1st Year Owners
Average Annual Revenue - All	\$ 122,999	\$ 165,733	\$ 222,945	Includes 1st Year Owners
Median Annual Revenue - All	\$ 108,516	\$ 146,941	\$ 179,457	Includes 1st Year Owners
# of Units - Excludes 1st Year Owners			6	Excludes 1st Year Owners
Average Annual Revenue - Excludes 1st Year Owners			\$ 222,945	Excludes 1st Year Owners
Median Annual Revenue - Excludes 1st Year Owners			\$ 179,457	Excludes 1st Year Owners

Notes to Section II:

- Average Annual Revenue represents all revenue generated by the Franchised Business in exchange for services provided. The average is calculated by adding all franchisee revenues together and dividing that number by the total number of franchisees in the data set.
- Median Annual Revenue represents all franchisee revenues in the applicable data set in ascending order and then selecting the number in the center of that distribution.
- Full-Time Franchisees:
 - ~~In 2020, the highest figure in this data set for the 67 franchisees is \$2,799,856, and the lowest figure is \$49,960. Of the 67 franchisees included in this data set, 24 (or 35.8%) met or exceeded the Average Annual Revenue.~~
 - ~~a.~~ In 2021, the highest figure in this data set for the 62 franchisees is \$2,807,029, and the lowest figure is \$29,734. Of the 62 franchisees included in this data set, 23 (or 37.1%) met or exceeded the Average Annual Revenue.-
 - ~~e.b.~~ In 2022, the highest figure in this data set for the 64 franchisees is \$3,189,004, and the lowest figure is \$58,948. Of the 64 franchisees included in this data set, 32 (or 50%) met or exceeded the Average Annual Revenue.-
 - In 2023, the highest figure in this data set for the 80 franchisees is \$3,400,806, and the lowest figure is \$53,654. Of the 80 franchisees included in this data set, 25 (or 31%) met or exceeded the Average Annual Revenue.
 - In 2023, excluding 1st year franchisees, the highest figure in this data set for the 60 franchisees is \$3,400,806, and the lowest figure is \$53,654. Of the 60 franchisees included in this data set, 20 (or 33.3%) met or exceeded the Average Annual Revenue.
- Part-Time Franchisees:
 - ~~In 2020, the highest figure in this data set for the 26 franchisees is \$470,669, and the lowest figure is~~

~~\$0. Of the 26 franchisees included in this data set, 11 (or 42.3%) met or exceeded the Average Annual Revenue.~~

~~b.a.~~ In 2021, the highest figure in this data set for the 16 franchisees is \$398,034, and the lowest figure is \$0. Of the 16 franchisees included in this data set, 8 (or 50%) met or exceeded the Average Annual Revenue.-

~~e.b.~~ In 2022, the highest figure in this data set for the 12 franchisees is \$337,470, and the lowest figure is \$0. Of the 12 franchisees included in this data set, 5 (or 41.6%) met or exceeded the Average Annual Revenue.-

~~c.~~ In 2023, the highest figure in this data set for the 6 franchisees is \$ 444,431, and the lowest figure is \$137,785. Of the 6 franchisees included in this data set, 2 (or 33.3%) met or exceeded the Average Annual Revenue.

~~d.~~ In 2023, excluding 1st year franchisees, the highest figure in this data set for the 6 franchisees is \$444,431, and the lowest figure is \$137,785. Of the 6 franchisees included in this data set, 2 (or 33.3%) met or exceeded the Average Annual Revenue.

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SECTION III – AVERAGE ANNUAL REVENUE (CURRENT MODEL)

	2020	2021	2022	
Number of Units	26	29	30	
Average Annual Revenue	\$896,261	\$1,016,605	\$1,201,652	
Median Annual Revenue	\$735,407	\$869,274	\$987,708	

	2021	2022	2023	Notes:
# of Units - All	29	30	35	Includes 1st Year Owners
Average Annual Revenue - All	\$1,016,605	\$1,201,652	\$1,306,420	Includes 1st Year Owners
Median Annual Revenue - All	\$ 869,274	\$ 987,708	\$1,069,267	Includes 1st Year Owners
# of Units - Excludes 1st Year Owners			29	Excludes 1st Year Owners
Average Annual Revenue - Excludes 1st Year Owners			\$1,447,959	Excludes 1st Year Owners
Median Annual Revenue - Excludes 1st Year Owners			\$1,224,628	Excludes 1st Year Owners

Notes to Section III:

1. Average Annual Revenue represents all revenue generated by the Franchised Business in exchange for services provided. The average is calculated by adding all franchisee revenues together and dividing that number by the total number of franchisees in the data set.
2. Median Annual Revenue represents all franchisee revenues in the applicable data set in ascending order and then selecting the number in the center of that distribution.
- ~~3. In 2020, the highest figure in this data set for the 26 franchisees is \$2,799,856, and the lowest figure is \$219,057. Of the 26 franchisees included in this data set, 10 (or 38.5%) met or exceeded the Average Annual Revenue.~~
- ~~4.~~3. In 2021, the highest figure in this data set for the 29 franchisees is \$2,807,029, and the lowest figure is \$213,932. Of the 29 franchisees included in this data set, 12 (or 41.37%) met or exceeded the Average Annual Revenue.
- ~~5.~~4. In 2022, the highest figure in this data set for the 30 franchisees is \$3,189,004, and the lowest figure is \$240,500. Of the 30 franchisees included in this data set, 13 (or 43.3%) met or exceeded the Average Annual Revenue.
5. In 2023, the highest figure in this data set for the 35 franchisees is \$3,400,806, and the lowest figure is \$153,313. Of the 30 franchisees included in this data set, 13 (or 37.1%) met or exceeded the Average Annual Revenue.
6. In 2023, excluding 1st year franchisees, the highest figure in this data set for the 29 franchisees is \$3,400,806, and the lowest figure is \$ 192,870. Of the 29 franchisees included in this data set, 11 (or 37.9%) met or exceeded the Average Annual Revenue.

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SECTION IV – 2023 REVENUE FOR 1ST AND 2ND YEAR FRANCHISE UNITS

	1st Year	2nd Year
# of Units	20	5
Average Annual Revenue	\$ 391,180	\$1,097,433
Median Annual Revenue	\$ 284,898	\$ 660,720
High	\$1,513,452	2,738,674
Low	\$ 79,183	\$ 363,067

Notes to Section IV:

1. Average Annual Revenue represents all revenue generated by the Franchised Business in exchange for services provided. The average is calculated by adding all franchisee revenues together and dividing that number by the total number of franchisees in the data set.
2. Median Annual Revenue represents all franchisee revenues in the applicable data set in ascending order and then selecting the number in the center of that distribution.
3. In 2023, the highest figure in this data set for the 20 franchisees that have completed their 1st year is \$1,513,412, and the lowest figure is \$79,183. Of the franchisees included in this data set, 7 (or 35%) met or exceeded the Average Annual Revenue.
4. In 2023, the highest figure in this data set for the 5 franchisees that have completed their 2nd year is \$2,738,674, and the lowest figure is \$363,067. Of the franchisees included in this data set, 2 (or 40%) met or exceeded the Average Annual Revenue.

GENERAL NOTES TO ITEM 19

- 1. Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Philip W.S. Yocom at 50 Grandview Boulevard, Wyomissing Hills, PA 19609 or (610) 927-2778, the Federal Trade Commission, and the appropriate state regulatory agencies.-

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ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
for years ~~2020~~2021 to
2023~~2022~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020 2021	110 100	100 106	-10 +6
	2022 <u>2021</u>	100 106	106 129	+ 6 23
	2022 2023	106 129	129 142	+ 23 13
Company Owned	2021 2020	2	2	0
	2022 2021	2	2	0
	2022 2023	2	2	0
Total Outlets	2021 2020	112 102	102 108	-10 +6
	2021 2022	102 108	108 131	+ 6 23
	2022 2023	108 131	132 144	+ 23 13

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor) for years ~~2020~~2021 to
2023~~2022~~

State	Year	Number of Transfers
-------	------	---------------------

Colorado	<u>2021</u> 2020	0
	2021	0
	2022	1
	<u>2023</u>	<u>0</u>
Florida	<u>2021</u> 2020	10
	2021	0
	2022	2
Illinois	2020	1
	<u>2023</u> 2021	0
	<u>2022</u>	0
Minnesota	<u>2021</u> 2020	01
	2021	1
	2022	0
	<u>2023</u>	<u>0</u>
Missouri	<u>2021</u> 2020	0
	2021	0
	2022	1
	<u>2023</u>	<u>0</u>
Nebraska	<u>2021</u> 2020	01
	2021	1
	2022	0
	<u>2023</u>	<u>0</u>

New Jersey	<u>2021</u>	<u>01</u>
	2020	
	2021	<u>1</u>
	2022	0
New York	<u>2021</u>	<u>01</u>
	2020	
	2021	<u>1</u>
	2022	0
North Carolina	<u>2021</u>	<u>0</u>
	2020	
	2021	<u>0</u>
	2022	0
Ohio	<u>2021</u>	<u>1</u>
	2020	
	2021	<u>0</u>
	2022	0
Pennsylvania	<u>2021</u>	<u>1</u>
	2020	
	2021	<u>0</u>
	2022	0
Texas	<u>2021</u>	<u>1</u>
	2020	
	2021	<u>0</u>
	2022	0
Wisconsin	<u>2021</u>	<u>0</u>
	2020	
	2021	<u>0</u>
	2022	1
Total	<u>2021</u>	<u>6</u>
	2020	
	2021	<u>4</u>
	2022	4
Total	<u>2021</u>	<u>6</u>
	2020	
	2021	<u>4</u>
	2022	4
Total	<u>2021</u>	<u>6</u>
	2020	
	2021	<u>4</u>
	2022	4

Table No. 3
Status of Franchise Outlets
For years ~~2020~~2021 to
~~2022~~2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Arkansas	<u>2021</u> 2020	2	0	<u>01</u>	0	0	0	<u>21</u>

	2022 2021	21	0	10	0	0	0	1
	2022 2023	1	0	0	0	0	0	1
Arizona	2021 2020	1	0	0	0	0	0	1
	2022 2021	1	01	0	0	0	0	12
	2022 2023	12	1	0	0	0	0	23
California	2021 2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	2	0	0	0	0	8
	2023	8	4	0	1	0	0	11
Colorado	2021 2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	2	0	0	0	1	6
	2023	6	1	0	0	0	0	7
Connecticut	2021 2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
Delaware	2021 2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020 2023	151	0	0	0	0	10	141
<u>Florida</u>	2021	14	1	2	0	0	0	13
	2022	13	6	0	1	0	2	16
	2023	16	2	0	0	0	1	17
Georgia	2021 2020	1	01	0	0	0	0	12
	2021	1	1	0	0	0	0	2
	2022	2	3	0	0	0	0	5
Illinois	2020 2023	5	01	01	0	0	0	5
<u>Illinois</u>	2021	5	0	0	0	0	0	5
	2022	5	1	0	1	0	0	5
	2023	5	1	0	1	0	0	5
Indiana	2021 2020	32	0	10	01	0	0	21
	2021	2	0	0	1	0	0	1
	2022	1	1	0	0	0	0	2
Kansas	2020 2023	12	0	0	10	0	0	02
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Kentucky	2021 2020	10	0	10	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Louisiana	2021 2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
Maryland	2021 2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

	2022	0	2	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Massachusetts	<u>2021</u> 2020	2	0	0	0	0	0	2
	2021	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2022	2	2	0	0	0	0	4
	<u>2023</u>	<u>4</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Michigan	<u>2021</u> 2020	10 <u>7</u>	0	1	1	0	10 <u>7</u>	75 <u>5</u>
	2021	<u>7</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>5</u>
	2022	5	0	0	0	0	0	5
	<u>2023</u>	<u>5</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>
Minnesota	<u>2021</u> 2020	2	0	0 <u>1</u>	0	0	0	2 <u>1</u>
	2021	<u>2</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2022	1	0	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Missouri	<u>2021</u> 2020	3	0	0	0	0	0	3
	2021	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	2022	3	0	0	0	0	1	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Nebraska	<u>2021</u> 2020	2	0	0	0	0	0	2
	2021	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Nevada	<u>2021</u> 2020	1	0	0	0	0	0	1
	2021	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2022	1	0	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
New Hampshire	<u>2021</u> 2020	1	0	0	0	0	0	1
	2021	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2022	1	0	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
New Jersey	<u>2021</u> 2020	1	0 <u>1</u>	0	0	0	0	1 <u>2</u>
	2021	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
New York	<u>2021</u> 2020	8	0	0	0	0	0 <u>1</u>	8 <u>7</u>
	2021	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>7</u>
	2022	7	3	1	0	0	0	9
	<u>2023</u>	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>9</u>
North Carolina	<u>2021</u> 2020	8 <u>5</u>	0	2 <u>0</u>	0	0	1	5 <u>4</u>
	2021	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>4</u>
	2022	4	2	0	0	0	0	6
Ohio	2020 <u>2023</u>	5 <u>6</u>	0	0 <u>1</u>	0	0	0	5
<u>Ohio</u>	2021	5	1	0	0	0	0	6
	2022	6	0	1	1	0	0	4
	<u>2023</u>	<u>4</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
Oklahoma	<u>2021</u> 2020	0	0	0	0	0	0	0
	2021	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Pennsylvania	2022	0	1	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2021</u> 2020	6	0 1	0 1	0	0	0	6
	2021	6	1	1	0	0	0	6
	2022	6	0	0	0	0	0	6
South Carolina	<u>2023</u>	<u>6</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
	<u>2021</u> 2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Tennessee	<u>2021</u> 2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	2	0	0	0	0	4
Texas	2020 <u>2023</u>	2 4	0	0	0	0	0 2	2
<u>Texas</u>	2021	2	8	0	0	0	0	10
	2022	10	1	1	0	0	0	10
Utah	2020 <u>2023</u>	1 0	0 5	0 1	0	0	0 1	1 13
<u>Utah</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Vermont	<u>2023</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2021</u> 2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Virginia	<u>2021</u> 2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	2	0	1	0	0	3
	<u>2023</u>	<u>3</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
Washington	<u>2021</u> 2020	0	0 2	0	0	0	0	0 2
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Wisconsin	<u>2021</u> 2020	4 3	0	0	0 1	0	1 0	3 2
	2021	3	0	0	1	0	0	2
	2022	2	0	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
International	<u>2021</u> 2020	5 6	1 2	0	0	0	0	6 8
	2021	6	2	0	0	0	0	8
	2022	8	2	0	0	0	2	8
Total	2020 <u>2023</u>	1 08	1 0	5 0	2 0	0	4 1	1 007
<u>Total</u>	2021	100	17	6	3	0	2	106
	2022	106	37	4	4	0	6	129
	<u>2023</u>	<u>129</u>	<u>26</u>	<u>5</u>	<u>3</u>	<u>0</u>	<u>5</u>	<u>142</u>

Table No. 4
Status of Company-Owned Outlets
for Years ~~2020~~2021 to ~~2022~~2023

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Pennsylvania	2020 2021	2	0	0	0	0	2
	2022 2021	2	0	0	0	0	2
	2022 2023	2	0	0	0	0	2
Totals	2020 2021	2	0	0	0	0	2
	2022 2021	2	0	0	0	0	2
	2022 2023	2	0	0	0	0	2

Table No. 5
Projected New Franchised Outlets
as of December 31, ~~2022~~2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company- Owned Outlets in the Current Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
Arkansas	0	1	0
California	1 2	1	0
Colorado	2 1	1 0	0
Connecticut	0 1	1	0
Delaware	0	1	0
Florida	1	1	0
Georgia	2 1	1	0
Idaho	0	1	0
Illinois	1 0	1	0
Iowa	0	1	0
Indiana	0	1	0
Kansas	0	1	0
Kentucky	1 0	1	0
Louisiana	0	1	0
Maryland	0	1	0
Massachusetts	0	1	0
Michigan	0 1	1	0
Minnesota	0 1	1	0
Missouri	0	1	0
Nebraska	0	1	0
Nevada	0	1	0
New Hampshire	0	1	0
New Jersey	0	1	0
New Mexico	0	1	0

New York	0	1	0
North Carolina	20	1	0
Ohio	01	1	0
Oklahoma	+	+	0
Oregon	0	+	0
Pennsylvania	01	1	0
South Carolina	1	1	0
Tennessee	0	1	0
Texas	04	1	0
Utah	01	1	0
Virginia	20	1	0
Washington	0	1	0
Washington D.C.	0	+	0
Wisconsin	0	1	0
Total	1416	4030	0

A list of our existing franchisees is attached as Exhibit F to this Franchise Disclosure Document. A list of names, cities and states and last known business telephone numbers (or, if unknown, home telephone number) of every franchisee who has had a franchise agreement terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year, or who has not communicated with us within ten weeks of our application date is attached to this Franchise Disclosure Document at the end of Exhibit F. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There is presently no trademark specific franchisee organizations associated with the System. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. During the last three fiscal years, in some instances, former franchisees have signed a confidentiality clause that restricts them from discussing with you their experience as a franchisee in our franchise system.

ITEM 21. **FINANCIAL STATEMENTS**

Attached as Exhibit G are our audited financial statements for our fiscal years ending December 31, ~~2022~~2023, December 31, ~~2021~~2022, and December 31, ~~2020 as well as our unaudited balance sheet and unaudited profit and loss statement as of July 31, 2023~~2021. Our fiscal year end is December 31.

ITEM 22. **CONTRACTS**

Copies of the following contracts or documents are also attached as Exhibits to the Disclosure Document that you may be required to execute in connection with your franchise purchase:

Franchise Agreement (and Exhibits)	Exhibit C
Personal Guaranty (Attachment A to the Franchise Agreement)	
Telephone Assignment Agreement (Attachment B to the Franchise Agreement)	
Employee Non-Disclosure and Confidentiality Agreement (Attachment C-1 to the Franchise Agreement)	
Non-Disclosure and Confidentiality Agreement (Attachment C-2 to the Franchise Agreement)	
Bank Authorization Agreement (Attachment D to the Franchise Agreement)	
Waiver and Release Claims (Attachment E to the Franchise Agreement)	
Development Agreement	Exhibit E
Franchisee Disclosure Questionnaire (Page 88)	Exhibit H
State-Specific Addenda to the FDD	Exhibit I

We provide no other contracts or agreements for your signature.

ITEM 23. RECEIPTS

Exhibit K of this Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Franchise Disclosure Document by a prospective franchisee. You should sign both copies of the Receipt. You should retain one copy for your records and return the other signed copy to us.

EXHIBIT “A”

STATE AGENCIES AND ADMINISTRATOR

LIST OF STATE ADMINISTRATORS

California Commissioner of the Department of
Financial Protection and Innovation
TOLL FREE 1-(866) 275-2677
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

California Commissioner of the Department of
Financial Protection and Innovation
2101 Arena Blvd.,
Sacramento, CA 95834

California Commissioner of the Department of
Financial Protection and Innovation
One Sansome St., #600
San Francisco, CA 94104

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-11
Indianapolis, IN 46204

Maryland Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202

Michigan Department of the Attorney General
Consumer Protection Division
Attn: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48933

Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198

New York Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Fl.
New York, NY 10005
212-416-8222

North Dakota Securities Department
State Capital, 5th Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510

Oregon Department of Consumer
and Business Services
Division of Finance and Corporate
Securities labor and Industries
350 Winter Street, NE, Room 410
Salem, OR 97310-3881
(503) 378-4140

Director, Department of Business Regulations
Rhode Island Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903-4232

South Dakota Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, SD 57501
(605) 773-3563

Statutory Document Section
Texas Secretary of State
P.O. Box 12887
Austin, TX 78711
(512) 475-1769

State of Utah
Division of Consumer Protection
P.O. Box 45804
Salt Lake City, Utah 84145-0804
(801) 530-6601
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

State of Washington
Director, Department of Financial Institutions
Securities Division
150 Israel Road, SW
Olympia, WA 98501

Wisconsin Commissioner of Securities
345 W Washington Ave., 4th Floor
Madison, WI 53703

EXHIBIT “B”

FRANCHISOR’S AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

California Commissioner of the Department of
Business Oversight
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

Commissioner of the Department of Business
Oversight
One Sansome St., #600
San Francisco, California 94104

Commissioner of the Department of Business
Oversight
1515 K Street., Suite 200
Sacramento, CA 95814

Commissioner of Securities of the State of
Hawaii
Department of Commerce and Consumer
Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, IN 46204

Maryland Securities Commissioner
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020

Michigan Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
P.O. Box 30054, 6546 Mercantile Way
Lansing, MI 48909

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198

New York Secretary of State
99 Washington Avenue
Albany, NY 12231

North Dakota Securities Commissioner
State Capitol – 5th Floor
600 E. Boulevard Avenue
Bismarck, ND 58505

Director, Department of Business Regulation
Division of Securities
Suite 232
233 Richmond Street
Providence, RI 02903-4232

South Dakota Division of Insurance
Securities Regulation
124 S. Euclid Suite 104
Pierre, SD 57501
(605) 773-3563

Clerk of the State Corporation Commission
Tyler Building, 1st Floor
1300 East Main Street
Richmond, VA 23219

Director, Department of Financial Institutions
Securities Division
150 Israel Road, Southwest
Olympia, WA 98501

Wisconsin Commissioner of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608) 261-9555

EXHIBIT “C”
FRANCHISE AGREEMENT

SENIORS HELPING SENIORS, LLC

**FRANCHISE
AGREEMENT**

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<u>ATTACHMENT E</u>	Waiver and Release of Claims

SENIORS HELPING SENIORS, L.L.C.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into on _____ (the “Effective Date”), by and between: (i) Seniors Helping Seniors, L.L.C. or its assignees, a limited liability company organized under the laws of the State of Delaware, whose principal place of business is 50 Grandview Boulevard, Wyomissing Hills, Pennsylvania 19609 (hereinafter referred to as “SHS” or “Franchisor”); and (ii) _____ (hereinafter referred to as “you” or “Franchisee”).

WITNESSETH:

WHEREAS, SHS owns a proprietary system (the “System”) for the operation of a Seniors Helping Seniors business specializing in companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer’s/dementia care (memory care) and TeleCare, assistive technologies, facility referral services, adult day care; and medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy (collectively, the “Services”), all under the service mark Seniors Helping Seniors (the “Franchised Business”);

WHEREAS, the System is identified by trade names, service marks, trademarks, logos, emblems and indicia of origin that are licensed to SHS on an exclusive basis by Corporate Mutual Resources, Inc., including the service mark Seniors Helping Seniors and the Seniors Helping Seniors logo, and any other trade names, service marks, logos and trademarks that are now, or may hereafter be designated by SHS for use in connection with the System (the “Proprietary Marks”);

WHEREAS, you desire to operate a Franchised Business under the System, using the Proprietary Marks and to obtain a license from SHS for that purpose, as well as to receive the assistance provided by SHS in connection therewith;

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, hereby mutually agree as follows:

I. GRANT OF FRANCHISE

A. Grant. SHS grants you, and you accept, upon the terms and conditions herein contained, the nonexclusive right and personal license to operate a Franchised Business in conformity with SHS’ quality control standards and specifications which are a material part of the System. You accept this license and agree to perform all obligations in connection therewith as set forth herein.

B. Site and Relocation. You must operate the Franchised Business from a site approved by SHS within the boundaries of the Territory assigned below. You must notify SHS in the event you desire to relocate the Franchised Business.

C. Territory. Subject to the terms of this Agreement, SHS grants you the exclusive right and license to operate one (1) Franchised Business as defined above within the boundaries described in Schedule 2 attached hereto (hereinafter referred to as the “Territory”). SHS agrees that, provided you remain in good standing under the terms of this Agreement, including meeting mutually agreed upon performance targets, SHS will not itself operate, or grant to another franchisee the right to

operate, within the Territory. If you fail to meet the requisite performance targets within the Territory as reasonably established by mutual agreement in your business plan (or if you fail to submit a business plan as required under this Agreement), grounds for default under Section XIII.B. of this Agreement will exist and SHS may reduce the size of the Territory or revoke the terms of exclusivity herein.

D. Operation Outside the Territory. You are not restricted from conducting your Franchised Business beyond the Territory, including providing services and soliciting referral sources unless and until such area beyond your territory is awarded to another Seniors Helping Seniors franchisee. However, you must obtain our prior written consent before doing so. Notwithstanding the forgoing, at no point are you permitted to solicit clients beyond your Territory.

E. Reservation of Certain Rights. Subject to the exclusivity provisions set forth in this Agreement, SHS reserves the right to offer, grant and support franchises, licenses or enter into business combinations with third parties in similar and other lines of business. SHS makes no representation or warranty to you that there will be any right to participate in such activities.

II. TERMINATION AND RENEWAL

A. Initial Term. Except as otherwise provided herein, the term of this Agreement shall be for ten (10) years commencing on the date of execution of this Agreement.

B. Renewal Term. You may, at your option, continue the operation and management of the Franchised Business for two (2) additional ten (10) year terms, subject to the conditions set forth in Section II.C.

C. Conditions of Renewal. The following conditions must be met (prior to each renewal period, unless and to the extent expressly waived in writing by SHS):

1. You must give SHS written notice of your election to renew this Agreement not less than nine (9) months prior to the end of the current term of this Agreement;
2. At least six (6) months prior to the expiration of the current term of this Agreement, SHS shall have the right to give notice of all required modifications to the nature and quality of the Services offered in connection with the Franchised Business, as well as your advertising, marketing and promotional programs;
3. You must not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you and SHS or its subsidiaries, affiliates, and suppliers. You must have substantially complied with all of the terms and conditions of such agreements during the terms thereof;
4. You must have satisfied all of your monetary obligations to SHS and its subsidiaries, affiliates and suppliers, and must have timely met those obligations throughout the term of this Agreement;
5. Unless waived by SHS, you must attend SHS' then current qualification and training programs;

6. Subject to applicable law, you and, where applicable, your shareholders, members, directors, and officers shall execute a general release, in a form prescribed by SHS, of any and all claims against SHS and its subsidiaries and affiliates, and their respective officers, directors, agents and employees. You will not be required, however, to release SHS from violations of, or failure to comply with, federal or state franchise registration and disclosure laws;

7. Your operation and management of the Franchised Business shall be in full compliance with the System;

8. You must maintain, and be in good standing with, all necessary and appropriate licenses and permits; and

9. You must pay to SHS a renewal fee of Ten Thousand Dollars (\$10,000) for the first territory, and Five Thousand Dollars (\$5,000) for each subsequent territory.

In the event that any of the foregoing conditions to renewal have not been met at least two (2) months prior to the expiration of the current term of this Agreement, then SHS shall have no obligation to renew this Agreement and shall give you at least thirty (30) days prior written notice of its intent not to renew this Agreement, subject to applicable law, which notice shall set forth the reasons for such refusal to renew.

III. DUTIES OF SENIORS HELPING SENIORS

A. Pre-Opening Obligations. Prior to commencing operations of the Franchised Business, SHS will:

1. provide you with guidelines and specifications for the operation and management of the Franchised Business, which guidelines and specifications must be adopted by you, including sales and marketing your Franchised Business, repair and maintenance service procedures, computer software training, advertising and promotional techniques, and staffing;

2. provide an initial training program in the establishment and operation of the Franchised Business which must be successfully completed to SHS' satisfaction;

3. loan you a single copy of the SHS Operations Manuals (collectively, the "Manual") as amended from time to time, which will include standards and specifications for procedures, management, and operation of the Franchised Business;

4. evaluate your business systems, marketing plans, etc. to ensure your Franchised Business is properly set up in accordance with SHS' specifications;

5. license to you the right to use the Proprietary Marks in connection with the Franchised Business and to identify the Franchised Business as a Seniors Helping Seniors business;

6. use its best efforts to obtain on your behalf favorable rates for insurance coverage, vehicle financing, computers or other equipment items for the Franchised Business (subject to any eligibility requirements established by the vendors of such products and services);
7. review and approve or disapprove advertising, marketing, promotional and pre-opening materials submitted for review during the first six months of your operations; and
8. license to you the right to use and make available for your use our proprietary software in connection with the Franchised Business.

B. Post-Opening Obligations. Following the opening of the Franchised Business, SHS will:

1. provide as much basic advisory assistance as it believes, in its sole discretion, will be helpful to you in the ongoing operation, advertising and promotion of the Franchised Business, which assistance may (but is not required to) include, an annual on-site visit, limited telephone support, on-line intranet forums and teleconferences;
2. coordinate and conduct periodic training programs for its network of franchisees as it deems necessary in its sole discretion;
3. provide optional fee-based specialized training and assistance as it believes, in its sole discretion, will be helpful to you in the ongoing operation, advertising and promotion of the Franchised Business, including, for example, additional site visits, sales training, management training, round table seminars, detailed marketing plan review, detailed business planning, specialized best practices modules and any support in excess of basic non- fee-based support;
4. provide you with updates, revisions and amendments to the Manual;
5. continue its efforts to establish and maintain high standards of quality, customer satisfaction and service. To that end, SHS will conduct inspections on a periodic basis as it deems advisable, of the Franchised Business and its operations and will evaluate the methods and the staff employed therein;
6. make available at your expense certain promotional items, including apparel and the like which bear the Proprietary Marks for use by you in promoting the Franchised Business; and
7. review your annual business plan which is due by the 15th of November each year and determine mutually agreed upon reasonable performance targets for the next calendar year.

All of SHS' obligations under this Agreement are to you, and no other party is entitled to rely on, enforce or obtain relief for breach of such obligations either directly or by subrogation.

IV. **FEES**

A. Payments to Seniors Helping Seniors. In consideration of the right and license to operate the Franchised Business granted herein, you shall pay to SHS the following fees, all in U.S. dollars:

1. Initial Franchise Fee. The total initial franchise fee payable to SHS by you shall be Fifty Thousand Dollars (\$50,000). If you are purchasing a second franchise, the Initial Franchise Fee is Thirty-Five Thousand Dollars (\$35,000). The initial franchise fee is payable in full upon the execution of this Agreement. The entire initial franchise fee is deemed fully earned upon receipt by SHS and is not refundable in whole or in part, subject to a failure to agree on the location of your site as described in Section V(S) below. If you are a qualifying U.S. military veteran, you may participate in our U.S. Military Veteran Program.
2. Royalty Fees. You must pay SHS a continuing non-refundable monthly royalty fee initially equal to (i) six percent (6%) of monthly Gross Sales (as that term is defined herein) or (ii) five percent (5%) of annualized Gross Sales in excess of \$400,000.

During the first two weeks of each new calendar year, we will reconcile annual Gross Sales for the prior year. If Gross Sales for the prior year increase above or decrease below the threshold or five percent (5%) set forth in clauses 2 above, we will adjust the royalty fee accordingly in the new calendar year. In addition, if you have at least six months of continuous operation in your first year of operations, we will annualize your Gross Sales for purposes of reconciliation and determination of whether to adjust your royalty fee accordingly.

Commencing on the fourth month the Monthly Minimum Royalty Fee is detailed in the table below:

Royalty Fee Calculation		
Time Period	Monthly Minimum Gross Sales	Monthly Minimum Royalty Fee
4 th Month through the 12 th Month	\$5,833	\$350
13 th Month through the 24 th Month	\$7,500	\$450
25 th Month through the 36 th Month	\$10,833	\$650
37 th Month through the 48 th Month	\$12,500	\$750
49 th Month through the Remaining Term	\$15,000	\$900

If you fail to meet the Monthly Minimum Gross Sales requirement during any time period outlined above, then you must pay us the Monthly Minimum Royalty Fee and we may establish or operate, or license others to establish or operate, SENIORS HELPING SENIORS Businesses or competing businesses within the Territory. If you fail to meet the Monthly Minimum Gross Sales requirement, we reserve the right to require you to attend additional training.

3. Advertising Fund Contribution. We require you to contribute one percent (1%) of your monthly Gross Sales to a regional cooperative advertising and

promotional fund ("Regional Advertising Fund"). SHS may increase this contribution only if authorized by a majority of your regional franchise council.

We also reserve the right in the future to require you to contribute one percent (1%) of your Monthly Gross Sales to a national cooperative advertising and promotional fund (the "Brand Development Fund").

4. Field Support and Inspection Fee. We will provide additional fee-based consulting services for you and your employees upon your request. These services may be delivered through on-site visits, telephonically or in person at our offices. We will invoice you for all fees and expenses upon completion of the consultant's service. Payment must be received within 10 days of the invoice date, or we will directly debit your account.

5. Training Fee. In addition to the initial franchise fee, you must pay a \$5,000 Training Fee upon the execution of this Agreement. The entire training/ fee is deemed fully earned upon receipt by SHS and is not refundable in whole or in part.

6. Transfer Fee. In the event you transfer the Franchised Business and subject to the provisions of Article XII below, you will be required to pay a transfer fee equal to the lesser of \$15,000 or 50% of the then current initial franchise fee for the first territory and \$5,000 for each subsequent territory, plus attorney's fees, unless the transfer is made by you to a corporation or other legal entity formed solely for the convenience of ownership.

7. Grand Opening Expenditure. You will be required to spend a minimum of \$20,000 on marketing efforts to include grand opening advertising during the first 3 months of operation. You may choose to spend more. Factors that may affect your decision on the actual amount to spend include local media cost, location of the Franchised Business and customer demographics in the surrounding area. Also, it would depend on how quickly you want to build your business. Someone choosing to build a large business may want to invest more money into advertising upfront.

8. Website Fee. You must pay SHS the then-current monthly website fee (the "Website Fee"). The Website Fee is currently \$30 per month. This fee goes towards domain hosting and the monthly maintenance and backup of your franchised website.

B. Late Fees and Interest on Late Payments. Any fees not received by SHS by the tenth day of the month following the month for which payment was due shall be considered late.

1. Late Payments. All overdue amounts will bear interest, until paid, at the rate of two (2) times the prime rate then being charged by the Chase Manhattan Bank, N.A. on the date payment was due, or the highest rate permitted by applicable state law, whichever is less (the "Default Rate"). Interest shall be calculated on a daily basis. Interest charges are non-refundable, and interest shall be in addition to any other remedies SHS may have.

2. Late Reports. If you fail to submit when due any required document, information, financial statement, business plan, report, or other submission, you automatically will be assessed a late reporting fee of \$100 per month for each month a required submission is overdue.

C. Definition of Gross Sales. "Gross Sales" is defined as all sales generated through the Franchised Business after a signed contract has been delivered and any right of rescission has

expired, including fees for any and all Services you perform, whether for cash or credit (regardless of collectability), and billings of every kind or nature related to the Franchised Business; provided, however, that "Gross Sales" shall not include any refunds, sales tax or other taxes collected from your customers for transmittal to the appropriate taxing authority. Gross sales will include all fees collected for services you perform or provide even if they are beyond the scope of the Services permitted under the operations manual or the system generally.

D. Audits. SHS has the right to audit the books and records of the Franchised Business, in accordance with Section IX.E.

E. Reporting Procedures. You must maintain and preserve during the term of this Agreement and must preserve for the time period specified in the Manual, full, complete and accurate books, records and accounts and all supporting materials in accordance with SHS' procedures and guidelines. You are required by this Agreement to periodically submit to SHS at your expense, certain reports, records, information and data as SHS may reasonably designate upon request or as specified in writing. You must also submit to SHS, upon request, a copy of any of your federal and state sales or income tax returns applicable to the Franchised Business. You are required to use the Vendor designated by SHS for bookkeeping services and pay the then-current costs in connection with such bookkeeping services.

F. Local Marketing Expenditure. You must spend at least one percent (1%) of your quarterly gross sales on local marketing and promotion, in accordance with the requirements set forth in Section X. All marketing materials must comply with policies and procedures established by SHS.

G. Electronic Funds Transfer. We shall have the right to effect an electronic funds transfer from your account specified in the Bank Authorization Agreement to satisfy any payment owed to us under this Agreement or any other agreement related to the Franchised Business, whether or not expressly set forth herein. In order to effect any electronic funds transfers pursuant to this Agreement, you shall execute a Bank Authorization Agreement in the form attached hereto as Attachment D. In light of the foregoing, you must maintain at all times sufficient funds to satisfy any draw made by us on the account(s) you designate in the Bank Authorization Agreement and you agree to reimburse us for any charges assessed to us (based upon the current bank charge incurred) in the event there are insufficient funds in such designated account(s). Notwithstanding the foregoing, however, we may request at any time in our sole discretion that you make a required payment in non-electronic form in lieu of electronic funds transfer and we shall be entitled to receive any payment due from you by way of check or cash or other non-electronic form.

V. DUTIES OF FRANCHISEE

A. Compliance with System. You understand and acknowledge that the appearance and operation of the Franchised Business in compliance with the System is critical to SHS, you, and other franchisees operating under the System, in order to: (1) develop and maintain high and uniform operating standards; (2) increase the demand for the Services provided by franchisees; and (3) protect the Proprietary Marks and the System, as well as SHS' trade secrets, reputation and goodwill.

B. Procurement of Business Licenses. You must obtain all business licenses, registrations, permits, and certifications required for the commencement and ongoing operation of the Franchised Business and shall provide to SHS copies of all required licenses. You are responsible for determining all of your licensing requirements from your state and local authorities and must submit

a list of such requirements to SHS for review prior to opening.

C. **Initial Training.** In accordance with the terms and conditions set forth in Section III of this Agreement, you must successfully complete the initial training program (“Initial Training”) provided by SHS. The first two days of Initial Training (“New Partner Orientation”) shall provide a general overview of the System and the Franchised Business, an additional three days (“Owner’s Training”) shall be devoted to understanding a more detailed business strategy and “One-on-One Opening Support” shall be devoted to providing hands-on training. You are also required to satisfactorily complete our Consumer and Referral Sales training programs, and any other required Vendor trainings. If you employ a manager, then your manager must attend Initial Training and you must attend the first two days of Initial Training. Initial training must be completed, to SHS’ satisfaction, prior to the opening of the Franchised Business. SHS will provide training materials in connection with attendance by you and your approved manager at the initial training program. You are responsible for any and all other expenses incurred by you and your employees during initial training, including the costs of entertainment, lodging, travel, meals and employee wages. The initial training program will be conducted at SHS’ headquarters in the Reading, Pennsylvania metropolitan area, your location and/or at a site to be determined by SHS. Due to COVID, all of our trainings are currently virtual and do not require travel. We reserve the right to change this in the future.

D. **Ongoing Training.** You and your approved manager (if you have one) must attend and complete, to SHS’ reasonable satisfaction, such special programs or periodic additional training as SHS may require in writing from time to time. SHS will only provide instruction and training materials in connection with this additional training. You will be responsible for any and all other expenses incurred in training, including, without limitation, the costs of meals, entertainment, lodging, travel, and employee wages.

E. **Full Term Performance.** You agree to perform your obligations under this Agreement faithfully and honestly, and to continuously exert your best efforts to promote and enhance your Franchised Business and the SHS System, for the full term of this Agreement. Furthermore, you agree not to engage in any other business or activity that may conflict with your obligations under this Agreement. You must not offer any other line of business, services or products without our prior written consent. You may use the Marks, the Copyrights and the System only for purposes of operating as an SHS Franchised Business for the marketing and sale of, and to perform, render, or provide, the Services in accordance with this Agreement and our standards.

F. **Supervision.** The Franchised Business must be under full time, direct, on-site supervision by you or your designated manager who we must approve. You or your approved manager or supervisor must have at least 5 years of business experience. You and your approved manager (if you have one) shall successfully complete SHS’ initial training program and devote your or his full time and energy during business hours to the Franchised Business. Approval of your manager shall not be withheld unreasonably if you and your manager designee demonstrate to SHS’ satisfaction that your designee meets SHS’ educational, managerial, professional and business requirements.

G. **Compliance with Uniform Standards.** You must operate the Franchised Business in conformity with such uniform methods, standards and specifications as SHS may from time to time prescribe to ensure that the highest degree of quality and service is uniformly maintained. You shall conduct your business in a manner that reflects favorably at all times on the System and the Proprietary Marks. You must not engage in deceptive, misleading or unethical practices or commit any other act which may have a negative impact on the reputation and goodwill of SHS or any other franchisee operating under the System. Pursuant to this ongoing responsibility, you agree:

1. To operate the Franchised Business at a standard of excellence consistent with the requirements set forth in the Manual, with special emphasis on customer service; and
2. To maintain all required licenses, registrations and permits in good standing.

H. Purchase of Products and Services. You must purchase, own or lease certain equipment and certain products and services as may be specified in the Manual, solely from approved suppliers who have demonstrated, to the continuing reasonable satisfaction of SHS, the ability to meet SHS' reasonable standards and specifications for such products and related services. These approved suppliers must meet all of SHS' specifications and standards as to content, quality, appearance, warranty, performance and serviceability and must adequately demonstrate their capacity and facilities to supply your needs for an effective and efficient operation of the Franchised Business as well as all Franchised Businesses operating under SHS' System.

I. Proprietary Methods. SHS has developed certain operational systems and management techniques and may continue to develop additional proprietary methods and techniques for use in the operation of the Franchised Business which are all highly confidential and which are trade secrets of SHS. Because of the importance of quality control, uniformity of service and the significance of the proprietary items to the System, it is to the mutual benefit of the parties that SHS closely control the dissemination of this proprietary information. Accordingly, you must comply and strictly follow these techniques in the operation of the Franchised Business and must purchase from approved sources designated by SHS any supplies or materials necessary to protect and implement such techniques.

J. Development of the Market. You shall at all times use your best efforts to promote and increase the sales and consumer recognition of the Services offered by the Franchised Business pursuant to the System and the Manual, to effect the widest and best possible distribution of Services from the Franchised Business.

K. Display of Proprietary Marks and Logos. You must, at your own cost, display SHS' Proprietary Marks and logos on the Franchised Business's vehicle(s), uniforms and otherwise in the manner prescribed by SHS. The color, design and location of these displays will be specified by SHS and may be changed from time to time in the sole discretion of SHS, and you must make these changes at your own cost.

L. Nondisclosure Agreements. You and your employees, officers, directors, shareholders, and independent contractors shall sign a form of nondisclosure and confidentiality agreement that names SHS as a third-party beneficiary to such agreements, in the forms attached hereto as Attachment C-1 or C-2.

M. Other Requirements. You must comply with all other requirements set forth in this Agreement, in the Manual or as SHS may designate from time to time.

N. Safety Standards. You shall maintain the highest safety standards and ratings applicable to the operation and management of the Franchised Business and its personnel as SHS may reasonably require.

O. Working Capital. You shall maintain sufficient levels of working capital for use in connection with the management and operation of the Franchised Business. You must have working capital in place to support your business model as described in your business plan and provide us

documentation demonstrating the availability of such working capital at least 30 days prior to commencing operations.

P. Computer System. You are required to purchase and maintain software as specified in the Manual, which may be updated from time to time. SHS may poll via internet all of its franchisees' computer systems in order to compile sales data, consumer trends, costs, and other such financial and marketing information it deems appropriate. SHS may distribute this data on a confidential basis to its franchisees. Data shall be maintained using a Standard Chart of Accounts as provided by SHS.

Q. Customer Database. You acknowledge and agree that SHS and/or its affiliate has all the rights of, and upon Termination of this Agreement is the sole owner of information contained in any customer database maintained by you in connection with your operation of the Franchised Business. SHS may at any time elect to require you to maintain the customer database on a central server where SHS may access it. SHS may use data derived from any customer database maintained by you for any purpose.

R. Answering System and Forwarding Calls. You must arrange adequate telephone service for use in the Franchised Business. No other business shall be conducted utilizing the telephone number assigned to or used in your Franchised Business. Telephone Answering & Service: You must have your business telephone answered by a live person during normal daytime working hours and to respond by telephone to all inquiries for client services within one hour after the initial contact by a potential or current client. Your phone system must be capable of forwarding calls to your cell phone if no one is in the office. At all times, when an answering machine/message is used to greet callers (including evening/night hours between 6:00PM and 8:00AM) a professional outgoing message must include the name "Seniors Helping Seniors".

S. Site Approval. Your office must be at least three hundred and fifty (350) square feet in size and include sufficient space for your office. You shall permit SHS' agents or representatives to enter your office for the purpose of conducting inspections or audits, upon reasonable notice from SHS and during regular business hours.

T. Commencing and Continuing Operations. You shall commence operations as soon as possible after completion of all required training, but you must commence operations within one hundred and twenty (120) days after execution of this Agreement. The parties agree that time is of the essence in commencing operation of the Franchised Business and that if you fail to commence operations after completion of training within the time specified above, or if you, your manager, or employees do not complete Initial Training to SHS' satisfaction, SHS may terminate this Agreement immediately. You shall use the Franchised Business solely for the operation of the Franchised Business that is licensed hereunder in strict accordance with the Manual; shall keep the Franchised Business open and in normal operation for such minimum hours and days as SHS may from time to time prescribe; and shall refrain at all times from using or permitting the use of the premises of the Franchised Business for any other purpose or activity other than as contemplated by this Agreement.

U. Business Inspections and Audits. In order to ensure the uniformity of SHS' operating standards, you shall permit SHS' agents or representatives to enter your office for the purpose of conducting inspections or audits, upon reasonable notice from SHS and during your regular business hours. Upon notice from SHS or its agents or representatives, and without limiting SHS' other rights under this Agreement, you shall take such actions as may be necessary to immediately and diligently correct any deficiencies detected during such inspections or audits.

V. **Miscellaneous.** You shall comply with all other requirements set forth herein or in the Manual.

VI. **PROPRIETARY MARKS**

A. **Grant of License.** SHS holds the exclusive license to use and to license others to use the Proprietary Marks, which has been granted to SHS by Founding Entity. SHS hereby grants you the right and license to use the Proprietary Marks, including the **Seniors Helping Seniors** service mark and logo, only in connection with the operation of the Franchised Business and the provision of Services and products to your customers. SHS represents, with respect to the Proprietary Marks, that: (1) Founding Entity has to the best of SHS' knowledge, all right, title and interest in and to the Proprietary Marks; (2) SHS has taken all steps which it deems reasonably necessary to preserve and protect the ownership and validity of such Proprietary Marks; and (3) SHS will use and license you and other franchisees to use the Proprietary Marks only in accordance with the System and the operating standards and quality control specifications attendant thereto which underlie the goodwill associated with and symbolized by the Proprietary Marks.

B. **Conditions for Use.** With respect to your use of the Proprietary Marks pursuant to the license granted under this Agreement:

1. You shall use only the Proprietary Marks designated by SHS and shall use them only in the manner required or authorized and permitted by SHS.
2. You shall use the Proprietary Marks only in connection with the right and license to operate the Franchised Business granted hereunder.
3. During the term of this Agreement and any renewal hereof, you shall identify yourself as a licensee and not the owner of the Proprietary Marks and shall make any necessary filings under state law to reflect this status. In addition, you will identify yourself as a licensee of the Proprietary Marks on all invoices, order forms, receipts, business stationery and contracts, as well as display a notice in such form and content and in such places as SHS may designate in writing.
4. Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement or in the Manual, and any unauthorized use shall constitute an infringement of SHS' rights and grounds for termination of this Agreement.
5. You shall not use the Proprietary Marks to incur or secure any obligation or indebtedness.
6. You shall not use the Proprietary Marks, including Seniors Helping Seniors, as part of your corporate or other legal name; however, you must utilize Seniors Helping Seniors as part of your trade name.
7. You will comply with SHS' instructions and all local regulations for filing and maintaining the requisite trade name or fictitious name registrations and will execute any documents deemed necessary by SHS or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.
8. In the event that you become aware of any infringement of the Proprietary Marks or if your use of the Proprietary Marks is challenged by a third party, then you are obligated

to immediately notify SHS and SHS will have sole discretion to take such action as it deems appropriate. If SHS fails to take action to protect the Proprietary Marks, then you must take any action necessary to protect your interest, at your own expense. If it becomes advisable at any time in the sole discretion of SHS to modify or discontinue the use of any name or mark and/or use one or more additional or substitute names or marks, you will be responsible for the tangible costs (such as replacing signs and materials) of complying with this obligation. In the event that litigation alleging that the Proprietary Marks infringe a third party's rights is instituted or threatened against you, you must promptly notify SHS and cooperate fully in defending or settling such litigation.

C. Acknowledgment. You expressly understand and acknowledge that:

1. Founding Entity is the exclusive owner and SHS is the exclusive licensee of all right, title and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them;
2. The Proprietary Marks are valid and serve to identify the System and those who are licensed to operate a Franchised Business in accordance with the System;
3. Your use of the Proprietary Marks pursuant to this Agreement does not give you any ownership interest or other interest in or to the Proprietary Marks, except the nonexclusive license granted herein;
4. Any and all goodwill arising from your use of the Proprietary Marks and/or the System shall inure solely and exclusively to SHS' benefit;
5. The license and rights to use the Proprietary Marks granted to you in this Agreement are nonexclusive, and SHS thus may: (a) itself use, and grant franchises and licenses to others to use, the Proprietary Marks and the System; (b) establish, develop and franchise other systems, different from the System licensed to you herein, without offering or providing you any rights in, to or under such other systems; and (c) modify or change, in whole or in part, any aspect of the Proprietary Marks or the System, so long as your rights thereto are in no way materially harmed thereby;
6. SHS reserves the right to substitute different trade names, trademarks, and service marks for use in identifying the System, the Franchised Business and other Franchised Businesses operating under the System, all of which shall become Proprietary Marks;
7. SHS will have no liability to you for any senior users that may claim rights to the Proprietary Marks;
8. You will not register or attempt to register the Proprietary Marks in your name or that of any other person, firm, entity or corporation; and
9. SHS shall have the right to assign the Proprietary Marks, and all of its rights and goodwill thereunder, to any person, firm, corporation or other entity, at its sole discretion.

VII. CONFIDENTIAL MANUAL

- A. **Compliance.** In order to protect the reputation and goodwill of SHS and to maintain

uniform standards of operation in connection with the Proprietary Marks, you will conduct your business in compliance with the operational systems, procedures, policies, methods and requirements prescribed in the Manual and any supplemental bulletins, notices, revisions, modifications or amendments thereto, all of which shall be deemed a part of the Manual. We will loan to you in paper form or make available to you online a copy of the Manual during the initial training program.

B. Use. You will immediately adopt and use the programs, services, methods, standards, materials, policies and procedures set forth in the Manual, as they may be modified by SHS from time to time. You acknowledge that SHS is the owner or licensee of all proprietary rights in and to the System, and the Manual, and any changes or supplements thereto.

C. Confidentiality. You must at all times treat the Manual, any other instructional materials created or approved for use in the operation of the Franchised Business and all of the information contained therein as proprietary and confidential, and you must use all reasonable efforts to maintain such information as confidential.

D. Trade Secrets. You acknowledge and agree that designated portions of the Manual are “trade secrets” owned and treated as such by SHS.

E. Access. SHS’ trade secrets must be accorded maximum security consistent with your need to make frequent reference thereto and, therefore, you agree to strictly limit access to the Manual to employees who have a demonstrable and valid need to know the information contained therein in order to perform their duties. You further agree to strictly follow any provisions in the Manual regarding the care, storage and use of the Manual and all related proprietary information.

F. Duplication. You may not at any time, without SHS’ prior written consent, copy, duplicate, record or otherwise reproduce in any manner any part of the Manual, updates, supplements or related materials, in whole or in part, or otherwise make the same available to any unauthorized person.

G. SHS’ Property. The Manual shall at all times remain the sole property of SHS. Upon the expiration or termination of this Agreement for any reason, you must return the Manual and all of its supplements to SHS.

H. Updates or Revisions. SHS retains the right to prescribe additions to, deletions from or revisions to the Manual, which you will be bound by as soon as they are mailed or otherwise delivered to you. The Manual, and any additions, deletions or revisions thereto, shall not alter your rights and obligations under this Agreement.

I. Master Set. You shall at all times ensure that any paper copy of the Manual in your possession is kept current and up-to-date. In the event of any dispute as to the contents of the Manual, the terms contained in the master set of the Manual maintained by SHS and loaned to you in paper form or made available to you online shall be controlling.

VIII. CONFIDENTIAL INFORMATION

A. Confidential Relationship. The relationship established between you and SHS by this Agreement is one of confidence and trust and, as a result, SHS will be disclosing and transmitting to you certain trade secrets and other confidential and proprietary information concerning various

aspects of your operation of the Franchised Business, methods of operation, techniques and all proprietary systems, procedures and materials relevant thereto pursuant to the System and this Agreement.

B. Obligations of Franchisee. In order to preserve and protect the trade secrets and the confidential and proprietary information (the "Confidential Information") which are disclosed to you during the term of this Agreement, you agree that:

1. You will treat and maintain the Confidential Information as confidential both during the term of this Agreement and at all times thereafter;
2. You will use the Confidential Information only for your operation of the Franchised Business under this Agreement;
3. You will disclose the Confidential Information only as necessary to employees or agents who have a demonstrable and valid need to know the Confidential Information and not to anyone else;
4. You will restrict disclosure of the Confidential Information to only those employees or agents who are directly connected with the performance of work requiring knowledge thereof and will disclose only so much of the Confidential Information as is required to enable those employees or agents to carry out their assigned duties;
5. You will advise your employees or agents of the confidential nature of such information and the requirements of nondisclosure thereof; and
6. You and SHS will conduct a review to determine which employees will have access to the Confidential Information and to the Manual. You will not disclose any Confidential Information or provide access to the Manual to such employee or agent until that person executes a nondisclosure and confidentiality agreement in the forms included as Attachments C-1 and C-2 hereto, acknowledging the confidential and proprietary nature of the Confidential Information and agreeing not to disclose the information during the course of employment or thereafter. SHS shall be designated a third-party beneficiary of such nondisclosure agreements with the right to enforce its provisions independently from you.
7. You hereby grant to SHS an irrevocable, worldwide, exclusive, royalty-free license, with the right to sub-license information, improvement or technique developed by you, your employees or agents during the term of this Agreement and relating to the Franchised Business.

C. Confidential Information Defined. Confidential Information for purposes of this Agreement shall include (without limitation), whether or not marked confidential: (i) information contained in this Agreement; (ii) information contained in the Manuals or otherwise communicated to you in writing, verbally or through the internet or other online or computer communications; (iii) the System standards and other methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing, promoting and operating the SHS System including information, improvements to the System or techniques prepared, compiled or developed by you, your employees or agents during the term of this Agreement and relating to the Franchised Business; (iv) any computer software

or similar technology which is proprietary to us, our affiliates, or the System, including, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; (v) Customer Information (defined in VIII(D) below); and (vi) any other knowledge or know-how concerning the methods of operation of the Franchised Business. Confidential information does not include information you are able to demonstrate came to your attention prior to its disclosure by SHS or which, at the time of its disclosure by SHS to you, had become a part of the public domain through publication or communication by others or which, after disclosure to you by SHS, becomes a part of the public domain through publication or communication by others.

D. Customer Information. “Customer Information” refers to the name, address, telephone number, email address, birthday, customer records, and any other personal information of the customers of your Franchised Business. You agree that you are only permitted to use the Customer Information in connection with the operation of your SHS Franchised Business and not for any other purposes including in the operation of any other business. You agree that we and our affiliates own all Customer Information, that it comprises part of the Confidential Information which you are licensed to use under this Agreement, and that we and our affiliates may use Customer Information in our and their business activities. We may contact any customer(s) of any Franchised Business at any time for any purpose. Upon expiration or termination of this Agreement, we reserve the right to make any and all disclosures that we deem necessary or appropriate.

E. Protection of Information. You acknowledge that you have knowledge of Confidential Information, including, without limitation, confidential matters, trade secrets, management and training techniques, operational, accounting, quality control procedures, pricing and marketing programs and other methods developed by SHS through and in its System which, for purposes of this Agreement, are owned by SHS and which are necessary and essential to the operation of the Franchised Business, without which information you could not efficiently, and effectively operate the same. You further acknowledge that such Confidential Information was unknown to you prior to negotiation for and execution of this Agreement and that the unique and novel combination of “know how” and methods developed by SHS and licensed to you for the operation of the Franchised Business are particular to SHS. You must take all steps necessary, at your own expense, to protect the Confidential Information and must not divulge the same to anyone either during or upon the termination of this Agreement without the prior written consent of SHS. These requirements do not apply to sharing this information as necessary with your professional consultants, provided such consultants acknowledge and agree to the confidentiality obligations contained in this Agreement.

F. Remedies. You acknowledge that in addition to any remedies available to SHS under Section XIII of this Agreement, you agree to pay all court costs and reasonable attorneys’ fees incurred by SHS in obtaining specific performance of a temporary restraining order and/or an injunction against violation of the requirements of this Section VIII.

IX. ACCOUNTING, INSPECTIONS AND RECORDS

A. Maintenance of Books and Records. You must maintain during the term of this Agreement and shall preserve for not less than five (5) years from the date of preparation full, complete, and accurate books, records, and accounts in accordance with the System and in the form and manner prescribed by SHS in the Manual or otherwise in writing.

B. Monthly Reports. SHS may poll your computer system via modem to obtain any and all information deemed necessary to monitor your Franchised Business, including Gross Sales and

any other information from which the royalty fee and required marketing expenditures are calculated. You may be required to submit to SHS other monthly reports and statements of income in a form prescribed by SHS in the Manual, together with such other data or information as SHS may require.

C. Financial and Related Reporting. You must submit to SHS an annual financial statement prepared at your own expense which shall include an income statement and balance sheet prepared in accordance with generally accepted accounting principles and copies of federal and state tax returns for the Franchised Business within ninety (90) days of the completion of the fiscal year of the Franchised Business. Each annual financial statement and tax return shall be compiled by an independent certified public accounting firm and signed by you or your president or treasurer attesting that the statement is true and correct. SHS also reserves the right to require you to submit to SHS certified financial statements for any period or periods of any fiscal year, which shall be certified by your accounting firm and attested to by your treasurer or chief financial officer, where applicable. You shall also submit to SHS, upon request, a copy of any of your periodic federal and state sales or income tax returns applicable to the Franchised Business.

D. Business Plan; Other Submissions.

1. **Business Plan.** You must complete and submit to us a full business plan for the first two years of business operation prior to opening. After you begin operations, you must complete and submit a full business plan to us no later than November 15 of each year for the next calendar year. The business plan must include performance targets. We will review and provide feedback on the business plan and attempt to reach agreement on reasonable performance targets you propose.

2. **Other Submissions.** You must also submit to SHS for review and auditing such other forms and other reports and any and all other information and data as SHS may reasonably designate, including quarterly accounting of local marketing expenditures, in the form and at the times and places reasonably required by SHS, upon request and as specified from time to time in the Manual or otherwise in writing, at any time during the term of this Agreement.

E. Inspection. SHS or its designated agents shall have the right at all reasonable times to examine and copy, at its expense, the books, records, receipts, and tax returns of the Franchised Business. SHS shall also have the right, at any time, to have an independent audit made of your books. If an inspection reveals that any amounts due to SHS have been undisclosed or understated in any report to SHS then you must immediately pay to SHS, upon demand, the amount undisclosed or understated plus interest calculated at the Default Rate on a daily basis. If any inspection discloses an understatement in any report of five percent (5%) or more, you shall, in addition to the payment of late fees and interest thereon, reimburse SHS for any and all costs and expenses connected with the inspection (including, without limitation, reasonable accountants' and attorneys' fees). Audit fees, costs and expenses, as well as the interest thereon, are non-refundable. The foregoing remedies shall be in addition to any other remedies available to SHS.

X. ADVERTISING

Recognizing the value of local and regional advertising, and the importance of the standardization of advertising programs to the furtherance and protection of the Proprietary Marks, goodwill and public image of the System, the parties agree as follows:

A. Submission and Approval of Promotional and Marketing Materials. All promotional and marketing materials to be used by you in any medium shall be presented in a dignified manner and shall conform to such standards and requirements as SHS may specify, from time to time, in the Manual or otherwise. You shall submit to SHS for its prior written approval, samples of all promotional and marketing materials in whatever form that you desire to use and that have not been approved within the last six (6) months by SHS. SHS shall notify you of its approval or disapproval thereof within ten (10) days from the date of receipt by SHS of such materials. If SHS does not notify you within ten (10) days, the materials are deemed disapproved. You must comply with all revisions to promotional and marketing materials that SHS may require prior to approving them. You shall not use any advertising or promotional plans or materials that have not been approved in writing by SHS, and you must cease all use of any such plans or materials promptly upon receipt of notice from SHS. Your failure to obtain SHS' prior written approval for all proposed advertising shall be deemed a default of this Agreement in accordance with Section XIII.A hereof. In addition, in order to maintain system- wide consistency and compliance, SHS may request copies of all advertising, print, and promotional materials currently in use to ensure these materials continue to comply with the established SHS advertising standards.

B. Local Marketing and Promotion Expenditure. You must spend quarterly at least one percent (1%) of your Gross Sales on local marketing and promotion, in accordance with the policies and procedures established by SHS for the prior approval of all proposed marketing and promotional campaigns and materials, as specified in Paragraph X.A. or elsewhere in this Agreement, the Manual or otherwise. You must provide SHS with documentation as reasonably requested, substantiating the expenditures for local marketing.

C. Regional Advertising Fund and Brand Development Fund. SHS has established and administers a Regional Advertising Fund and reserves the right to establish and administer a Brand Development Fund. With respect to the Regional Advertising Fund and, if established, the Brand Development Fund, you are required to contribute in accordance with the provisions of Section IV of this Agreement.

D. Grand-Opening Expenditure. You must spend a minimum of \$20,000 on advertising and marketing to promote the opening of the Franchised Business.

E. Telephone Listing. You must list the telephone number for the Franchised Business in your local telephone directory and online listings. You must place the listings together with other Franchised Business operating within the distribution area of the directories.

XI. INSURANCE

A. Procurement. You must procure, prior to the commencement of any operations under this Agreement, and thereafter maintain in full force and effect during the term of this Agreement, at your sole expense, an insurance policy or policies protecting you and SHS, and their respective officers, directors, partners and employees, against any loss, liability, personal injury, death, property damage or expense whatsoever from fire, lightning, theft, vandalism, malicious mischief and the perils included in the extended coverage endorsement, arising or occurring upon or in connection with the Franchised Business or by reason of the operation or occupancy of the Franchised Business, as well as such other insurance applicable to such other special risks, if any, as SHS may reasonably require for its own and your protection. You must procure such insurance

and submit copies of such policies to SHS prior to the commencement of business operations.

B. Minimum Coverage. All insurance policies shall be written by an insurance company satisfactory to SHS in accordance with the standards and specifications set forth from time to time in the Manual or otherwise in writing, and shall include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified from time to time by SHS in the Manual or otherwise in writing), the following:

1. General commercial liability insurance, including contractual liability, broad form property damage, personal injury, advertising injury, product liability, completed operations and independent contractors coverage, and fire damage coverage in the amount of at least One Million Dollars (\$1,000,000) or such higher amount as required by law, per occurrence or project; One Million Dollars (\$1,000,000) aggregate;
2. Worker's compensation and employer's liability insurance as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated (if there are no state requirements, however, you must maintain the same coverage amounts that we maintain);
3. Fire, vandalism and extended coverage insurance with primary and excess limits of not less than full replacement value of all the Franchised Business's property, merchandise, furniture, fixtures, equipment and improvements;
4. Commercial Vehicle insurance covering your vans or trucks and any other vehicles used in your Franchised Business, with One Million Dollars (\$1,000,000) combined single limit and other coverages in the same amounts maintained by SHS; and
5. Depositors forgery and fidelity bond/employee dishonesty coverages of \$100,000 each, with \$1,000 deductibles;

The type of insurance and the insurance amounts are subject to change based on inflation or future experience with claims asserted against Franchised Businesses. SHS, in its sole discretion, may require you to obtain and pay for additional insurance coverage. You must furnish SHS with certificates of insurance, along with evidence that the premiums have been paid. You will be liable for any costs and expenses, including attorneys' fees, incurred by SHS in connection with any proceedings arising out of compliance with the provisions of the Franchise Agreement relating to insurance. SHS shall be named as an additional insured in each of your insurance policies as are designated by SHS. You must further waive subrogation against SHS for any and all claims or losses.

C. Certificates. Initially and upon each periodic policy renewal, you must request, through your agent and/or carrier, for timely delivery to SHS of certificates of insurance of all coverage required by SHS. Each such certificate shall contain statements by the insurer that (i) the policy will not be canceled or initially altered without at least thirty (30) days' prior written notice to SHS and (ii) SHS is designated as an additional named insured.

D. No Relief of Liability to SHS. The procurement and maintenance of such insurance shall not relieve you of any liability to SHS under any indemnity requirements of this Agreement.

E. Independence of Coverage Requirements. Your obligation to obtain and maintain the

foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by SHS, and your performance of that obligation shall not relieve you of liability under the indemnity provision set forth in Section XVIII of this Agreement.

F. Failure to Procure. If, for any reason, you should fail to procure or maintain the insurance required by this Agreement, as revised from time to time for all franchisees by the Manual or otherwise in writing, SHS shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge you for the same, which charges, together with a reasonable fee for SHS' expenses in so acting, including all attorneys' fees, shall be payable by you immediately upon notice.

G. Third Parties. You must use your best efforts to ensure that all third parties with which you conduct business are properly insured.

XII. TRANSFER OF INTEREST; OPERATION BY SENIORS HELPING SENIORS

A. Transfer by SHS. SHS shall have the right to assign this Agreement, and all of its rights and privileges hereunder, to any person, firm, corporation or other entity, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of the functions of SHS: (1) the assignee shall, at the time of such assignment, be capable of performing SHS' obligations under this Agreement, and (2) the assignee shall expressly assume and agree to perform such obligations.

Specifically, and without limitation to the foregoing, you expressly affirm and agree that SHS may sell its assets, its rights to the Proprietary Marks and the System outright to a third party; may go public; may engage in a private placement of some or all of its securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring.

B. Transfer by You.

1. The rights and duties set forth in this Agreement are personal to you, and SHS has entered into this Agreement and granted the license hereunder in reliance on your business skill and financial capacity. Accordingly, neither you, any immediate or remote successor to any part of your interest in the Franchised Business, any individual, partnership, corporation or other legal entity which directly or indirectly controls you, if you are a corporation, nor any general partner or any limited partner (including any corporation which controls, directly or indirectly, any general or limited partner) if you are a partnership, shall sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in you or in the Franchised Business without the prior written consent of SHS, which consent may be conditioned on any of the requirements set forth in Section XIII.B(2) below. This right of approval shall not create any special **liability** or duty on the part of SHS to any proposed transferee. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of SHS shall be null and void and shall constitute a material breach of this Agreement, for which SHS may then terminate without opportunity to cure pursuant to Section XIII of this Agreement.

2. In connection with any proposed transfer, SHS may, in its sole discretion, require any or all of the following as conditions of its approval:

- a. All of your accrued monetary obligations and all other outstanding obligations to SHS (its subsidiaries, affiliates and suppliers) shall be up to date, fully paid and satisfied;
- b. You shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, any other franchise agreement or other agreement between SHS and you, or its subsidiaries, affiliates or suppliers;
- c. You and, where applicable, each of your shareholders, partners, officers and directors shall have executed a general release under seal, in a form satisfactory to SHS, of any and all claims against SHS and its officers, directors, shareholders and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, provided, however, that you shall not be required to release SHS for violations of federal and state franchise registration and disclosure laws;
- d. The transferee shall enter into a written assignment, under seal and in a form satisfactory to SHS, assuming and agreeing to discharge all of your obligations under this Agreement; and, if your obligations were guaranteed by the transferor, the transferee shall guarantee the performance of all such obligations in writing in a form satisfactory to SHS;
- e. The transferee shall demonstrate to SHS' satisfaction that the transferee meets SHS' educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Franchised Business herein (as may be evidenced by prior related experience or otherwise); has at least the same managerial and financial criteria required of new franchisees and shall have sufficient equity capital to operate the Franchised Business;
- f. At SHS' option, the transferee shall execute for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, the standard form of Franchise Agreement then being offered to new franchisees and such other ancillary agreements as SHS may require for the Franchised Business, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty fee or Advertising Fund contribution, and the implementation of additional fees;
- g. The transferee shall upgrade, at the transferee's expense, the Franchised Business to conform to the then-current specifications then being used in new Franchised Businesses, and shall complete the upgrading and other requirements within the time specified by SHS;
- h. You will remain liable for all direct and indirect obligations to SHS in connection with the Franchised Business prior to the effective date of the transfer and shall continue to remain responsible for its obligations of nondisclosure, noncompetition and indemnification as provided elsewhere in this Agreement and shall execute any and all instruments reasonably requested by SHS to further

evidence such liability;

i. At the transferee's expense, the transferee and its employees shall complete any training programs then being offered to current or new franchisees upon such terms and conditions as SHS may reasonably require;

j. The transferee shall have signed an Acknowledgment of Receipt of all required legal documents, such as the Franchise Disclosure Document and the then current Franchise Agreement and ancillary agreements;

k. The transferor shall pay to SHS a Transfer Fee equal to the lesser of \$15,000 or fifty percent (50%) of the then-current initial franchise fee plus attorney's fees to cover SHS' administrative expenses, legal review and other costs in connection with the transfer, which shall be fully payable to SHS thirty (30) days prior to any such transfer and non-refundable; and

l. The transferor must provide SHS with a copy of the agreements of purchase and sale between the transferor and the transferee.

3. You may not grant a security interest in the Franchised Business or in any of its assets unless the secured party agrees that in the event of any default by you under any documents related to the security interest, the secured party shall notify SHS of the default and SHS shall have the right and option to be substituted as obligor to the secured party and to cure any default by you. Notwithstanding the foregoing, SHS shall not be construed as a guarantor or surety for you.

4. The parties hereto agree that each of the foregoing conditions of transfer which must be met by you and the transferee are necessary and reasonable to assure such transferee's full performance of the obligations hereunder.

C. Additional Requirements - Corporate Franchisees. The following requirements shall apply to you if you are a corporation, or any legal entity other than an individual, in addition to those requirements set forth elsewhere in this Agreement, the Manual or otherwise:

1. If you are a newly organized corporation or other legal entity, your charter must provide that your activities are limited exclusively to operating the Franchised Business herein. If you are an existing legal entity, you must amend your charter document to reflect your exclusive activity as a Franchised Business.

2. Copies of your Articles of Incorporation, Bylaws and other governing documents, and any amendments thereto, including the resolutions of any Board of Directors (or similar body with authority to bind you) authorizing entry into this Agreement, shall be promptly furnished to SHS.

3. Each stock certificate or other certificate evidencing ownership of the Franchised Business issued to your owners shall have conspicuously endorsed upon its face a statement in a form satisfactory to SHS, such as:

“THE TRANSFER, PLEDGE OR ALIENATION OF THIS STOCK IS
SUBJECT TO THE TERMS AND RESTRICTIONS CONTAINED

WITHIN THE FRANCHISE AGREEMENT BETWEEN SENIORS
HELPING SENIORS, L.L.C. AND [the "FRANCHISEE"]].

4. You must maintain a current list of all owners of record and all beneficial owners of any class of equity securities and shall furnish the list to SHS upon request, together with the addresses and phone numbers of each owner.

5. All of your shareholders, members, or partners, whichever is applicable, shall jointly and severally guarantee your performance hereunder and shall bind themselves to the terms of this Agreement.

D. Transfer Upon Death, Mental Incapacity or Disability. Upon the death, mental incapacity or disability of you or a shareholder of a corporation or a general partner of a partnership which has been formed to own and operate the Franchised Business, SHS shall consent to the transfer of said interest in the Franchised Business and this Agreement to your spouse, heirs or relative by blood or by marriage, or to the spouse, heirs or relative of such shareholder or partner, whether such transfer is made by will or by operation of law, if, in SHS' sole discretion and judgment, such person or persons meet SHS' educational, managerial and business standards; possess a good moral character, business reputation and credit rating; have the aptitude and ability to conduct the Franchised Business herein; have at least the same managerial and financial criteria required by new franchisees and have sufficient equity capital to operate the Franchised Business. If a transfer is not approved by SHS, the executor, administrator or personal representative of such person shall transfer his interest to a third party approved by SHS within six (6) months after such death, mental incapacity or disability for consideration mutually agreed upon by the parties to the transfer. If the parties to the transfer cannot agree, within a reasonable time, on a mutually acceptable purchase price and other terms and conditions, an independent appraiser shall be designated by the parties, whose determination shall be final and binding.

E. Right of First Refusal. If you propose to transfer either this Agreement or all, or substantially all, of the assets used in connection with the Franchised Business or any interest in your lease to any third party (other than a corporation or limited liability company owned by you), you shall first offer to sell such interest to us on the same terms and conditions as offered by such third party. You shall obtain from the third party and provide Franchisor a statement in writing, signed by the third party and you, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, you shall have a period not to exceed sixty (60) days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth herein. You shall effect no other sale or transfer as contemplated under the Letter of Intent without first complying with this Agreement. Any material change in the terms of the offer, shall be deemed a new proposal subject to our right of first refusal. So long as you have obtained our prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth below, is not subject to our first right of refusal.

F. Non-Waiver of Claims. SHS' consent to a transfer of any interest in the Franchised Business shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of SHS' right to demand exact compliance with any of the terms of this Agreement, or any other agreement to which SHS and the transferee are parties, by the transferee.

G. Operation of the Franchised Business by SHS. In order to prevent any interruption of the operation of the Franchised Business and any injury to the goodwill and reputation thereof which would cause harm to the Franchised Business, you hereby authorize SHS, and SHS shall have the right, but not the obligation, to operate said Franchised Business for so long as SHS deems necessary and practical in the event that: (i) any of your principals, shareholders or partners is absent or incapacitated by reason of illness or death and you are not, therefore, in the sole judgment of SHS, able to operate the Franchised Business licensed hereunder, or (ii) any allegation or claim is made against the Franchised Business, you or any of your principals, directors, shareholders, partners or employees, involving or relating to misrepresentations or any fraudulent or deceptive practice. All revenues from the operation of the Franchised Business during such period of operation by SHS shall be kept in a separate account and the expenses of the Franchised Business, including reasonable royalty fees, advertising contributions, compensation, and expenses for SHS' representative, shall be charged to said account.

XIII. DEFAULT AND TERMINATION

The terms and conditions regarding default and termination contained herein shall be subject to any applicable state statutes or regulations regarding the termination of a franchise. You may terminate this Agreement under any grounds available by law.

A. Default With No Opportunity To Cure. You shall be deemed to be in default and SHS may, at its option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon your receipt of notice from SHS to you, upon the occurrence of any of the following events:

1. You become insolvent or make a general assignment for the benefit of creditors, or a petition in bankruptcy is filed by you or a petition is filed against and consented to by you, or if you are adjudicated bankrupt, or a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you, or if a receiver or other custodian (permanent or temporary) of your business or assets is appointed by any court of competent jurisdiction, or if proceedings for a conference with a committee of creditors under any state, federal or foreign law should be instituted by or against you, or a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedes bond is filed), or execution is levied against your operating location or property, or suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within thirty (30) days, or any substantial real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal or constable;
2. You cease to do business for fifteen (15) or more consecutive business days, excluding holidays and reasonable vacation time taken after notifying SHS of such plans, or otherwise forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located; unless such failure to do business results from the governmental exercise of the power of eminent domain, or if, through no fault of yours, the Franchised Business is damaged or destroyed by a disaster;
3. You make any material misrepresentation or omission in this Agreement or any other agreement to which you and SHS are parties;
4. You misuse or make any unauthorized use of the Proprietary Marks, engage in any business or market any service or products under a name or mark which is confusingly similar to the Proprietary Marks, or otherwise materially impair the goodwill associated

with the Proprietary Marks;

5. You are convicted of a felony or any other crime or offense that SHS reasonably believes is likely to have an adverse effect on the System, the Proprietary Marks or the goodwill associated therewith;

6. A judgment or consent decree is entered against you, or any of your officers, directors, shareholders or partners in any proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or SHS' interest therein;

7. You purport to transfer any rights or obligations under this Agreement to any third party without SHS' prior written consent, contrary to any of the terms of Section XII of this Agreement;

8. You fail to comply with any of the covenants contained in Section XV hereof;

9. Contrary to Sections VII and VIII of this Agreement, you misuse, disclose or divulge the contents of the Manual or any other trade secrets or Confidential Information provided to you by SHS;

10. You knowingly maintain false financial books or records or submit any false statements, applications or reports to SHS or any assignee of SHS or in connection with securing any funding in connection with the Franchised Business or otherwise, or you knowingly make false statements or misrepresentations concerning this Agreement and your operation of the Franchised Business to any franchisee, prospective franchisee or other third party;

11. You do not commence business operations within four (4) months of the execution of this Agreement;

12. You willfully and repeatedly engage in a course of conduct which constitutes a misrepresentation or a deceptive or unlawful act or practice in connection with your sale of the Services and products offered by the Franchised Business;

13. You willfully engage in any illegal acts or any act in violation of the mission and policies of SHS; or

14. You receive three (3) or more notices of default under Section XIII.B. hereof during the term of this Agreement, whether or not such defaults are cured after notice.

B. Default With Thirty (30) Day Opportunity To Cure. Except as provided in Section XIII.A. of this Agreement, or as otherwise specified below, you generally shall have thirty (30) days after receiving from SHS a written notice of default within which to remedy any default described in this Section XIII.B. and provide evidence thereof to SHS. If any default is not cured within that time, or such longer period as applicable law may require, this Agreement, at SHS' option, shall terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. You will be in default hereunder for any failure to comply substantially with any of the requirements imposed by this

Agreement, as it may from time to time reasonably be supplemented by updates to the Manual, or for any failure to carry out the terms of this Agreement in good faith. Such defaults shall include, without limitation, the occurrence of any of the following events:

1. You fail, refuse or neglect to pay promptly any monies owing to SHS or its subsidiaries or affiliates or suppliers when due, or to submit the financial information or other reports required by SHS under this Agreement (this default must be cured within ten (10) days);
2. You fail to comply with or maintain any of the standards or procedures prescribed by SHS in this Agreement, the Manual, any other franchise agreement between SHS and you, or any other written agreements between the parties or otherwise;
3. You fail to obtain and maintain all required licenses under state and local law (you must attempt to cure this default within ten (10) days);
4. You, by act or omission, permit a continued violation in connection with the operation of the Franchised Business of any law, ordinance, rule or regulation of a governmental agency, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom (this default must be cured within ten (10) days);
5. You fail to comply with your duties set forth in Section V of this Agreement or fail to perform any obligation owing to SHS or to observe any covenant or agreement made by you, whether such obligation, covenant or agreement is set forth in this Agreement or in any other agreement with SHS including any other franchise agreement by and between SHS and you or any entity related to SHS;
6. You fail to maintain and submit to SHS all reports required pursuant to Section IX hereof or understate your Gross Sales in any such report;
7. You fail to maintain SHS' quality control standards with respect to its use of the Proprietary Marks;
8. You, your partner, manager or employees fail to attend and successfully complete any mandatory training program unless attendance is excused or waived, in writing, by SHS; or
9. You fail to obtain prior written approval of any and all advertising, marketing or promotional plans and materials in whatever form used by you in connection with your promotion of the Franchised Business or otherwise fail to comply with SHS' policies and procedures with respect to advertising, marketing or promotion.

C. No Right or Remedy. No right or remedy herein conferred upon or reserved to SHS is exclusive of any other right or remedy provided or permitted by law or equity.

D. Default and Termination. The events of default and grounds for termination described in this Section XIII shall be in addition to any other grounds for termination contained elsewhere in this Agreement or elsewhere or permitted under applicable law.

E. Step-In Rights. In addition to SHS's right to terminate this Agreement, and not in lieu of such right or any other rights hereunder, if this Agreement is subject to termination due to your failure to cure any default within the applicable time period (if any), then Franchisor has the right, but not the obligation, to step-in and exercise complete control over the Franchised Business until such time that SHS determines, in its reasonable discretion, that the default(s) at issue have been cured and that you are otherwise in compliance with the terms of this Agreement. In the event SHS exercises these "step-in rights," you must reimburse SHS for all reasonable costs and overhead that Franchisor incurs in connection with its operation of the Franchised Business, including without limitation, costs of personnel supervising and staffing the Franchised Business and any travel, lodging and meal expenses. Additionally, SHS will be entitled to its management fee of \$400 per day (the "Interim Management Fee"). If SHS undertakes to operate the Franchised Business pursuant to this Section, you must indemnify, defend, and hold SHS (and its affiliates, representatives, and employees) harmless from and against any claims that may arise out of SHS's operation of the Franchised Business.

XIV. OBLIGATIONS UPON TERMINATION

Upon termination or expiration of this Agreement, all rights granted to you hereunder shall forthwith terminate, and you must observe and perform the following:

A. Cessation of Operation. You shall immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a franchisee of SHS. Notwithstanding the foregoing, however, the parties agree that if Franchisor so requests, Franchisee shall complete any project in which Franchisee is engaged at such time and/or complete any work on a project for which Franchisee has agreed to perform under a written contract executed by Franchisee prior to the effective date of termination.

B. Cessation of Use of Proprietary Marks. You must immediately and permanently cease to use, in any manner whatsoever, any equipment, format, confidential methods, customer data base, programs, literature, procedures and techniques associated with the System, the name **Seniors Helping Seniors** and any Proprietary Marks and distinctive trade dress, forms, slogans, uniforms, signs, symbols or devices associated with the System. In particular, you must cease to use, without limitation, all signs, fixtures, furniture, equipment, advertising materials or promotional displays, uniforms, stationery, forms, and any other articles which display the Proprietary Marks or are associated with the System.

C. Cancellation of Name. You must take such action as may be necessary to cancel any assumed name or equivalent registration that contains the Proprietary Marks or any other trademark, trade name or service mark of SHS, and you must furnish SHS with evidence satisfactory to SHS of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

D. SHS' Right to Continue Operations. SHS may, at its option, immediately continue to provide Services to customers of the Franchised Business and apply receipts therefrom to debts owed to SHS by you. SHS shall have no other obligation to you in connection with SHS' operation of the Franchised Business following said termination.

E. Non-Usage of Marks. You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy or colorable

imitation of the Proprietary Marks or trade dress, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute SHS' exclusive rights in and to the Proprietary Marks or trade dress, and agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with SHS so as to constitute unfair competition.

F. Prompt Payment Upon Default. You must promptly pay all sums owing to SHS and its subsidiaries, affiliates and suppliers and your suppliers, vendors, and subcontractors. Specifically, you shall make any and all payments necessary to effect the removal of any liens filed against your customers by any subcontractor or vendor as a result of your engagement or relationship with such subcontractor or vendor. In the event of termination for any default by you, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by SHS as a result of the default, which obligation shall give rise to, and remain until paid in full, a lien in favor of SHS against any and all of the personal property, machinery, fixtures, equipment and inventory owned by you at the time of default.

G. Payment of Costs. You must pay to SHS all damages, costs and expenses, including reasonable attorneys' fees, incurred by SHS subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provision of this Section XIV or any other obligation under this Agreement.

H. Return of Materials. You must immediately turn over to SHS all copies of all materials in your possession including the Manual, our proprietary software, all records, files, instructions, correspondence, customer databases, brochures, agreements, disclosure statements and any and all other materials relating to the operation of the Franchised Business, in your possession, and all copies thereof (all of which are acknowledged to be SHS' property), and shall retain no copy or record of any of the foregoing, excepting only your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law. In addition to the foregoing, you shall deliver to SHS a complete list of all persons employed by you during the two (2) years immediately preceding termination, together with all employment files of each employee on such list. All costs of delivering all materials required by this Section XIV.H. shall be borne by you.

I. Assignment of Telephone Listings. You must promptly notify the appropriate telephone company and all telephone directory listing agencies of the termination or expiration of your right to use any telephone number and any regular, classified, or other telephone directory listings associated with any Proprietary Marks and authorize the transfer of same to or at the direction of SHS. You agree to execute updated letters of direction to any telephone companies and telephone directory listing agencies directing termination and/or transfer of your right to use any telephone number associated with the Proprietary Marks, which SHS may hold until termination or expiration hereof. You acknowledge that as between SHS and you, SHS has the sole right to and interest in all telephone numbers and directory listings associated with any Proprietary Marks. You authorize SHS, and hereby appoint SHS and any officer of SHS as your attorney in fact, to direct the appropriate telephone company and all listing agencies to transfer all such listings to SHS upon termination of this Agreement.

J. Covenant of Further Assurances. You must execute any legal document that may be necessary to effectuate the termination hereunder and shall furnish to SHS, within thirty (30) days after the effective date of termination, written evidence satisfactory to SHS of your compliance with the foregoing obligations.

K. Compliance with Covenants. You must comply with all applicable covenants contained in Section XV of this Agreement.

L. Non-Disparagement. You shall not publicly disparage SHS, its Services or its employees following the termination or expiration of this Agreement; provided that this limitation will not apply to any statements or information required to be disclosed pursuant to any statutes, laws, regulations, or orders of any governmental body.

M. No Further Interest. Other than as specifically set forth above, you shall have no interest in the Franchised Business upon termination or expiration of this Agreement.

N. Option to Purchase. Upon the termination or expiration of this Agreement, Franchisor, or Franchisor's designee shall also have the option, but not the obligation, to purchase any personal property used in connection with operation of your Franchised Business by providing you written notice of our election within sixty (60) calendar days after such termination or expiration and paying you the book value for such personal property within sixty (60) calendar days of such notice. For purposes of this paragraph, "book value" means the amount you actually paid for the personal property less depreciation (calculated by using the straight-line depreciation method on a ten (10) year depreciation schedule irrespective of the depreciation method or schedule Franchisee uses for accounting purposes). Notwithstanding the foregoing, to the extent that we exercise our right to purchase any personal property that is subject to a lease or finance agreement, the purchase price of such personal property shall equal the amount of your remaining obligations under the lease or finance agreement, as applicable. We shall be entitled to offset the purchase price by the amount of money owed by you to us for any payments necessary to acquire clear title to property or for any other debt. If we exercise our option to purchase, pending the closing of such purchase, we have the right to appoint a manager to maintain operation of the Franchised Business, or we may require that you close the Franchised Business during such period without removing any assets. You are required to maintain in force all insurance policies required under this Agreement until the date of such closing. We have the unrestricted right to assign this option to purchase the Franchised Business. We will be entitled to all customary warranties and representations in connection with our purchase of your property, including, without limitation, representations and warranties as to ownership and condition of and title to the property; liens and encumbrances on the property; validity of contracts and agreements; and liabilities affecting the property, contingent or otherwise. We may exclude from the personal property purchased hereunder cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the Franchised Business's operation or that we have not approved as meeting standards for the Franchised Business.

XV. COVENANTS

A. Best Efforts. You covenant that during the term of this Agreement, and subject to the post-termination provisions contained herein, and except as otherwise approved in writing by SHS, you or your full-time manager approved by SHS, shall devote full time, energy and best efforts to the efficient and effective management, operation and capitalization of the Franchised Business, consistent with the Manual and other requirements imposed by SHS.

B. Competitive Activities During the Term. You acknowledge our legitimate business interest in the Confidential Information, and customer goodwill associated with our Services. Accordingly, during the Term, unless we otherwise permit in writing, you must not, directly, or indirectly (whether as owner, partner, associate, agent, consultant, employee, stockholder, officer or otherwise of another or on your own account), do any of the following:

1. Divert or attempt to divert any business or customer of your Franchised Business or any other SHS Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System;

2. Participate in the development of, or engage in, or market, sell, distribute, render, provide, perform or sell the Services or similar services, or contribute your knowledge to any work or activity that relates to or involves any of the Confidential Information or is in any way engaged in the operation, licensing, franchising or consulting with any business offering, developing, marketing, organizing, providing, promoting, coordinating or selling companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer's/dementia care (memory care) and TeleCare, assistive technologies, facility referral services, adult day care; and medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy (a "Competitive Business"): (i) within the Territory; (ii) within any geographic territory that we have assigned to any one of our or other SHS Franchised Businesses or in which we directly operate, market or sell; (iii) via the Internet or other form of e-commerce, wherever located; or (iv) within forty (40) miles of any Territory in existence or under development during the Term or as of the date of termination of this Agreement.

3. Interfere with our business relationships or with anyone or any entity with which we have a business relationship.

C. Competitive Activities After the Term. You acknowledge our legitimate business interest in the Confidential Information, and customer goodwill associated with our Services. Accordingly, for a period of two (2) years following the expiration or termination of this Agreement for any reason, unless we otherwise permit in writing, you must not, directly or indirectly (whether as owner, partner, associate, agent, consultant, employee, stockholder, officer or otherwise of another or on your own account), do any of the following:

1. Participate in the development of, or engage in, or market, sell, distribute, render, provide, perform or sell the Services or similar services, or contribute your knowledge to any work or activity that relates to or involves any Competitive Business: (i) within the Territory; (ii) within any geographic territory that we have assigned to any one of our or other SHS Franchised Businesses or in which we directly operate, market or sell; (iii) via the Internet or other form of e-commerce, wherever located; or (iv) within forty (40) miles of any Territory in existence or under development during the Term or as of the date of termination of this Agreement.

2. Interfere with our business relationships or with anyone or any entity with which we have a business relationship.

D. No Undue Hardship. You acknowledge and agree that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on you, or your shareholders or partners. If the period of time or the area specified above should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the area will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced in such area and for such time as is adjudged to be reasonable.

E. **Inapplicability of Restrictions.** Notwithstanding the covenants contained in this Section XV, you may have ownership of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation.

F. **Independence of Covenants.** The parties agree that each of the covenants in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If any or all portions of the covenants in this Section XV are held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which SHS is a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

G. **Mission.** You agree to support the Seniors Helping Seniors mission and to conduct the Franchised Business in accordance with SHS' operating policies and stated principles.

H. **Modification of Covenants.** You understand and acknowledge that SHS has the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section XV or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof, and you agree that you will forthwith comply with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XXIII hereof.

I. **Enforcement of Covenants.** You expressly agree that the existence of any claims you may have against SHS, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by SHS of the covenants in this Agreement. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by SHS in connection with the enforcement of the covenants set forth in this Agreement.

J. **Injunctive Relief.** You acknowledge that your violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to SHS for which no adequate remedy at law will be available. Accordingly, you hereby consent to the entry of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete set forth in this Agreement. You expressly agree that it may be presumed conclusively that any violation of the terms of said covenants not to compete was accomplished by and through your unlawful utilization of SHS' confidential information, know-how, methods and procedures.

XVI. CHANGES AND MODIFICATIONS

SHS may modify this Agreement only upon the execution of a written agreement by you and SHS. SHS reserves and shall have the sole right to make changes in the Manual, the System and the Proprietary Marks at any time and without prior notice to you. You shall promptly alter any signs, products, business materials or related items, at your sole cost and expense, upon receipt of written notice of such change or modification in order to conform to SHS' revised specifications. In the event that any improvement or addition to the Manual, the System or the Proprietary Marks is developed by you, then you agree to grant SHS an irrevocable, world- wide, exclusive, royalty-free license, with the right to sublicense such improvement or addition.

You understand and agree that due to changes in competitive circumstances, presently unforeseen changes in the needs of customers, and/or presently unforeseen technological innovations, the System must not remain static, in order that it best serve the interests of SHS, franchisees and the System. Accordingly, you expressly understand and agree that SHS may from time to time change the components of the System, including altering the programs, Services, methods, standards, forms, policies and procedures of that

System; adding to, deleting from or modifying those programs, and Services which the Franchised Business is authorized to offer; and changing, improving or modifying the Proprietary Marks. Subject to the other provisions of this Agreement, you expressly agree to abide by any such modifications, changes, additions, deletions and alterations.

XVII. TAXES AND INDEBTEDNESS

A. Payment. You must promptly pay, when due, all taxes levied or assessed by any federal, state, or local tax authority and any and all other indebtedness incurred by you in the operation of the Franchised Business. You must pay to SHS an amount equal to any sales tax, gross receipts tax or similar tax imposed on SHS with respect to any payments to SHS required under this Agreement, unless the tax is credited against income tax otherwise payable by SHS.

B. Dispute. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; provided, however, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the Franchised Business.

C. Compliance with Federal, State and Local Laws. You must comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, registration certificates, licenses, and bonds necessary for the full and proper operation and management of the Franchised Business, including, without limitation, a license to do business and provide Services, fictitious name registration and sales tax permits. Copies of all subsequent inspection reports, warnings, certificates and ratings, issued by any governmental entity during the term of this Agreement in connection with the conduct of the Franchised Business which indicate your failure to meet or maintain the highest governmental standards or less than full compliance by you with any applicable law, rule or regulation, shall be forwarded to SHS by you within three (3) days of your receipt thereof.

D. Duty to Notify. You must notify SHS in writing within three (3) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business, including, without limitation, any lien filed against your customer by a subcontractor or vendor as a result of your engagement or relationship with such vendor or subcontractor. Additionally, any and all consumer related complaints must be answered by you within fifteen (15) days after receipt thereof or such shorter period of time as may be provided in said complaint. A copy of said answer shall be forwarded to SHS within three (3) days of the date that said answer is forwarded to the complainant.

XVIII. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. Independent Contractor.

1. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that you are an independent contractor, and that nothing in this Agreement is intended to make either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

2. During the term of this Agreement and any extensions hereof, you will hold yourself out to the public as an independent contractor operating the Franchised Business pursuant to a license from SHS and as an authorized user of the System and the Proprietary Marks which are owned by SHS. You agree to take such affirmative action as may be necessary to do so, including exhibiting to customers a sign provided or required by SHS in a conspicuous place or on any vehicle(s).

3. SHS shall not have the power to hire or fire your employees, and except as herein expressly provided, SHS may not control or have access to your funds or the expenditures thereof (other than electronic fund transfers pursuant to the Bank Authorization Agreement), or in any other way exercise dominion or control over the Franchised Business.

4. Franchisee's indemnification obligation does not extend to an indemnitee's strict liability or its acts or omissions amounting to gross negligence, willful misconduct, or fraud.

B. No Liability. You understand and agree that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on SHS' behalf, or to incur any debt or other obligation in SHS' name, and that in no event shall SHS assume liability for or be deemed liable hereunder as a result of any such action or by reason of your act or omission in your conduct of the Franchised Business or any claim or judgment arising therefrom against SHS. You agree at all times to defend at your own cost, and to indemnify and hold harmless to the fullest extent permitted by law, SHS, its corporate parent, any corporate subsidiaries, affiliates, successors, assigns and designees of either entity, and the respective directors, officers, employees, agents, shareholders, designees, and representatives of each (SHS and all others hereinafter referred to collectively as "Indemnitees") from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon any of the following: your alleged infringement or any other violation or any other alleged violation of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; your alleged violation or breach of any contract, federal, state or local law, regulation, ruling, standard or directive of any industry standard; libel, slander or any other form of defamation by you; your alleged violation or breach of any warranty, representation, agreement or obligation in this Agreement; any acts, errors or omissions of you or any of your agents, servants, employees, contractors, partners, proprietors, affiliates, or representatives; latent or other defects in the materials used by the Franchised Business, whether or not discoverable by SHS or you; any Services provided by you at, from or related to the operation of the Franchised Business; any services or products provided by any affiliated or nonaffiliated participating entity; any action by any customer of the Franchised Business; and, any damage to the property of any one (1) or more of the Indemnitees, their agents or employees, or any third person, firm or corporation.

C. Identification. You shall conspicuously identify yourself and the Franchised Business and in all dealings with your clients, contractors, suppliers, public officials and others, as an independent Franchisee of SHS, and shall place such notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials and in such fashion as SHS may, in its sole and exclusive discretion, specify and require from time to time, in its Manual (as same may be amended from time to time) or otherwise.

D. No False Representations. Except as otherwise expressly authorized by this Agreement, neither party hereto will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between SHS and you other than that of franchisor and franchisee. SHS does not assume any liability, and will not be deemed liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement, nor will SHS be obligated for any damages to any person or property which directly or indirectly arise from or relate to the operation of the Franchised Business franchised hereby.

XIX. APPROVALS AND WAIVERS

A. Written Consent. Whenever this Agreement requires the prior approval or consent of SHS, you shall make a timely written request to SHS therefor and such approval or consent shall be obtained in writing.

B. No Waiver. No failure of SHS to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by you with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of SHS' right to demand exact compliance with any of the terms herein. Waiver by SHS of any particular default by you shall not affect or impair SHS' rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of SHS to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants hereof affect or impair SHS' right to exercise the same, nor shall such action constitute a waiver by SHS of any right hereunder or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by SHS of any payments due to it hereunder shall not be deemed to be a waiver by SHS of any preceding breach by you of any terms, covenants, or conditions of this Agreement.

C. Waiver to Jury Trial. You hereby waive any right to a jury trial with respect to this Agreement and/or any matters arising hereunder.

XX. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by certified mail, return receipt requested, or dispatched by overnight delivery envelope, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:

Seniors Helping Seniors, L.L.C.
50 Grandview Boulevard
Wyomissing Hills, PA 19609
Attn: President

With a copy (which shall not constitute notice) to:

Fisher Zucker, LLC
Attn: Lane Fisher
21 South 21st Street
Philadelphia, PA 19103

Notices to Franchisee:

With a Copy to:

Any notice sent by certified mail shall be deemed to have been given at the date and time of mailing.

XXI. RELEASE OF PRIOR CLAIMS

By executing this Agreement, you, individually and on behalf of your heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, hereby forever release and discharge SHS and its officers, directors, employees, agents and servants, including SHS' subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties executed prior to the date of this Agreement including any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state or territory thereof.

XXII. DISCLOSURE STATEMENT AND DISCLAIMER

A. Compliance with Applicable Laws. You acknowledge, by your signature hereto, that you received from SHS a Federal Trade Commission or Franchise Disclosure Document for the state in which the Franchised Business will be located, or your place of residence, as appropriate, at least fourteen (14) business days prior to the execution of this Agreement.

_____[Please initial to acknowledge that you have read and understand this Paragraph XXII.A.]

B. Receipt of Agreement. You acknowledge that you received from SHS this Agreement with all blanks filled in at least seven (7) days prior to the execution of this Agreement. You represent that you have read this Agreement in its entirety and that you have been given the opportunity to clarify any provisions that you did not understand and to consult with an attorney or other professional advisor. You further represent that you understand the terms, conditions and obligations of this Agreement and agree to be bound thereby.

_____[Please initial to acknowledge that you have read and understand this Paragraph XXII.B.]

C. Acknowledgment. You acknowledge and accept the following:

YOUR SUCCESS IN OPERATING A FRANCHISE IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT, YOUR INDEPENDENT BUSINESS ABILITY. THIS OFFERING IS NOT A SECURITY AS THAT TERM IS DEFINED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THE OBLIGATION TO TRAIN, MANAGE, PAY, RECRUIT AND SUPERVISE EMPLOYEES OF THE FRANCHISED BUSINESS RESTS SOLELY WITH YOU. YOU HAVE NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL SUCCESS OR PROJECTED INCOME OF THE BUSINESS VENTURE CONTEMPLATED HEREBY. NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY SHS TO INDUCE YOU TO ENTER INTO THIS

AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED IN THIS AGREEMENT, THE DOCUMENTS REFERRED TO HEREIN AND THE ATTACHMENTS HERETO. SHS HAS NOT MADE ANY REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, PROFITS OR SERVICES OF THE BUSINESS VENTURE TO YOU AND CANNOT, EXCEPT UNDER THE TERMS OF THIS AGREEMENT, EXERCISE CONTROL OVER YOUR BUSINESS. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO KNOWLEDGE OF ANY REPRESENTATION MADE BY SHS OR ITS REPRESENTATIVES OF ANY INFORMATION THAT IS CONTRARY TO THE TERMS CONTAINED HEREIN.

_____[Please initial to acknowledge that you have read and understand this Paragraph XXII.C]

XXIII. ENTIRE AGREEMENT

This Agreement, the documents referred to herein and the Attachments hereto, if any, constitute the entire, full, and complete Agreement between the parties hereto concerning the subject matter hereof, and supersede all prior agreements with no other representations having induced you to execute this Agreement. No amendment, change or variance from this Agreement shall be binding on the parties hereto unless mutually agreed to by the parties and executed by themselves or their authorized officers or agents in writing. Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document.

XXIV. SEVERABILITY AND CONSTRUCTION

A. Severability. Except as expressly provided to the contrary herein, each section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement.

B. Covenants. You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which SHS is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

C. Captions. All captions in this Agreement are intended solely for the convenience of the parties, and none of the captions shall be deemed to affect the meaning or construction of any provision hereof.

D. References. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable, and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all of the parties executing this Agreement in their individual capacity on your behalf. This Agreement may be executed in one or more originals, each of which shall be deemed an original.

E. Definition of “You”. As used in this Agreement, the term “you” shall include all persons who succeed to the interest of the original franchisee by transfer or operation of law and shall be deemed to include not only the individual or entity defined as “you” in the introductory paragraph of this Agreement, but shall also include all partners of the entity executing this Agreement, in the event said entity is a partnership; all shareholders, officers and directors of the entity executing this Agreement, in the event said entity is a corporation; and all members and officers of the entity executing this Agreement, in the event said entity is a limited liability company. By their signatures hereto, all partners, members, shareholders, officers, and directors of the entity that signs this Agreement as franchisee acknowledge and accept the duties and obligations imposed upon each of them, individually, by the terms of this Agreement.

F. Force Majeure. If, as a result of hurricane, tornado, typhoon, flooding, lightning, blizzard and other unusually severe weather, earthquake, avalanche, volcanic eruption, fire, riot, insurrection, war, explosion, unavoidable calamity or other act of God (a “Force Majeure”), compliance by any party with the terms of this Agreement is rendered impossible or would otherwise create an undue hardship upon any party, all parties shall be excused from their respective obligations hereunder for the duration of the Force Majeure and for a reasonable recovery period thereafter, but otherwise this Agreement shall continue in full force and effect.

XXV. APPLICABLE LAW

A. Governing Law. This Agreement takes effect upon its acceptance and execution by SHS. This Agreement shall be interpreted and construed under the laws of Pennsylvania except to the extent governed by federal law.

B. Jurisdiction and Venue. Except as otherwise expressly provided by applicable state law or regulation, the parties agree that any action brought by either party against the other shall be brought in Pennsylvania in Berks County and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

C. Remedy. No right or remedy conferred upon or reserved by SHS or you by this Agreement is intended, and it shall not be deemed to be exclusive of any other right or remedy provided or permitted herein, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

D. Injunctive Relief. Nothing herein contained shall bar SHS’ right to obtain injunctive relief against threatened conduct that will cause it loss or damage under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

XXVI. DISPUTE RESOLUTION

A. Disputes Among the Parties. The parties hereto agree that, except to the extent (i) SHS seeks injunctive relief pursuant to Sections XXV.D above and XXVI.B below, or (ii) SHS is a party to litigation brought by third parties as a direct or indirect result of or in connection with the operation of the Franchised Business, or (iii) this Agreement terminates immediately pursuant to the provisions of Section XIII above, the parties shall attempt in good faith to mediate and settle any and all disputes between them before pursuing legal action through (x) a face-to-face meeting or, if such meeting doesn’t resolve the issue, then (y) mediation before an independent mediator. Such meeting shall be held at the offices of SHS or such other site in Pennsylvania designated by SHS. If either party alleges a dispute against the other for any reason (other than for matters described in clauses (i) through (iii) above), such party shall submit a written statement of dispute, together with an explanation of its position and a request for either a face-to-face

meeting or a telephone conference, to the opposing party or non-binding mediation.

a. If a face-to-face meeting or telephone conference is requested, the parties shall then meet in person or telephonically within the next seven (7) days in an effort to negotiate a settlement to the dispute. Any face-to-face meeting shall be held in Berks County, Pennsylvania unless the parties mutually agree otherwise, in writing. In the event of a dispute over monies past due and owing or any other grounds for termination described in any default or termination notice issued by SHS for which a cure period is provided, Franchisee must submit its written statement of dispute and position within fourteen days of receipt of the default or termination notice. The submission of a statement of a dispute and position by Franchisee in response to such notice for monies past due and owing shall not toll any cure period set forth in such notice.

b. If non-binding mediation is requested, such mediation shall be held at the offices of SHS or such other site in Pennsylvania designated by SHS for a minimum of eight hours before a representative of a mediation organization approved by all such parties and/or entities or a mediator appointed by a court if the parties cannot agree on a mediation organization.

At least one principal of each party, with authority to settle the dispute, shall attend the meeting or participate in the telephone conference or mediation. Each party agrees that any legal proceedings subsequently commenced against the other party shall be limited to claims raised in that party's written statement of dispute or response. All matters, allegations and documents will be confidential and will not be disclosed to any other person or entity by either party.

B. Injunctive Relief. Notwithstanding any provision contained in this Section XXVI, SHS may, at its sole option, institute in a court of law or equity an action or actions for temporary, preliminary, or permanent injunctive relief or seek any other equitable relief against you in addition to any other rights and remedies provided herein. In no event shall you be entitled to make, and you hereby waive, any claim for money damages by way of set-off, counterclaim, defense or otherwise based upon any claim or assertion by you that SHS has unreasonably withheld or unreasonably delayed any consent or approval to a proposed act by you under any of the terms of this Franchise Agreement. Your sole remedy for any such claim shall be an action or proceeding to enforce any such provisions, for specific performance or declaratory judgment.

C. Notice of Public Statements. The parties hereto agree that, with respect to any dispute between them, neither a party nor their respective representatives shall make any public statement or issue any press release or other communication concerning such dispute without prior notice to the other party and an opportunity for discussions in accordance with Section XXVI.A. above.

XXVII. ESTOPPEL STATEMENT

You hereby agree that from time to time, upon not less than ten (10) days' prior request by SHS, you will deliver to SHS a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement as modified is in full force and effect and stating the modifications); (b) the dates to which all of the royalty and other fees have been paid; (c) that SHS is not in default under any provisions of this Agreement, or, if in default, the nature thereof in detail; and (d) other matters reasonably requested by SHS. Your failure to deliver such statement within ten (10) days of request shall constitute an affirmation by you that this Agreement is in full force and effect, free of any claims and free of any default on SHS' part.

XXVIII. ACKNOWLEDGMENTS

You acknowledge that you have conducted an independent investigation of all aspects relating to the Franchised Business and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your skills and ability as an independent business person or organization. You acknowledge that you have received, read and understand this Agreement and SHS's Franchise Disclosure Document, including all related attachments and agreements. You acknowledge that you have no knowledge of any representations about the Franchised Business or about SHS, its franchising program or its policies made by SHS, its officers, directors, shareholders, employees or agents which are contrary to statements made in the Franchise Disclosure Document or this Agreement. SHS has accorded you ample time and opportunity to consult with advisors of your choosing about the potential benefits and risks of entering into this Agreement. You understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain SHS' high standards of quality and service, to maintain the uniformity of those standards at all facilities operating pursuant to the System, and to protect and preserve the goodwill of the Propriety Marks.

_____ Please initial to acknowledge that you have read and understand this Paragraph XXVIII]

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

ATTEST:

FRANCHISOR:

Seniors Helping Seniors, L.L.C.

Secretary

BY: _____

WITNESS:

FRANCHISEE:

BY: _____

SCHEDULE 1

SENIORS HELPING SENIORS, LLC FRANCHISE AGREEMENT

MULTI-STATE ADDENDA

STATE OF CALIFORNIA ADDENDUM

A. 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.)

B. 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.

C. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

D. The franchise agreement requires application of the laws of Pennsylvania. This provision may not be enforceable under California law. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restrictive venue to a forum outside the State of California.

E. You must sign a general release if you renew or transfer your franchise. California Corporations code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professional Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

F. Neither the franchisor, nor any person or franchise broker in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

G. Section 31125 of the California Corporations Code requires the Franchisor to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

H. 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 disclosure document.

I. Registered Nurses (RN), Occupational Therapists (OT) and/or Rehabilitation Counselors (RC) must be certified or licensed in the State of California in order to be used to provide medical-related services.

J. Registered Nurses (RN), Occupational Therapists (OT) and/or Rehabilitation Counselors (RN), by virtue of their license requirements, must operate under the direction of a medical doctor.

K. Franchisee may have to comply with the "Home Care Services Consumer Protection Act." This Act 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.

L. Franchisee or the Franchisor will not interfere with the professional judgment of each type of nurse or therapist providing services under this business model. The nurse or therapist, by virtue of their license requirements, would have to operate under the direction of a medical doctor.

M. 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.

N. Sections XXI and XXII are hereby removed from the Franchise Agreement.

O. Section XXIII is hereby amended by removing the following language: with no other representations having induced you to execute this agreement.

P. Section XXVIII is hereby amended by removing the following language: You acknowledge that you have conducted an independent investigation of all aspects relating to the Franchised Business and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your skills and ability as an independent business person or organization. You acknowledge that you have received, read and understand this Agreement and SHS's Franchise Disclosure Document, including all related attachments and agreements. You acknowledge that you have no knowledge of any representations about the Franchised Business or about SHS, its franchising program or its policies made by SHS, its officers, directors, shareholders, employees or agents which are contrary to statements made in the Franchise Disclosure Document or this Agreement. SHS has accorded you ample time and opportunity to consult with advisors of your choosing about the potential benefits and risks of entering into this Agreement.

Q. 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.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

STATE OF ILLINOIS ADDENDUM

Illinois law governs the Franchise Agreement and Franchise Disclosure Document.

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.

Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

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 2016) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2016).

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 MEDICAL PROFESSIONALS WHO WILL PROVIDE THE SERVICES THAT YOUR FRANCHISED BUSINESS OFFERS. YOU SHOULD RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

The Health Care Worker Self-Referral Act is set forth in Illinois law at: 225 ILCS 47/1 (West 2016).

The Home Health, Home, Services, and Home Nursing Agency Code is set forth in the Illinois Administrative Code at: 77 III. Adm. Code 245 (2015).

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.

IF AT A LATER DATE, YOU WANT TO TRANSFER YOUR FRANCHISE RIGHTS TO SOMEONE ELSE - ANY SUCH TRANSFER OF RIGHTS MUST BE APPROVED BY THE FRANCHISOR.

CURRENTLY, MASTER FRANCHISE OPPORTUNITIES FOR SENIORS HELPING SENIORS ARE NOT AVAILABLE IN ILLINOIS.

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

STATE OF IOWA ADDENDUM

A. The franchise agreement requires that litigation must be in Pennsylvania. Section 537A.10 of the Iowa Code (“the Code”) dictates that any provision restricting jurisdiction to a forum outside the State of Iowa is void with respect to a claim otherwise enforceable in the State of Iowa.

B. The laws of Pennsylvania govern the franchise agreement. Section 537A.10 of the Code provides that “A condition, stipulation, or provision requiring the application of the law of another state in lieu of this section is void.”

C. The franchise agreement contains certain conditions precedent for transfer of the franchise that may or may not be enforceable under Iowa law.

D. The franchise agreement may be terminated immediately upon a breach or default of certain obligations without giving you an opportunity to cure the breach or default. Iowa law may require that you be given an opportunity to cure certain breaches or defaults.

E. Section 537A.10 of the Code requires that you be given written notice of termination and 180 days’ notice for non-renewal of the franchise agreement.

F. Section 537A.10 of the Code provides that “A condition, stipulation, or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by or a right provided by this section or a rule or order under this section is void.”

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

MARYLAND ADDENDUM

1. The following is added:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

2. Pursuant to COMAR 01.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Franchisees may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The Franchise Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise. Such representations 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.

5. The Franchise Agreement is amended to state that the limitation of claims provision shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

6. The provision in the franchise agreement which provides for termination by bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

7. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Our Franchise Disclosure Questionnaire requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law in order to purchase a franchise. Such representations 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.

8. Item 5 of the Franchise Disclosure Document and Section IV.A. of the Franchise Agreement are amended to state that all fees paid to the franchisor by the franchisee, including payments for goods and services received from the franchisor before the business opens, shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

9. Sections XXII (Disclosure Statement and Disclaimer) and Section XXVIII (Acknowledgments) are hereby removed from the Franchise Agreement.

10. The Franchise is amended to add the following language: 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.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

STATE OF MINNESOTA ADDENDUM

A. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

B. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C. 14, Subd. 3-5, which require (except in certain specified cases): (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement, and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

C. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the name.

D. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

E. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

F. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

G. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

NEW YORK ADDENDUM

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 A OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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 to be 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 Rev. March 17, 2021 2 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 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.

4. 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.

5. 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

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

NORTH DAKOTA ADDENDUM

1. Covenants not to compete are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.
2. Provisions requiring arbitration or mediation to be held at a location that is remote from the site of the franchisee's business are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, the parties must agree on the site where arbitration or mediation will be held.
3. Provisions requiring jurisdiction in a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.
4. Provisions requiring that agreements be governed by the laws of a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.
5. Provisions requiring your consent to liquidated or termination damages are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.
6. Provisions requiring you to sign a general release upon renewal of the franchise agreement have been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
7. Provisions requiring you to pay all costs and expenses incurred by us in enforcing the franchise agreement have been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.
8. Provisions requiring you to consent to a waiver of trial by jury have been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
9. Provisions requiring you to consent to a limitation of claims within one year have been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the status of limitations under North Dakota Law will apply.
10. Provisions requiring you to consent to a waiver of exemplary and punitive damages have been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

STATE OF RHODE ISLAND ADDENDUM

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

STATE OF WASHINGTON ADDENDUM

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's 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 contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Section XXI of the Franchise Agreement is hereby amended to state that the release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Section XXII.C. is removed in its entirety from the Franchise Agreement.

Use of Franchise Brokers. The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise brokers about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to

ask them about their experience with the franchisor.

The undersigned does hereby acknowledge receipt of this addendum.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

**ACKNOWLEDGEMENT PURSUANT TO SECTION XV(K) OF THE
FRANCHISE AGREEMENT**

The undersigned are all of the partners, shareholders, or members of Franchisee, if Franchisee is a partnership, corporation, or limited liability company, respectively, who beneficially own five percent (5%) or more of the Franchisee and each officer, manager and/or director (if any) of the Franchisee.

In compliance with the requirements of Section XV.K and subject to the exception for permitted business activities set forth in Schedule XV, each of the undersigned agrees to be bound by all provisions of Sections XV.B through XV.F and XV.H through XV.K.

Name and Signature:

Percentage of Equity in Franchisee:

SCHEDULE 2

DESCRIPTION OF THE AREA COMPRISING THE TERRITORY

SCHEDULE 3

PERMITTED BUSINESS ACTIVITIES

Section XV.C. of the Franchise Agreement provides that you will be permitted to continue to engage in certain business activities that are not competitive with the Franchised Business either inside or outside of the Territory if those business activities have been and are currently conducted by you or your affiliated company immediately prior to entering into this Agreement. Activities that are competitive with the Franchised Business shall not be permitted within the Territory during the term and after the termination of this Agreement unless mutually agreed upon herein.

I/we currently conduct the following permitted business activities:

ACKNOWLEDGMENT BY SENIORS HELPINGS SENIORS:

By:

OR:

I /we certify that no business activities of the type described above exist either prior to, or at the time of, the signing of the Agreement.

Franchisee:

Printed Name

Printed Name

Signature

Signature

Date

Date

ATTACHMENT A

GUARANTY

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement, and any revisions, modifications, and amendments thereto, (hereinafter collectively the "Agreement") dated _____ (the "Effective Date"), by and between: (i) Seniors Helping Seniors, L.L.C., a Delaware limited liability company (hereinafter the "Franchisor" or "SHS"); and (ii) _____ (hereinafter the "Franchisee"), each of the undersigned Guarantors agrees as follows:

1. The Guarantors do hereby jointly and severally unconditionally guaranty the full, prompt and complete performance of the Franchisee under the terms, covenants and conditions of the Agreement, and any other Franchise Agreement entered into between the Franchisor and the Franchisee, its directors, officers, agents, employees or other representatives (hereafter incorporated into and made part of all references to the "Agreement"), including without limitation the complete and prompt payment of all indebtedness to the Franchisor under the Agreement. The word "indebtedness" is used herein in its most comprehensive sense and includes without limitation any and all advances, debts, obligations and liabilities of the Franchisee, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable.

2. The obligations of the Guarantors are independent of the obligations of the Franchisee and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, whether or not actions are brought against the Franchisee or whether the Franchisee is joined in any such action.

3. If the Franchisee is a corporation, partnership or limited liability company, the Franchisor shall not be obligated to inquire into the power or authority of the Franchisee or its partners or the officers, directors, agents, members or managers acting or purporting to act on the Franchisee's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed hereunder. Where the Guarantors are corporations or partnerships it shall be conclusively presumed that the Guarantors and the partners, agents, officers and directors acting on their behalf have the express authority to bind such corporations or partnerships and that such corporations or partnerships have the express power to act as the Guarantors pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such corporations or partnerships.

4. The Franchisor, its successors and assigns, may from time to time, without notice to the undersigned: (a) resort to the undersigned for payment of any of the indebtedness, whether or not it or its successors have resorted to any property securing any of the indebtedness or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any of the undersigned hereunder or any indebtedness of any party or parties primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the indebtedness; or (e) give any other form of indulgence, whether under the Agreement or otherwise.

5. The undersigned further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between the Franchisee and the Franchisor resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

6. This Guaranty shall be enforceable by and against the respective administrators, executors, successors and assigns of the Guarantors and the death of any Guarantor shall not terminate the liability of such Guarantor or limit the liability of the other Guarantors hereunder.

7. If more than one person has executed this Guaranty, the term "the undersigned," as used herein shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

8. In each SHS where the spouse of a Franchisee has executed any documents in connection with the granting of the Agreement, and the Franchisee subsequently divorces from such spouse, then, if the Franchisee subsequently remarries, the new spouse of such Franchisee must execute, and agree to be bound by the provisions of, each of the documents previously executed by the Franchisee's original spouse.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty under seal effective as of _____.

Signature

Signature of Spouse (if married)

Printed Name

Printed Name

Home Address

Home Address

Home Telephone

Home Telephone

Business Telephone

Business Telephone

Date

Date

ATTACHMENT B

TELEPHONE ASSIGNMENT AGREEMENT

THIS TELEPHONE ASSIGNMENT AGREEMENT is made as of _____ (the “Effective Date”), by and between _____ (hereinafter the “Assignor”) and Seniors Helping Seniors, L.L.C., a Delaware limited liability company (hereinafter the “Assignee”).

WITNESSETH:

WHEREAS, the Assignee has developed and owns the proprietary system (“System”) for the operation of a retail business under the trademark and logo **SENIORS HELPING SENIORS** (the “Franchised Business”);

WHEREAS, the Assignor has been granted a license to operate a Franchised Business pursuant to a Franchise Agreement dated even date herewith, in accordance with the System;

WHEREAS, in order to operate its Franchised Business, the Assignor shall be acquiring one or more telephone numbers, telephone listings and telephone directory advertisements; and

WHEREAS, as a condition to the execution of the Franchise Agreement, the Assignee has required that the Assignor assign all of its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements to the Assignee in the event of a termination of the Franchise Agreement;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. In the event of termination of the Franchise Agreement, and in order to secure continuity and stability of the operation of the System, the Assignor hereby assigns and transfers to the Assignee, without any further consideration due to Assignor, all of its rights, title and interest in and to certain telephone numbers, telephone listings and telephone directory advertisements pursuant to which Assignor shall operate its Franchised Business in accordance with the terms of the Franchise Agreement; provided, however, such Assignment shall not be effective unless and until the Franchise Agreement is terminated in accordance with the provisions thereof.

2. Representation and Warranties of the Assignor. The Assignor hereby represents, warrants, and covenants to the Assignee that:

a. As of the effective date of the Assignment, all of the Assignor’s obligations and indebtedness for telephone, telephone listing services and telephone directory advertisement services shall be paid and current;

b. As of the date hereof, the Assignor has full power and legal right to enter into, execute, deliver and perform this Agreement;

c. This Agreement is a legal and binding obligation of the Assignor, enforceable in accordance with the terms hereof;

d. The execution, delivery and performance of this Assignment does not conflict

with, violate, breach or constitute a default under any contract, agreement or instrument to which the Assignor is a party or by which the Assignor is bound, and no consent of nor approval by any third party is required in connection herewith; and

e. The Assignor has the specific power to assign and transfer its right, title and interest in its telephone numbers, telephone listings and telephone directory advertisements, and the Assignor has obtained all necessary consents to this Assignment.

3. Miscellaneous. The validity, construction and performance of this Assignment shall be governed by the laws of the State of Pennsylvania. All agreements, covenants, representations and warranties made herein shall survive the execution hereof. All rights of the Assignee shall inure to its benefit and to the benefit of its successors and assigns.

IN WITNESS WHEREOF, each of the parties have executed this Assignment as of the day and year first written above.

ASSIGNEE
Seniors Helping Seniors, L.L.C.

By: _____

Its: _____

ASSIGNOR

By: _____

Title: _____

ATTACHMENT C-1

Employee Non-Disclosure and Confidentiality Agreement

The undersigned (the "Employee"), in consideration of the Employee's being employed by _____, corporation (the "Company" and a Seniors Helping Seniors franchisee), and of the compensation received by Employee pursuant to such employment, hereby acknowledges and agrees as follows:

1. In the course of performing Employee's employment duties for the Company, Employee may receive or otherwise obtain information that is confidential and proprietary to the Company's business or to the business of Seniors Helping Seniors, L.L.C. ("SHS"). Such information may include, but is not limited to, inventions, concepts or ideas, patentable or not, systems, technical drawings, developmental or experimental work, designs, blueprints, processes, methods of operation, formulae, techniques, flow charts, or any improvements on any of the above, trade secrets, the names and addresses of the Company's customers, marketing plans, quality control procedures, strategies or financial information, pricing information, and other types or kinds of proprietary data associated with the daily conduct of business by the Company ("Confidential Information").

2. Employee agrees to protect as confidential, and not to disclose to any person or entity any Confidential Information, either directly or indirectly, during the term of Employee's employment with the Company and at all times thereafter.

3. Employee agrees not to utilize any Confidential Information other than for the benefit of the Company and during the term of his or her employment, solely in connection with his or her employment and for no other reason.

4. Employee agrees to take all precautions necessary to ensure that the Confidential Information shall not be disclosed to third parties.

5. Employee agrees to observe all security policies implemented by the Company from time to time with respect to the Confidential Information.

6. Employee shall return to the Company all materials in any medium containing Confidential Information, whether created by the Employee or any other party, on the earlier of a request by the Company or termination of Employee's employment with the Company.

7. Employee acknowledges that all Confidential Information is and shall remain the property of SHS or the Company and nothing in this Agreement or any document relating to Employee's employment with the Company or any course of conduct between the Company and Employee shall be deemed to grant Employee any rights in or to all or any portion of the Confidential Information.

8. Employee acknowledges that any breach of his or her obligations under this Agreement may cause the Company or SHS great and irreparable injury that cannot be adequately compensated by the payment of damages in an action at law. Accordingly, the Company and/or SHS shall be entitled to the remedies of injunction, specific performance and other equitable relief to redress any breach, or to prevent any threatened breach (and neither the Company nor SHS shall be required to post any bond or prove special damages) and Employee shall pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Company and/or SHS in enforcing its rights hereunder. Nothing contained in this Agreement shall, however, be construed as a waiver by the Company or SHS of any other right, including, without limitation, SHS' or the Company's right to damages.

9. This Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns. The Company may assign its rights and obligations under this Agreement to any of its affiliates without the consent of Employee. Employee may not assign any of his or her rights or obligations under this Agreement.

10. This Agreement will be governed by and construed in accordance with the laws of Pennsylvania.

11. The obligations of Employee under this Agreement shall survive termination of Employee's employment by the Company. Any failure on the part of the Company to insist upon the performance of this Agreement or any part thereof, shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. The parties agree that the covenants included in this Agreement are, taken as a whole, reasonable in their duration and scope and necessary to protect the business of the Company and the business of SHS, and it is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If in any judicial proceeding a court shall refuse to enforce any of the separate covenants included in this Agreement, then such unenforceable covenant shall be deemed modified so as to be enforceable (or if not subject to modification, then eliminated herefrom) for the purpose of those proceedings to the extent necessary to permit the remaining covenants to be enforced.

12. Employee acknowledges that this Agreement does not create any obligation on the Company to continue to employ Employee for any period.

13. Employee acknowledges that SHS is a third-party beneficiary of this Agreement and may enforce the provisions of this Agreement independent of the Company's decision to seek enforcement.

IN WITNESS WHEREOF, the undersigned have set their hands as of this _____ day of _____, 20__.

EMPLOYEE:

COMPANY

Name: _____

By: _____

Name: _____

Title: _____

ATTACHMENT C-2

Non-Disclosure and Confidentiality Agreement

The undersigned (the "Recipient") and _____, a _____
(the "Company" and a Seniors Helping Seniors franchisee) hereby acknowledge and agree as follows:

1. Recipient may receive or otherwise obtain information that is confidential and proprietary to the Company's business or to the business of Seniors Helping Seniors, L.L.C. ("SHS"). Such information may include, but is not limited to, inventions, concepts or ideas, patentable or not, systems, technical drawings, developmental or experimental work, designs, blueprints, processes, methods of operation, formulae, techniques, flow charts, or any improvements on any of the above, trade secrets, the names and addresses of the Company's customers, marketing plans, quality control procedures, strategies or financial information, pricing information, and other types or kinds of proprietary data associated with the daily conduct of business by the Company ("Confidential Information").

2. Recipient agrees to protect as confidential, and not to disclose to any person or entity any Confidential Information, either directly or indirectly, during the term of Recipient's relationship with the Company and at all times thereafter.

3. Recipient agrees not to utilize any Confidential Information other than for the benefit of the Company and for no other reason.

4. Recipient agrees to take all precautions necessary to ensure that the Confidential Information shall not be disclosed to third parties.

5. Recipient agrees to observe all security policies implemented by the Company from time to time with respect to the Confidential Information.

6. Recipient shall return to the Company all materials in any medium containing Confidential Information, whether created by Recipient or any other party, on the earlier of a request by the Company or termination or expiration of Recipient's relationship with the Company.

7. Recipient acknowledges that all Confidential Information is and shall remain the property of SHS or the Company and nothing in this Agreement or any document relating to Recipient's relationship with the Company or any course of conduct between the Company and Recipient shall be deemed to grant Recipient any rights in or to all or any portion of the Confidential Information.

8. Recipient acknowledges that any breach of his or her obligations under this Agreement may cause the Company or SHS great and irreparable injury that cannot be adequately compensated by the payment of damages in an action at law. Accordingly, the Company and/or SHS shall be entitled to the remedies of injunction, specific performance and other equitable relief to redress any breach, or to prevent any threatened breach (and neither the Company nor SHS shall be required to post any bond or prove special damages) and Recipient shall pay any and all costs and expenses (including reasonable attorneys' fees and expenses) incurred by the Company and/or SHS in enforcing its rights hereunder. Nothing contained in this Agreement shall, however, be construed as a waiver by the Company or SHS of any other right, including, without limitation, SHS', or the Company's right to damages.

9. This Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns. The Company may assign its rights and obligations under this Agreement to any of its affiliates without the consent of Recipient. Recipient may not assign any of his or her rights or

obligations under this Agreement.

10. This Agreement will be governed by and construed in accordance with the laws of the jurisdiction in which the Company is organized.

11. The obligations of Recipient under this Agreement shall survive any termination or expiration of Recipient's relationship with the Company. Any failure on the part of the Company to insist upon the performance of this Agreement or any part thereof, shall not constitute a waiver of any right under this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party waiving the right. The parties agree that the covenants included in this Agreement are, taken as a whole, reasonable in their duration and scope and necessary to protect the business of the Company and the business of SHS, and it is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. If in any judicial proceeding a court shall refuse to enforce any of the separate covenants included in this Agreement, then such unenforceable covenant shall be deemed modified to be enforceable (or if not subject to modification, then eliminated herefrom) for the purpose of those proceedings to the extent necessary to permit the remaining covenants to be enforced.

12. Recipient acknowledges that this Agreement does not create any obligation on the Company to continue its relationship with Recipient for any period.

13. Recipient acknowledges that SHS is a third-party beneficiary of this Agreement and may enforce the provisions of this Agreement independent of the Company's decision to seek enforcement.

IN WITNESS WHEREOF, the undersigned have set their hands as of this _____ day of _____, 20__.

EMPLOYEE:

COMPANY

Name: _____

By: _____

Name: _____

Title: _____

ATTACHMENT D

BANK AUTHORIZATION AGREEMENT

**AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO SENIORS
HELPING SENIORS, L.L.C.**

As a convenience to me, I hereby authorize and request you to pay and charge to my bank checking account charges drawn by and payable to the order of Seniors Helping Seniors, L.L.C; provided there are sufficient funds in said account to pay the charges upon presentation. It will not be necessary for any officer or employee of Seniors Helping Seniors, L.L.C. to sign such charges.

I agree that your rights in respect to each such charge shall be the same as if it were a check drawn by you and signed by me. I further agree that if any such charge be dishonored, whether with or without cause and whether intentionally or inadvertently, you shall be under no liability whatsoever.

Seniors Helping Seniors, L.L.C. is instructed to forward this authorization to you. It is to remain in effect until revoked by me in writing, and until you receive such notice.

Bank Account Number

Depositor's Name as Shown on Bank Account

To: Bank _____

Branch (if any) _____

Street _____

City, State and Zip Code _____

Date Signed

Signature of Depositor, as Printed Above

Please submit a voided blank check, for purpose of setting up Bank and Transit Numbers

ATTACHMENT E

GENERAL RELEASE

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the "Release") is made as of _____ 20__ by _____, a(n) _____ ("Releasor") in favor of Seniors Helping Seniors, LLC, a Delaware limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Releasor have entered into a Franchise Agreement (the "Agreement"), pursuant to which Releasor was granted the right to own and operate a Seniors Helping Seniors Franchised Business;

WHEREAS, Releasor has notified Franchisor of its desire to transfer the Agreement and all rights related thereto to a transferee, and Franchisor has consented to such transfer; and

WHEREAS, as a condition to Franchisor's consent to the transfer, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder.

[_____] represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Releasor.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries or related companies, divisions and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals, from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise rights related thereto.

The release contained in the preceding paragraph shall not release the Franchisor from violations of federal and state franchise registration and disclosure laws.

3. Miscellaneous.

(a) Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

(b) This Release shall be construed and governed by the laws of the State of Pennsylvania.

(c) In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

(d) All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

(e) This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by both Parties.

(f) If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

(g) The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

(h) The Parties agree that if this Release relates to an Agreement for a franchise in Maryland, then this Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____)ss.

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20__.

Notary Public

My Commission Expires:

EXHIBIT “D”

**TABLE OF CONTENTS OF THE CONFIDENTIAL
OPERATIONS MANUAL**

SENIORS HELPING SENIORS®

Operations Manual

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EXHIBIT “E”
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) entered into on _____ (the “Effective Date”), between: (i) Seniors Helping Seniors, LLC, a Delaware limited liability company, with its principal business address at 50 Grandview Boulevard, Wyomissing Hills, PA 19609 (the “Franchisor”); and (ii) _____, a (resident of) (corporation organized in) (limited liability company organized in) _____ with a business address at _____ (the “Developer”).

BACKGROUND

A. Franchisor and its affiliate/principals, as a result of the expenditure of time, skill, effort, and money, have developed and own a unique system (the “System”) related to the development, opening, and ongoing operation of a business (“Franchised Business”) that offers: (1) certain medical and non-medical personal services such as companion care, homemaker services, transportation, shopping and errands, light handyman and repair services, personal care, Alzheimer’s/dementia care (memory care) and TeleCare; (2) assistive technologies; (3) facility referral services; (4) adult day care; and (5) medical and home health services including skilled nursing, medication management, health monitoring, wound care, catheter management, injections and blood draws, occupational therapy and rehabilitation therapy (“Services”), as such business models may be modified in accordance with the terms hereof.

B. Franchisor’s System is comprised of various proprietary and, in some cases, distinguishing elements, including without limitation: proprietary methodology and procedures for the establishment and operation of a Franchised Business; standards and specifications for the supplies, inventory and methodology associated with offering and providing each type of Service; advertising; marketing; standards and specifications for equipment; all patents, copyrights, titles, symbols, logotypes, trade dresses, emblems, slogans, insignias, terms, know-how, methods, specifications, designations, designs, diagrams, anecdotes, artworks, worksheets, techniques, rules, ideas, course materials, advertising and promotional materials, and other audio, video and written materials developed and designated for use in connection with the System; proprietary training programs, courses and training materials; Franchisor’s confidential and proprietary operations manual and, at Franchisor’s option, other instructional manuals that have been reduced to writing (collectively, the “Manuals”); and standards and specifications for advertising, bookkeeping, sales and other aspects of operating an Franchised Business. The parties agree and acknowledge that Franchisor may change, improve, further develop, or otherwise modify the System from time to time as it deems appropriate in its discretion. Franchisee hereby acknowledges and agrees that: (i) while the System and Franchisor’s related materials contain information that, in isolated form, could be construed as being in the public domain, they also contain significant proprietary and confidential information that makes the System unique as a whole; and (ii) the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant manuals that are proprietary and confidential.

C. The System and Franchised Businesses are primarily identified by the marks “Seniors Helping Seniors” as well as certain other trade names, trademarks, service marks and logos, all of which Franchisor may modify, update, supplement or substitute in the future (collectively, the “Proprietary Marks”). The parties agree and acknowledge that Franchisor has established substantial goodwill and business value in its Proprietary Marks, expertise, and System.

D. Franchisor grants qualified third parties the right to develop a certain number of Franchised Businesses within a defined geographical area (the “Development Area”), in accordance with the terms of this Agreement to which Developer must be strictly adhere, with each Franchised Business within the Development Area being opened and operating utilizing the Proprietary Marks and System pursuant to the terms and conditions set forth in a separate form of Franchisor’s then-current form of franchise agreement

(each, a “Franchise Agreement”). Developer recognizes the benefits of receiving the right to operate a Franchised Business utilizing the System and desires to: (i) become a multi-unit operator subject to the terms of this Agreement; and (ii) receive the benefits provided by Franchisor under this Agreement.

E. Developer has applied for the right to open and operate a certain number of Franchised Businesses within the Development Area as set forth in this Agreement (each, a “Franchised Business”), and Franchisor has approved such application in reliance on Developer’s representations made therein.

F. Developer hereby acknowledges that adherence to the terms of this Agreement, including Franchisor’s operations manual and other System standards and specifications, are essential to the operation of all Franchised Businesses and the System as a whole.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Development Area.

1.1 Subject to the terms and conditions set forth herein, Franchisor grants Developer the right, and Developer undertakes the obligation, to develop and establish _____ Franchised Businesses within the Development Area defined in the Data Sheet attached hereto as Exhibit A (the “Data Sheet”), provided Developer opens and commences operations of such Franchised Businesses in strict accordance with the mandatory development schedule also set forth in the Data Sheet (the “Development Schedule”) and otherwise subject to the terms and conditions set forth herein.

1.2 Except as provided in Section 1.3 and otherwise herein, during the term of this Agreement Franchisor will not open, operate, or license any third party the right to open or operate, any Franchised Business utilizing the Proprietary Marks and System within the Development Area.

1.3 Developer agrees and acknowledges that Franchisor will have the right to modify the boundaries of the Development Area upon written notice to Developer to account for any designated territory that is granted to another System franchisee or developer in connection with a premises for a Franchised Business at a location that (a) Developer secures, and (b) is close to the outer boundaries of the Development Area, to the extent necessary to avoid overlap between that designated territory and the Development Area. In the event Franchisor notifies Developer that it is modifying the Development Area as set forth in this Section, Developer agrees to work in good faith with Franchisor to enter into an addendum to this Agreement detailing the modified Development Area.

2. Development Fee.

2.1 Developer shall pay Franchisor a Development Fee equal to \$_____ (the “Development Fee”) for the right to develop the foregoing Franchised Businesses within the Development Area under this Agreement, which is: (i) deemed fully earned upon payment and is not refundable under any circumstances; and (ii) calculated according to the formula set forth in Section 2.3.

2.2 The parties agree and acknowledge that the Development Fee is comprised of: (i) the consideration for the territorial rights granted within the Development Area; and (ii) the initial fees payable for the right to own and operate the initial Franchised Business that Developer is granted the right to open within the Development Area under this Agreement and each additional Franchised Business that Franchisor has granted Developer the right to open hereunder (each, an “Additional Franchised Business”).

2.3 Developer must pay Franchisor the Development Fee of (a) \$50,000 for the right to open one Franchised Business; (b) \$35,000 for the right to open a second Franchised Business; and (c) \$25,000 for the right to open a third Franchised Business and each Franchised Business thereafter. Developer will pay a \$5,000 training fee when the initial Franchise Agreement is signed.

3. Initial Franchise Agreement. Contemporaneous with the execution of this Agreement, Developer must enter into Franchisor's current form of Franchise Agreement for the Initial Franchised Business that Developer is required to open within the Development Area. In the event Developer is a business entity of any kind, then Developer's principals/owners must each execute the form of personal guaranty attached to the foregoing Franchise Agreement, as well as any additional Franchise Agreements described in Section 4 of this Agreement.

4. Additional Franchise Agreements. Developer agrees and acknowledges that it must: (i) enter into Franchisor's then-current form of Franchise Agreement for each Additional Franchised Business that Developer is required to open under this Agreement; and (ii) enter into such Franchise Agreements at such times that are required for Developer to timely meet, and strictly adhere to, its obligations under the agreed-upon Development Schedule. Additionally, Developer agrees and acknowledges that, in order to develop a second or any subsequent Franchised Business pursuant to this Agreement, Developer must be in compliance with the terms of any and all Franchise Agreements by and between Developer (and/or any of Developer's affiliates) and Franchisor.

5. Development Obligations. Developer must ensure that, at a minimum, Developer: (i) opens and commences operations of the number of new Franchised Businesses during each of the development periods defined in the Development Schedule (each, a "Development Period"); and (ii) has the minimum cumulative number of Franchised Businesses open and operating at the expiration of each such Development Period. The parties agree and acknowledge that time is of the essence with respect to the foregoing development obligations, and that Developer's failure to comply with the Development Schedule in any manner with respect to any Development Period is grounds for immediate termination of this Agreement if not timely cured as set forth in Section 6.2 of this Agreement (and any future development rights granted hereunder).

6. Term and Termination.

6.1 This Agreement will commence as of the date it is fully executed and, unless earlier terminated by Franchisor, will expire on the earlier of: (i) the last day of the calendar month that the final Franchised Business is required to be opened and operating under the Development Schedule; or (ii) the date Developer actually opens the last Franchised Business that Developer is granted the right to open under this Agreement. Upon expiration or termination of this Agreement for any reason, Developer will not have any rights within the Development Area other than the territorial rights granted in connection with any "Designated Territory" associated with a Franchised Business that Developer has opened and commenced operating as of the date this Agreement is terminated or expires (as such rights are granted by Franchisor under the respective Franchise Agreement(s) into which Developer has entered for such Franchised Business(es)).

6.2 Franchisor will have the right, at its option, to terminate this Agreement and all rights granted to Developer hereunder, without affording Developer any opportunity to cure such default, effective upon written notice to Developer, upon the occurrence of any of the following events: (i) if Developer ceases to actively engage in development activities in the Development Area or otherwise

abandons its development business for three (3) consecutive months, or any shorter period that indicates an objective intent by Developer to discontinue development of the Franchised Businesses within the Development Area; (ii) if Developer becomes insolvent or is adjudicated bankrupt, or if any action is taken by Developer, or by others against the Developer, under any insolvency, bankruptcy or reorganization act, or if Developer makes an assignment for the benefit of creditors or a receiver is appointed by the Developer; (iii) if Developer fails to meet its development obligations under the Development Schedule for any single Development Period (including any corresponding payment obligations), and fails to cure such default within 30 days of receiving notice thereof; or (iv) if any Franchise Agreement that is entered into in order to fulfill Developer's development obligations under this Agreement is terminated or subject to termination by Franchisor, pursuant to the terms of that Franchise Agreement.

6.3 In the event this Agreement is terminated prior to its natural expiration for any reason, the parties agree and acknowledge that the geographic scope of the post-term non-compete described in Section XV.C of the Initial Franchise Agreement shall also include (a) the Development Area, and (b) a ten (10) mile radius around the perimeter of the Development Area.

7. Sale or Assignment. Developer's rights under this Agreement are personal and Developer may not sell, transfer, or assign any right granted herein without Franchisor's prior written consent, which may be withheld in its sole discretion. Notwithstanding, if Developer is an individual or a partnership, Developer has the right to assign its rights under this Agreement to a corporation or limited liability company that is wholly owned by Developer according to the same terms and conditions as provided in Developer's initial Franchise Agreement. Franchisor has the right to assign this Agreement in whole or in part in its sole discretion.

8. Acknowledgment. Developer acknowledges that this Agreement is not a Franchise Agreement and does not confer upon Developer any rights to use the Franchisor's Proprietary Marks or System.

9. Notices. All notices, requests and reports to be given under this Agreement are to be in writing, and delivered either by hand, overnight mail via recognized courier such as UPS or FedEx, or certified mail, return receipt requested, prepaid, to the addresses set forth above (which may be changed by written notice).

10. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to this state's conflict of laws principles.

11. Internal Dispute Resolution. Developer must first bring any claim or dispute between Developer and Franchisor to Franchisor's management, after providing Franchisor with notice of and a reasonable opportunity to cure an alleged breach hereunder. Developer must exhaust this internal dispute resolution procedure before bringing a dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

12. Mediation. At Franchisor's option, all claims or disputes between Franchisor and Developer or its affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisor and Developer or its affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 12 above, must be submitted first to non-binding mediation, in or near Franchisor's then-current headquarters under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Developer must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or

dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Developer as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Developer may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor.

12.1 The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 13 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any confidential/proprietary information of Franchisor (as such information is defined more fully in the Franchise Agreements); (ii) any of the restrictive covenants contained in this Agreement or any other Franchise Agreements executed in connection with the Franchised Businesses opened within the Development Area; and (iii) any of Developer's payment obligations under this Agreement or any such Franchise Agreement.

12.2 This agreement to mediate will survive any termination or expiration of this Agreement. The parties agree that there will be no class action mediation and that any mediation proceeding involving Franchisor and Developer or its principals that arises out of or relates to this Agreement in any manner must be mediated in a proceeding that does not involve any other third party, including any other franchisee or licensee of Franchisor's franchise system.

13. Injunctive Relief. Developer acknowledges and agrees that irreparable harm could be caused to Franchisor by Developer's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Developer's use of the Proprietary Marks and Franchisor's confidential information; (ii) Developer's covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement or any Franchise Agreement with Franchisor; (iii) Developer's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Proprietary Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) prohibiting any act or omission by Developer or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Developer's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Developer waives all damage claims if the injunction is wrongfully issued.

14. Jurisdiction and Venue. Subject to Sections 13 and 14 of this Agreement, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction closest to Wilmington, Delaware or, if appropriate, the United States District Court for the District of Delaware (unless settled by the parties after such action is initiated). Developer acknowledges that Franchisor may bring an action in any other court of competent jurisdiction to seek and obtain injunctive relief as set forth in Section 14 above. Developer hereby irrevocably consents to the personal jurisdiction of the state and federal courts described in this Section.

15. Third Party Beneficiaries. Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of this Agreement and the dispute resolution procedures

contained herein, including without limitation, the right to specifically utilize and exhaust the mediation procedure with respect to any and all claims asserted against such person(s) by Developer or its principals.

16. JURY TRIAL WAIVER. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER WILL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR DEVELOPER'S PURCHASE FROM FRANCHISOR OF THE DEVELOPMENT RIGHTS DESCRIBED HEREIN.

17. WAIVER OF CLASS ACTIONS. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN DEVELOPER, DEVELOPER'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

18. Waiver of Punitive Damages. Developer waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) that Developer may have against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, Developer's recovery will be limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

19. Attorneys' Fees. If either party institutes any judicial or mediation proceeding to enforce any monetary or nonmonetary obligation or interpret the terms of this Agreement and Franchisor prevails in the action or proceeding, Developer will be liable to Franchisor for all costs, including reasonable attorneys' fees and court costs, incurred in connection with such proceeding.

20. Non Waiver. Franchisor's failure to insist upon strict compliance with any provision of this Agreement will not be a waiver of Franchisor's right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor respecting any breach or default will not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Agreement will be cumulative. Franchisor's election to exercise any remedy available by law or contract will not be deemed a waiver or preclude exercise of any other remedy.

21. Severability. The parties agree that if any provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision will have the meaning, which renders it valid and enforceable. The provisions of this Agreement are severable, and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions will be enforced to the extent that they are valid and enforceable. If any material provision of this Agreement will be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Agreement.

22. Construction of Language. The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Developer, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

23. Successors. References to “Franchisor” or “Developer” include the respective parties’ successors, assigns or transferees, subject to the limitations of Section 8 of this Agreement.

24. Additional Documentation. Developer must, from time to time, subsequent to the date first set forth above, at Franchisor’s request and without further consideration, execute and deliver such other documentation or agreements and take such other action as Franchisor may reasonably require in order to effectuate the transactions contemplated in this Agreement. In the event that Developer fails to comply with the provisions of this Section, Developer hereby appoints Franchisor as Developer’s attorney-in-fact to execute any and all documents on Developer’s behalf, as reasonably necessary to effectuate the transactions contemplated herein.

25. No Right to Offset. Developer may not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of the alleged nonperformance of Franchisor or any of its affiliates or as an offset against any amount Franchisor or any of its affiliates may owe or allegedly owe Developer under this Agreement or any related agreements.

26. Entire Agreement. This Agreement contains the entire agreement between the parties concerning Developer’s development rights within the Development Area; no promises, inducements or representations (other than those in the Franchise Disclosure Document) not contained in this Agreement have been made, nor will any be of any force or effect, or binding on the parties. Modifications of this Agreement must be in writing and signed by both parties. Franchisor reserves the right to change Franchisor’s policies, procedures, standards, specifications or manuals at Franchisor’s discretion. In the event of a conflict between this Agreement and any Franchise Agreement(s), the terms, conditions and intent of this Agreement will control. Nothing in this Agreement, or any related agreement, is intended to disclaim any of the representations Franchisor made to Developer in the Franchise Disclosure Document that Franchisor provided to Developer.

***THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK
SIGNATURES ON THE FOLLOWING PAGE***

**IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY,
THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED
EFFECTIVE THE DATE FIRST SET FORTH ABOVE.**

FRANCHISOR:

SENIORS HELPING SENIORS, LLC

Print Name: _____

Date: _____

DEVELOPER:

IF AN INDIVIDUAL:

By: _____

Print Name: _____

Date: _____

Spouse Signature: _____

Spouse Name: _____

Date: _____

IF LLC, CORPORATION, OR OTHER ENTITY:

By: _____

Print Name: _____

Title: _____

Owner Signature: _____

Owner Name: _____

Owner Signature: _____

Owner Name: _____

Date: _____

EXHIBIT A TO DEVELOPMENT AGREEMENT
DATA SHEET

1. **Development Area.** The Development Area, as referred to in Section 1 of the Development Agreement, is described below (or an attached map) by geographic boundaries and will consist of the following area or areas: _____

2. **Development Schedule.** The Development Schedule referred to in Section 5 of the Development Agreement is as follows:

Development Period	Expiration Date	Number of New Franchised Businesses Developer Must Open in Development Area	Cumulative Number of Franchised Businesses Developer Must Have Open Within Development Area
First	Simultaneously with this Agreement	1	1
Second	9 Months from Effective Date	1	2
Third	15 Months from Effective Date	1	3
Fourth	As discussed with the franchisor	1	4
Fifth	As discussed with the franchisor	1	5

3. **Development Fee.** The Development Fee that is due and payable to Franchisor immediately upon execution of this Agreement shall be \$_____.

APPROVED AND ACCEPTED BY:

FRANCHISOR:

SENIORS HELPING SENIORS, LLC

By: _____

Name: _____

Date: _____

DEVELOPER

(Individual, Partnership or Corporation Name)

By: _____

Title: _____

Date: _____

EXHIBIT B TO THE DEVELOPMENT AGREEMENT

STATE-SPECIFIC ADDENDA

~~WASHINGTON ADDENDUM TO THE DEVELOPMENT AGREEMENT~~

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

~~RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.~~

~~In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.~~

~~A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.~~

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

~~Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's 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 contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.~~

~~RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.~~

~~**Use of Franchise Brokers.** The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise brokers about a franchise. Do you own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.~~

~~The undersigned does hereby acknowledge receipt of this addendum.~~

~~Dated this _____ day of _____, 20____.~~

FRANCHISOR

FRANCHISEE

|

STATE OF ILLINOIS ADDENDUM

Illinois law governs the Development Agreement and Franchise Disclosure Document.

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 development agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

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 2016) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2016).

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 MEDICAL PROFESSIONALS WHO WILL PROVIDE THE SERVICES THAT YOUR FRANCHISED BUSINESS OFFERS. YOU SHOULD RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

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.

The Health Care Worker Self-Referral Act is set forth in Illinois law at: 225 ILCS 47/1 (West 2016).

The Home Health, Home, Services, and Home Nursing Agency Code is set forth in the Illinois Administrative Code at: 77 III. Adm. Code 245 (2015).

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/hfph/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.

IF AT A LATER DATE, YOU WANT TO TRANSFER YOUR FRANCHISE RIGHTS TO SOMEONE ELSE - ANY SUCH TRANSFER OF RIGHTS MUST BE APPROVED BY THE FRANCHISOR.

CURRENTLY, MASTER FRANCHISE OPPORTUNITIES FOR SENIORS HELPING SENIORS ARE NOT AVAILABLE IN ILLINOIS.

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

MARYLAND ADDENDUM TO THE DEVELOPMENT AGREEMENT

1. The following is added:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.
2. Pursuant to COMAR 01.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
3. Franchisees may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
4. The Franchise Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise. Such representations 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.
5. The Franchise Agreement is amended to state that the limitation of claims provision shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.
6. The provision in the franchise agreement which provides for termination by bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).
7. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Our Franchise Disclosure Questionnaire requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law in order to purchase a franchise. Such representations 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.
8. Item 5 of the Franchise Disclosure Document and Section IV.A. of the Franchise Agreement are amended to state that based upon the franchisor's financial condition, the Maryland Securities Commissioner has required all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, Section 2.1 of the Development Agreement is amended to state that in addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.
9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
10. The Questionnaire attached as Exhibit H is hereby removed.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

WASHINGTON ADDENDUM TO THE DEVELOPMENT AGREEMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's 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 contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

Use of Franchise Brokers. The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise brokers about a franchise. Do you own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20____.

FRANCHISOR

FRANCHISEE

EXHIBIT “F”

LIST OF FRANCHISEES

|

List of Current Franchisees as of 12/31/2023

<u>First Name</u> List of Current Franchisees As of December 31, 2022	Last Name	Legal Entity Name	Address	City	State	Zip Code	Phone Number
<u>Suzanne and Erich</u> First Name	<u>McKee & Sullivan</u>		2806 West Ranier Road Address	Rogers City	State <u>AZ</u>	Zip <u>72758</u>	<u>281-684-9769</u>
<u>SuzanneMichael and Erich</u> Julie*	<u>McKee & Sullivan</u> Emmelhai <u>nz</u>	<u>N/A East Valley Seniors, LLC</u>	<u>36073 N Stoneware Drive</u>	<u>Queen Creek</u>	<u>AZ</u>	<u>7275885140</u>	<u>281-684-9769</u> <u>480-534-7413</u>
Andrew	Flindall	<u>N/A</u>	2143 W Tracy Ln	Phoenix	AZ	85025	602-595-0366
Andy	Lask	Eastwood Holdings, LLC	9526 East Wood	Scottsdale	AZ	85260	480-674-5400
Gideon	Abraham	My Little Helpers, LLC	16969 Bernardo Center Dr Suite 210	San Diego	CA	92128	858-774-8174
Michael and Asli*	Casalino	Senior Outreach Services LLC	3355 Figueroa Street	Glendale	CA	91206	818-800-4007
Greg and Ida	DeMaagd	Carmel Care, LLC	27200 Los Arboles Dr	Carmel	CA	93923	831-402-2854
Sue	Erskine	<u>N/A</u>	5694 Mission Center Rd Suite 602-449	San Diego	CA	92108	619-346-4535
Susan and Tricia	Erskine and Izadi	JDD Senior Services, LLC	10755 Scrips Parkway suite #426	San Diego	CA	92131	619-346-4535
<u>Lorraine*</u>	<u>Heath</u>	<u>Serene Care Solutions, LLC</u>	<u>32015 Contour Ave</u>	<u>Nuevo</u>	<u>CA</u>	<u>92567</u>	<u>951-578-7950</u>
<u>Luis</u>	<u>Hernandez</u>	<u>Sonlight 7, Inc.</u>	<u>13066 Point Arena Place</u>	<u>Cerritos</u>	<u>CA</u>	<u>90703</u>	<u>714-265-7571</u>
<u>Amos</u>	<u>Marvel</u>	<u>Marvelous Enterprise LLC</u>	<u>18601 Sherman Way #B156</u>	<u>Reseda</u>	<u>CA</u>	<u>91335</u>	<u>818-539-2273</u>
<u>MohamedFred and Iman</u> Laurence	<u>HassanMaurel</u>	<u>N/ASeniors La Vie</u>	<u>8939 S Sepulveda Blvd Suite #350</u> <u>2780 Dana Loop</u>	<u>El Dorado Hills</u> Los Angeles	CA	<u>9576290045</u>	<u>310-346-9516</u> <u>214-263-</u>

							<u>2286</u>
Matthew	Obermueller	N/A	577 E Elder St, Suite U	Fallbrook	CA	98264	425-785-9605
Ron and Maria	Torres	Central Coast in Home Seniors Care, LLC	330 Wild Mustard Lane	Paso Robles	CA	93446	805-369-2110
Sandra and Monica	Acevedo and Londono	Compassionate <u>Compassionate</u> Connections, LLC	3805 Valley Crest Drive	Timnath	CO	80547	970-484-8445
Colleen*	Elliott	Janus Leadership Ventures, Inc.	4440 N. 109th Street	Lafayette <u>4440 N. 109th Street</u>	CO	80026	303-579-9814
Michelle	Lee	SHS Care Services, LLC	18590 E. 19th Street	Aurora	CO	80011	720-434-1790
Otis and Suzanne	McGregor	N/A	17030 Viscount Ct	Monument	CO	80132	719-640-6069
Jeffrey and Stacy	Roelf	N/A	13019 W Montana Drive	Lakewood	CO	80228	303-919-2839
Mark and Karen	Smith	SHS of Colorado, Inc.	8750 N Sundown Trail	Parker	CO	80134	303-990-4561
<u>Sarah*</u>	<u>Verretta</u>	<u>Practice Grace Health Service, LLC</u>	<u>21711 Tyrolite Ave</u>	<u>Parker</u>	<u>CO</u>	<u>80138</u>	<u>303-495-7578</u>
Lisa	Brower	Seniors United, LLC	152 Farms Village Road	Simsbury	CT	06070	860-716-2017
Maria	Cerino	Maria Cerino, LLC	P.O. box 382	Mystic	CT	06355	860-536-4767
Debra	Danker	Seniors Care, LLC	87 ½ Midwood Road	Branford Road	CT	06405	203-488-9200
<u>Majed, Amine, Chady*</u>	<u>Roz, Adra, Saad</u>	<u>Dare to Care, LLC</u>	<u>500 W Putnam Ave., Suite 400</u>	<u>Greenwich</u>	<u>CT</u>	<u>06830</u>	<u>855-747-7928</u>
Robert and Amy	McDermott	Alcana Gladstone Group, Inc.	26279 Bayside Drive	Long Neck	DE	19966	302-858-7330
Kyla	Abbott	HEKKKLD FLORIDA LLC	531 Gilson Loop	The Villages	FL	32163	352-913-1218

Vincent	Beach	N/A	32225 Summerglade Drive	Wesley Chapel	FL	33545	813-973-1954
Diana	Cabassi	N/A	1401 Lacosta Drive E	Pembroke Pines	FL	33027	754-202-5200
Ed	Dunkel	Seniors Helping Seniors Pompano	4020 W Palm Aire Dr #501	Pompano Beach	FL	33069	954-870-1229
Jennifer	Helin	Melbeachouse, LLC	1103 W. Hibiscus Blvd. Ste 400	Melbourne	FL	32901	321-722-2999
John	Imperatore	N/A	1375 Gateway Boulevard Suite 37	Boynton Beach	FL	33426	561-572-9737
<u>Djuan and Gwen*</u>	<u>Irvin</u>	<u>Irvins Care 2, LLC</u>	<u>21611 Sullivan Ranch Blvd</u>	<u>Mount Dora</u>	<u>FL</u>	<u>32757</u>	<u>352-545-2273</u>
<u>Ken*</u>	<u>Kozielski</u>	<u>SolaFide Endeavors, Inc</u>	<u>5449 S. Semoran Blvd., Suite 227</u>	<u>Orlando</u>	<u>FL</u>	<u>32822</u>	<u>321-235-6833</u>
Andy & Joy	Malivuk	N/A	18933 Chaville Road	Lutz	FL	33558	813-363-9164
Mike and Linda	Morrow	Bigelow Hollow Senior Care LLC	3825 Turkey Oak Drive	Valrico	FL	33596	813-610-2262
Cristi*	Nemeth	Stone Enterprises of Central Florida Inc	186 S. Central Ave	Oviedo	FL	32765	407-443-3039
Rita and Brian*	Sanders	BSRS Jacksonville LLC	3054 Southern Hills Circle West	Jacksonville	FL	32235	(904-) 525-7236
Leif and Ashley*	Schmidt	Schmidt Enterprises of SWFL, LLC	4837 Swift Rd, Suite 110-5	Sarasota	FL	34231	941-877-1000
Christina	Viamontes	East Coast Private Care, LLC	2186 11th Lane	Vero Beach	FL	32960	772-492-8381
Mike and Melissa*	Walters	Dream Life Legacy, Inc.	67 N. St. Andrews Drive	Ormand Beach	FL	32174	386-985-2292
Grace	Watson	Greatality, LLC	9 St Giles Road	Palm Beach Gardens	FL	33418	561-776-9853
Lori	Whitman	Whitman Senior Care of NE Florida, LLC	8006 Green Glade Road	Jacksonville	FL	32256	904-344-8826

Evan and Nancy	Zelden	SHS SWFL, LLC	12995 S. Cleveland Ave. Suite #258	Fort Myers	FL	33907	239-243-8555
Tina and Grady*	Boggs	GJET Boggs Corp.	3372 Laurel Leaf Way	Buford	GA	30515	770-884-4358
Pricilla and Prince*	Egyir-Beney	N/A	3515 Stonehaven #Dr	Suwanee	GA	30024	706-206-5453
Kip and Terri*	Haswell	Haswell Senior Solutions, LLC	203 Plum Orchard Way	Woodstock	GA	30189	678-858-8708
<u>Larry*</u>	<u>Stephens</u>	<u>Stephens Elite, LLC</u>	<u>123 Cumberland Way</u>	<u>Savannah</u>	<u>GA</u>	<u>31407</u>	<u>912-244-2000</u>
Tina and Steve	Tanco	Senior Respect, LLC	590 Woodbrook Way	Lawrenceville	GA	30043	770-237-3177
Terry and Sue	Wilk	Senior Personal Care Solutions, LLC	535 Emerald Lake Drive	Fayetteville	GA	30215	770-262-6552
Scott	Dixon	Seniors Rock LLC	23 Orchard Drive	Bellville	IL	62221	618-973-5373
Sylvie	Hutchings	N/A	1046 W Polk Street	Chicago	IL	60607	312-526-3666
<u>Sara and Terry*</u>	<u>Odland-Beyna, Beyna</u>	<u>Hello Forrest Inc</u>	<u>335 S. Forrest Ave</u>	<u>Arlington Heights</u>	<u>IL</u>	<u>60004</u>	<u>847-801-6403</u>
Dan	Rattary	SHS Senior Care, Inc	259 Robinson Lane	Westmont	IL	60559	630-324-6086
Ben and Stacy*	Westberg	Westberg Corporation	1904 S. Saddlebrook Dr.	Shorewood	IL	60404	815-531-2075
ElderDay Center		ElderDay Center	328 W. Wilson Street	Batavia	IL	60510	630-937-4246
Terry and Becky*	Cuzzocrea	Senior Care of Northern Indian, LLC	50554 Cobus Ridge Lane	Granger	IN	46530	574-385-3900
Tom and Noell	Krughoff	Krughoff Care Netowrk LLC	P.O. Box 174 24 Howard St	Shelbyville	IN	46176	317-604-5520
Angela*	Gibson	N/A	10200 Forest Green Blvd	Louisville	KY	40223	502-214-6272

<u>Liesje and David</u>	<u>Damerjian</u>	<u>DJLD Service, LLC</u>	<u>380 Pearl Street</u>	<u>Reading</u>	<u>MA</u>	<u>01867</u>	<u>781-205-4930</u>
Chris and Maggie*	Lefebvre	Senior Care Solutions Corp	5 Thomas Rd	Methuen	MA	01844	978-736-4671
Josh and Robert	Obeiter	Compassion Counts Senior Care, LLC	1171 Washington street	Newton	MA	02465	617-877-3163
Eric and Lisa*	Toto	Toto Holdings, Inc.	14 Newhall St	Saugus	MA	01906	781-650-3818
Seth*	Asuah-Gyasi	SAGS LLC	7639 Woodbine Dr	Laurel	MD	20707	732-829-0625
Ben*	Chernow	Chernow Franchise, LLC	6315 Poe Rd	Bethesda	MD	20817	301-895-0205
<u>Anna</u>	<u>Attard</u>	<u>Attard Holdings, LLC</u>	<u>16517 W. Horseshoe Trail</u>	<u>Linden</u>	<u>MI</u>	<u>48451</u>	<u>810-412-7270</u>
<u>Brian and Mollie</u>	<u>Gaggin</u>	<u>HI to MI Company</u>	<u>4707 Macatawa Legends Blvd.</u>	<u>Holland</u>	<u>MI</u>	<u>49424</u>	<u>616-669-0095</u>
Rafael and Steve	Galvan and Bixler	Senior Compassion of Michigan, LLC	67 Amherst Rd	Pleasant Ridge	MI	48069	248-796-0760
Danna and Nora	Gomez and Ruder	Seniors Helping Seniors of W Michigan	2455 Riveredge Dr SE\PO Box 140288	Grand Rapids	MI	49514	616-234-0190
Amy	Kanouse	N/A	837 Haynor Rd	Ionia	MI	48846	616-902-3806
Bob and Dawn	Neely	SHS of Michigan, Inc	1180 S. Lepeer Rd	Lake Orion	MI	48360	248-969-4000
Carmo and Mary	Ribeiro	Exciting Future, LLC	430 Sumark Way	Ann Arbor	MI	48103	734-996-9570
<u>Sheila</u>	<u>Samples</u>	<u>Samples Senior Services, LLC</u>	<u>28175 Haggerty Road</u>	<u>Novi</u>	<u>MI</u>	<u>48377</u>	<u>248-686-1000</u>
<u>Jason</u>	<u>Bernloehr</u>	<u>Twin Towns Senior Care, LLC</u>	<u>12115 44th Ave North</u>	<u>Minneapolis</u>	<u>MN</u>	<u>55442</u>	<u>612-440-1008</u>
Kim and Tony	Nermyr	SHS-MN Inc.	14565 41st Avenue North	Plymouth	MN	55446	763-694-0165

Michael and Mary	Kierath	N/A	652 Zumwalt Crossing	o'Fallon	MO	63366	636-294-3012
Susan and Melissa <u>Melissa</u>	Murray and Walsh	W/M Holdings, LLC	PO Box 8468	St. Louis	MO	63132	314-304-7089
Mike and Debbie	Greth	N/A	4819 Weston Place	Jamestown	NC	27282	336-823-6217
Lynn	Musolf	Faholo Partners, LLC	10724 Carmel commons Blvd Suite 550	Charlotte	NC	28226	704-641-3718
Eric	Oltman	N/A	127 Lantern Ridge Lane	Cary	NC	27519	919-234-0190
Jennifer and Ed*	O'Neil	Rescued For A Purpose, LLC	119 Forest Hills Drive	Monroe	NC	28112	980-290-4550
Jon	Savage	N/A	1710 Renwick Drive, Apt 202	Fayetteville	NC	28304	910-916-2100
Katheryn	Uveges	N/A	5505 Yew Pine Ct	Wake Forest	NC	27587	919-349-0234
Denise and Craig	Moser	N/A	12712 S 82nd St	Papillion	NE	68046	402-331-3073
Troy and Drew	Nielsen	Midwest Senior Care LLC	2648 Steamwagon Road	Nebraska City	NE	68410	402-873-0601
Judith and Randal	Loubier	SHS-NH, LLC	360 Rt 101, Suite 3B	Bedford	NH	03110	603-801-1936
Maria and Vincent*	Marino	Marinos Helping Seniors, LLC	61 Highview Ave	Bernardsville	NJ	07924	908-334-1552
<u>Jennifer</u>	<u>Nam</u>	<u>J. Nam Senior Services, Inc.</u>	<u>591 Mantua Blvd</u>	<u>Sewell</u>	<u>NJ</u>	<u>08080</u>	<u>856-494-8320</u>
Stephen	Rogalski	R & M Care Enterprises LLC	131 Bluebird Drive, Unit 4C	Hillsborough	NJ	08844	973-435-4873
Clint and Vonda	Moxey	Moxey's Learning Center LLC	63 Keystone Ave, Suite 301	Reno	NV	89523	775-622-8008
Rajinder	Anand	Mother Mary Senior Care Corp	42 Muncey Road	Bayshore	NY	11706	631-935-5588

Stuart and Heidi	Berr	Seniors in Suffolk, Inc.	256 Montgomery Avenue	Oceanside	NY	11572	516-974-2655
Debra and Bill	Lang	Lang Helping Seniors, LLC	70 Lake Marie Lane	Bedford Hills	NY	10507	914-263-7716
Reema	Nirola	Passion for Seniors, LLC	2 Manetto Drive	Plainview	NY	11803	516-390-8938
AnnMarie	Rogers	Mama Manatee LLC	291 Tobey Rd	Pittsford	NY	14534	585-433-1234
Chris*	Thomas	Metal Lane, Inc.	16 Pequot Ave., Floor 1	Port Washington	NY	11050	415-509-4502
Debbie and Mike	Turner	Turner's Helping Seniors, LLC	233 Drive 4	Cleveland	NY	13042	315-720-4441
Lenny and Genice	Vicente	Vicente Enterprises	11 Stern Drive	Port Jefferson	NY	11777	917-345-1549
Diane and Joanne	Ward	NNY Senior Services, Inc.	156 Chestnut Street	Watertown	NY	13601	315-405-4950
<u>Roberick, Nehemiah</u>	<u>Bowdle, Sparling</u>	<u>SHS Lorain, LLC</u>	<u>1313 Taylor Street</u>	<u>Elyria</u>	<u>OH</u>	<u>44035</u>	<u>440-935-3848</u>
Kim*	Harris	Compassionate Senior Home Care, Inc.	1098 Rainbow Drive NE	Lancaster	OH	43130	740-974-4454
Alice and McGarvey Nina	Hines Leeminger	For His Glory-Hand in Hand Senior Solutions, Inc., Ohio, LLC	40998 Butternut Ridge Rd 4263 Tarben Woods Dr.	Columbus Elyria	OH	43230 44035	614-907-4673 440-935-3848
Andrew	Spatt	Heart of Service LLC	5951 Fairdale Dr; POB 18123	Fairfield	OH	45018	513-939-3939
Cindy	Walker	Silver Links, LLC	P.O. Box 661	Twinsburg	OH	44087	330-963-0025
Kevin*	Richardson	SHS Senior Care, LLC	15109 Summit Parke Dr	Edmond	OK	73013	405-562-6000
C.J.:	Girod	SHS SWPA LLC	353 Marlin Drive	Pittsburgh	PA	15216	(412-) 944-2470
Patrick	Hennigan	Cal Capital Corporation	1000 Terrain Street #1212	Malvern	PA	19355	610-590-4888

Lynn	Houghton	Helping Seniors of the Valley, LLC	175 S 21st St Lower Level	Easton	PA	18042	610-253-3232
Elizabeth and Robert	McGoff	N/A	3580 Innovation Highway, Suite 104	Hermitage	PA	16148	724-877-3505
<u>Bryan*</u>	<u>Shrouds</u>	<u>Shrouded Valley Enterprises Inc</u>	<u>419 Newark Rd.</u>	<u>Landenberg</u>	<u>PA</u>	<u>19350</u>	<u>302-563-1180</u>
Kelly	Talton	KEC Partners LLC	Warminster Corp Center Ste B101 65 W Street Rd	Warminster	PA	18974	215-675-6402
Phil and Susan	Tipton	Senior Care of Lebanon and Lower Dauphin County, LLC	110 Short Rd	Myerstown	PA	17067	717-933-2077
<u>Tisa</u>	<u>Mullis</u>	<u>4M's 4Him, Inc.</u>	<u>3295 Mt. Holly Rd</u>	<u>Edgemoor</u>	<u>SC</u>	<u>29712</u>	<u>839-274-3001</u>
Kathy and Gary	Robinson	Robinson Group Holdings, Inc.	6130 Woodside Executive Ct	Akins	SC	29803	803-859-7997
Katy*	Yahr	Charleston Seniors, LLC	436 Rice Hope Drive	Mt. Pleasant	SC	29464	843-699-2970
Ray	Bales	N/A	304 Wardley Road	Knoxville	TN	37934	865-806-8743
Brian	Millican	N/A	5901 Shallowford road suite 200	Chattanooga	TN	37421	423-883-6469
Tom*	Rutherford	TD Rutherford, LLC	3033 Tybee Trail	Murferrsboro	TN	37127	615-988-0803
Kelly and Curtis	Stephenson	Cabbe LLC	223 Butler Bridge Rd	Portland	TN	37148	615-510-2273
Jason and Camille Omobolaji	Fakolujo Blevins	Dani's Helping Hands, LLC 12300 Dundee Court	12131 Brighton Brook Lane ST 211	Tomball Cypress	TX	77377 77429	343346 -808-7675
Glenn Karina*	Franco Coty	MIH Seniors Home Care, LLC Thaddeus and Associates, Inc	1738 West End Place 6618 Castle Pine Lane	Spring Round Rock	TX	77379 78681	346-334-6100 512-409-9855
Karina Anant*	Gairola Franco	MIH Seniors Home Care Aviyet, LLC	1738 West End Place 412 Silverado Trail	Round Rock Keller	TX	78681 76248	512-409-9855 817-507-4190

Jimmy Shehnaz	Johnson Kapasi	N/A BJ1202 Group Corporation, Inc.	7610 Highmeadow Drive 146 Broomweed Circle	Houston Spring Branch	TX	770637807 0	281-261-8107 830-320-3922
Shehnaz Priya	Kapasi Kapoor	Better Life Personal Care LLC	2013 Cladding 7610 Highmeadow Drive	Plano Houston	TX	750757706 3	469-400-5115 281-261-8107
Katie and David	Killebrew	LZK Holdings LLC	167 Bentwood Drive	Spring Branch	TX	78070	361-648-1295
Wendy and William*	Li	2W Senior Care, LLC	4010 Sperry St.	Dallas	TX	75214	213-309-7517
Robert	Lumpford	N/A	2813 Seminary Circle	Garland	TX	75043	214-748-2639
Yvonne and Mike	Mercadel	Veterans Helping Seniors, LLC	2417 Tierra Primera Place	El Paso	TX	79938	915-200-1199
Dadong	Wan	BC4BW LLC	5105 Dillard Lane	Dallas	TX	75209	972-303-8787
Windy and Floyd	Webb	LPLG Holdings, Inc.	5830 Redwood River Drive	Kingwood	TX	77345	719-650-9606
Roderick	Woodworth	Tri Wood LLC	1111 Suwanee Lane	Houston	TX	77090	713-409-7134
Marvin and Carlton	Wright	Right Side, Inc.	2315 Monarch Terrace Dr	Katy	TX	77494	832-876-5242
Marta Scott and Scott Candi*	Murray Mickiewicz	Morgan Valley Senior Care SCM Solutions LLC	945 Mahogany Ridge Rd 273 S Willow Reed	Lehi Morgan	UT	840438405 0	801-821-4535 385-499-4389
Veronique and Mohamed*	Coker-Toure	Coker Senior Services, LLC	14388 Gulliver Rd	Centreville	VA	20120	240-752-4312
Kurt*	Gray	KEG Ventues, Inc	6210 Apache Street	Springfield	VA	22150	301-642-8412
Lurene	Reck	I CARE VA LLC	7400 Beaufont Spring Dr Ste 300	N Chesterfield	VA	23225	804-921-4280
Ben*	Sawyer	MKSM Incorporated	408 Chautauqua Avenue	Portsmouth	VA	23707	757 655 7767

Steven	Thompson	LeslieGrace Property & Development	1209 Vermont Rt 100	Readsboro	VT	05350	802-236-2473_
Maripaz*	Ferrer	Ferrer Family Services, Inc	821 Dock Street, PMB 3-14	Tacoma	WA	98402	203-613-5615
Kim and Tom*	Steger	Plumtree Services LLC	18804 Wallingford Ave N	Shoreline	WA	98133	206-409-0717
<u>Van and Katie</u>	<u>Evans</u>	<u>SHS Senior Services, LLC</u>	<u>N63 W23524 Silver Spring Drive</u>	<u>Sussex</u>	<u>WI</u>	<u>53089</u>	<u>262-225-7978</u>
Andrew and Tamie	Hoff	N/A	3232 Dale Road	Eau Claire	WI	54703	715-514-4511
Karl and Carol <u>International Franchisees</u>							
Simon	Lowell	N/A_	Nol Triq il - Kampanella	San Gwenn	MALTA	-	356-777-3344
Steven and Lynn	Cowley	Seniors Helping Seniors Thames Valley LTD	3 Florence Villas, Bottle Lane	Maidenhead, Berkshire	UK	SL63SA	-
Michael	Dooley	Brighton and Hove_	Maritime House, Basin Road North	Brighton	UK	BN411WR	01273 090 484
Timothy and Jennifer	Heaney	N/A_	6 Tresillian Way	Goldsworth Park, Woking	UK	GU21 3DK	-
Rena	Loizou	Seniors Helping Seniors- East Sussex LTD	56 Chestnut Avenue	Bromley, Kent	UK	BR49ES	
Paul and Zoe_	Martin	N/A_	Cross Keys House, Bolts Hill, Chatham	Canterbury, Kent	UK	CT47JX	-
Michael and Cathy	Scott	N/A_	162 Kenilworth Road	Balsall Common, Coventry	UK	CV7 7EW	7976726686
Christian	Wilse	Canterbury and Thanet UK	18 Orchard Street	Canterbury	UK	-	01227 455 900

*Denotes a franchisee with development rights.

Franchisees who left the system in ~~2022~~2023

First Name	Last Name	Legal Entity Name	Address	City	State	Zip Code	Phone Number	Reason
<u>Liesje and David</u>	<u>Damerjian</u>	<u>DJLD Service, LLC</u>	<u>380 Pearl Street</u>	<u>Reading</u>	<u>MA</u>	<u>01867</u>	<u>(781) 205-4930</u>	<u>Termination</u>

<u>Glenn*</u>	<u>Coty</u>	<u>Thaddeus and Associates, Inc</u>	<u>6618 Castle Pine Lane</u>	<u>Spring</u>	<u>TX</u>	<u>77379</u>	<u>(346) 334-6100</u>	<u>Termination</u>
<u>Linda Terry and Sue</u>	<u>Gabel Wilk</u>	<u>Gabel Seniors Personal Care Solutions, LLC</u>	<u>535 Emerald Lake Drive 2290 E Prospect Road, Suite 4</u>	<u>Fayetteville Fort Collins</u>	<u>COGA</u>	<u>3021580525</u>	<u>970-631-8251 (770) 262-6552</u>	<u>Termination</u> eased Operations/ Transfer
<u>Jon</u>	<u>Savage</u>		<u>1710 Renwick Drive, Apt. 202</u>	<u>Fayetteville</u>	<u>NC</u>	<u>28304</u>	<u>(910) 916-2100</u>	<u>Termination</u>
<u>Patricia Cindy</u>	<u>James Walker</u>	<u>Lake Weir Senior Services Silver Links, LLC</u>	<u>P.O. Box 77661</u>	<u>East Lake-Weir Twinsburg</u>	<u>FL OH</u>	<u>3213344087</u>	<u>352-288-0444 (330) 963-0025</u>	<u>Termination</u> eased Operations/ Transfer
<u>Anthony Mohamed and Tammy Iman</u>	<u>Sudler Hassan</u>	<u>Seniors Helping Seniors-Treasure Coast</u>	<u>3975 20th Street, 8939 S Sepulveda Blvd., Suite G3</u>	<u>Los Angeles Vero Beach</u>	<u>FL CA</u>	<u>9004532960</u>	<u>772-492-8381 (310) 346-9516</u>	<u>Non-Renewal</u> Ceased Operations/ Transfer
<u>Sherri and Doug</u>	<u>Juergensen</u>	<u>Juergensen Seniors Care, LLC</u>	<u>548 Bryan Avenue</u>	<u>St. Louis</u>	<u>MO</u>	<u>63122</u>	<u>314-255-8537</u>	<u>Ceased Operations/ Transfer</u>
<u>Walter Marta and Rita Scott</u>	<u>Gwinn Murray</u>	<u>Compassionate Elderly Morgan Valley Senior Care, LLC</u>	<u>5196 SW Hammock Creek Drive 945 Mahogany Ridge Road</u>	<u>Morgan Palm City</u>	<u>FL UT</u>	<u>8405034990</u>	<u>772-223-9950 (801) 821-4535</u>	<u>Non-Renewal</u>
<u>Surya Scott</u>	<u>Dixon Ghosh</u>	<u>Seniors Rock LLC SDR Enterprises, Inc.</u>	<u>24632 Woodstock 23 Orchard Drive</u>	<u>Plainfield Bellville</u>	<u>IL</u>	<u>605856221</u>	<u>815-710-0005 (618) 973-5373</u>	<u>Non-Renewal</u>
<u>Priya Christine</u>	<u>Kapoor Harris</u>	<u>SHS Ciney, Better Life Personal Care LLC</u>	<u>2444 Madison Road, Suite 109 2013 Cladding Drive</u>	<u>Cincinnati Plano</u>	<u>OH TX</u>	<u>4520875075</u>	<u>513-376-6497 (469) 400-5115</u>	<u>Transfer Non-Renewal</u>
<u>James Alice and Susan McGarver</u>	<u>Iseminger Watkins</u>	<u>Wiesner-Watkins For His Glory Ohio, LLC</u>	<u>2266 Windsor Ave. 40998 Butternut Ridge Road</u>	<u>Elyria Roanoke</u>	<u>VA OH</u>	<u>2401544035</u>	<u>434-990-0145 (440) 935-3848</u>	<u>Transfer Non-Renewal</u>
<u>Franny Jason and Joe Camille*</u>	<u>Blevins Baker</u>	<u>Hill Country Eldercare Dani's Helping Hands, LLC</u>	<u>15511 TX-71 W, Suite 110 #351 12131 Brighton Brook Lane</u>	<u>Bee Cave Tomball</u>	<u>TX</u>	<u>7873877377</u>	<u>512-552-1944 (343) 808-7675</u>	<u>Transfer Terminated</u>
<u>Robin</u>	<u>Stith</u>	<u>N/A</u>	<u>836 Promise Court</u>	<u>Reynoldsburg</u>	<u>OH</u>	<u>43068</u>	<u>614-218-4192</u>	<u>Terminated</u>

GarryKarl and MelanieCarol	FurloughRalia n	SHS Senior AmbassadorsServices, LLC	2024 Brakley Drive, Suite APO Box 208	SussexBaton Rouge	LA-WI	7081653 089	(262) 225-362- 88447978	TransferTermi nated
CynthiaMike and BabakLinda	RajMorrow	KMR Enterprises,Bigelow Senior Care LLC	3825 Turkey Oak DrivePO Box 374	ValricoCorning	NYFL	3359614 830	607-398- 0188(813) 610- 2262	Ceased OperationsTer minated
Ray	Bales		304 Wardley Road	Knoxville	TN	37934	(865) 806-8743	Ceased Operations
Brian	Milican		5901 Shallowford Road, Suite 20	Chattanooga	TN	37421	(423) 883-6469	Ceased Operations
Priya	Kapoor	Better Life Personal Care LLC	2013 Cladding Drive	Plano	TX	75075	(469) 400-5115	Ceased Operations

International:

First Name	Last Name	Legal Entity Name	Address	City	Country	Zip Code	Phone Number	Reason
Andrew	Boothman	N/A	Westeroft, Oxford Lane	Grove Wantage	UK	OX127PY	07745187761	Ceased Operations/ Transfer
KeithRena	ReddyLoizou	West Kent UK Seniors Helping Seniors East Sussex LTD	19-21 Swan Street56 Chestnut Avenue	West MallingBromley, Kent	UK	ME196JU BR49ES		Ceased Operations/ Transfer

List of Franchisees who signed Agreements but not opened as of December 31,
20222023

First Name	Last Name	Legal Entity Name	Address	City	State	Zip Code	Phone Number
<u>Lorraine*</u>	<u>Heath</u>	<u>Serene Care Solutions, LLC</u>	<u>32015 Contour Ave</u>	<u>Nuevo</u>	<u>CA</u>	<u>92567</u>	<u>951-578-7950</u>
<u>MichaelFred and AshiLaurence</u>	<u>CasalinoMaurel</u>	<u>Senior Outreach Services LLC Seniors La Vie</u>	<u>3355 Figueroa Street2780 Dana Loop</u>	<u>GlendaleEl Dorado Hills</u>	<u>CA</u>	<u>9120695762</u>	<u>818-800-4007214-263-2286</u>
<u>ColleenMajed, Amine, Chady*</u>	<u>ElliottRoz, Adra, Saad</u>	<u>Janus Leadership Ventures, Inc.Dare to Care, LLC</u>	<u>4440 N. 109th Street500 W Putnam Ave., Suite 400</u>	<u>GreenwichLafayette</u>	<u>COCT</u>	<u>8002606830</u>	<u>303-579-9814855-747-7928</u>
Michelle	Lee	SHS Care Services, LLC	18590 E. 19th Street	Aurora	CO	80011	720-434-1790
<u>CristiDjuan and Gwen</u>	<u>NemethIrvin</u>	<u>Stone Enterprises of Central Florida-Irvin's Care 2, LLC</u>	<u>186 S. Central Ave21611 Sullivan Ranch Blvd</u>	<u>OviedoMoun t Dora</u>	<u>FL</u>	<u>3276532757</u>	<u>407-443-3039352-545-2273</u>
<u>Kip and TerriLarry*</u>	<u>HaswellStephens</u>	<u>Haswell Senior SolutionsStephens Elite, LLC</u>	<u>203 Plum Orchard123 Cumberland Way</u>	<u>WoodstockSavannah</u>	<u>GA</u>	<u>3018931407</u>	<u>678-858-8708912-244-2000</u>
<u>PricillaBrian and PrinceMollie</u>	<u>Egyir-BeneyGaggin</u>	<u>HI to MI Company</u>	<u>3515 Stonehaven Road4707 Macatawa Legends Blvd.</u>	<u>SuwaneeHolland</u>	<u>GAMI</u>	<u>3002449424</u>	<u>706-206-5453616-669-0095</u>
<u>Ben and Stacy</u>	<u>Westberg</u>	<u>Westberg Corporation</u>	<u>1904 S. Saddlebrook Dr.</u>	<u>Shorewood</u>	<u>IL</u>	<u>60404</u>	<u>815-531-2075</u>
<u>Angela</u>	<u>Gibson</u>		<u>10200 Forest Green Blvd</u>	<u>Louisville</u>	<u>KY</u>	<u>40223</u>	<u>502-214-6272</u>
<u>Jon</u>	<u>Savage</u>		<u>1710 Renwick Drive, Apt 202</u>	<u>Fayetteville</u>	<u>NC</u>	<u>28304</u>	<u>910-916-2100</u>
<u>Jennifer and Ed</u>	<u>O'Neil</u>	<u>Rescued For A Purpose, LLC</u>	<u>119 Forest Hills Drive</u>	<u>Monroe</u>	<u>NC</u>	<u>28112</u>	<u>980-209-4550</u>
<u>KevinJason</u>	<u>RichardsonBernl oehr</u>	<u>SHSTwin Towns</u>	<u>15109 Summit Parke Dr12115 44th</u>	<u>EdmondMinne</u>	<u>OKMN</u>	<u>730135544</u>	<u>405-562-</u>

		Senior Care, LLC	<u>Ave North</u>	<u>apolis</u>		<u>2</u>	6000 <u>612-440-1008</u>
<u>Nina</u>	<u>Hines</u>	<u>Hand in Hand Senior Solutions, Inc.</u>	<u>4263 Tarben Woods Dr.</u>	<u>Columbus</u>	<u>OH</u>	<u>43230</u>	<u>614-907-4673</u>
<u>Bryan*</u>	<u>Shrouds</u>	<u>Shrouded Valley Enterprises Inc</u>	<u>419 Newark Rd.</u>	<u>Landenberg</u>	<u>PA</u>	<u>19350</u>	<u>302-563-1180</u>
<u>Tisa</u>	<u>Mullis</u>	<u>4M's 4Him, Inc.</u>	<u>3295 Mt. Holly Rd</u>	<u>Edgemoor</u>	<u>SC</u>	<u>29712</u>	<u>839-274-3001</u>
<u>Anant*</u>	<u>Gairola</u>	<u>Aviyet, LLC</u>	<u>412 Silverado Trail</u>	<u>Keller</u>	<u>TX</u>	<u>76248</u>	<u>817-507-4190</u>
<u>Jimmy*</u>	<u>Johnson</u>	<u>JB1202 Group Corporation, Inc.</u>	<u>146 Broomweed Circle</u>	<u>Spring Branch</u>	<u>TX</u>	<u>78070</u>	<u>830-320-3922</u>
Kathy Windy and Gary Floyd	Robinson Webb	Robinson Group LPLG Holdings, Inc.	6130 Woodside Executive Ct 5830 Redwood River Drive	Akins Kingwood	SCTX	2980377345	803-859-7997719-650-9606
<u>Roderick</u>	<u>Woodworth</u>	<u>Tri Wood LLC</u>	<u>1111 Suwanee Lane</u>	<u>Houston</u>	<u>TX</u>	<u>77090</u>	<u>713-409-7134</u>
Veronique Scott and Mohamed Candi*	Coker-Toure Mickiewicz	Coker Senior Services, SCM Solutions LLC	14388 Gulliver Rd 273 S Willow Reed	Centreville Lehi	VAUT	2012084043	240-752-4312385-499-4389
<u>Kurt</u>	<u>Gray</u>	<u>KEG Ventues, Inc</u>	<u>6210 Apache Street</u>	<u>Springfield</u>	<u>VA</u>	<u>22150</u>	<u>301-642-8412</u>

EXHIBIT “G”

FINANCIAL STATEMENTS OF SENIORS HELPING SENIORS

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

Years Ended December 31, 2023 and 2022



SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY
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Independent Auditors' Report

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Opinion

We have audited the consolidated financial statements of Seniors Helping Seniors, LLC and its subsidiary, which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of income and members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Seniors Helping Seniors, LLC and its subsidiary as of December 31, 2023 and 2022, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Seniors Helping Seniors, LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Seniors Helping Seniors, LLC's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Seniors Helping Seniors, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Seniors Helping Seniors, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated schedules of net revenues, consolidated schedules of service expenses, Power of Love for Seniors, LLC, consolidated schedules of selling expenses and consolidated schedules of general and administrative expenses are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Information

Management is responsible for the other information included in the Franchise Disclosure Document. The other information comprises the information for prospective franchisees with information about the franchisor but does not include the consolidated financial statements and our auditors' report thereon. Our opinion on the consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the consolidated financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Maillie LLP

Limerick, Pennsylvania
March 21, 2024

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS DECEMBER 31, 2023 AND 2022

	2023	2022
ASSETS		
CURRENT ASSETS		
Cash	\$ 3,163,229	\$ 2,873,272
Accounts receivable, net of allowance for credit losses \$10,000 (2023 and 2022)	506,882	333,384
Prepaid expenses	9,250	-
TOTAL CURRENT ASSETS	<u>3,679,361</u>	<u>3,206,656</u>
PROPERTY AND EQUIPMENT		
Furniture and equipment	300,599	300,599
Vehicles	17,272	17,272
Leasehold improvements	652,425	652,425
	<u>970,296</u>	<u>970,296</u>
Accumulated depreciation	<u>(695,267)</u>	<u>(671,450)</u>
	<u>275,029</u>	<u>298,846</u>
FRANCHISE BROKERAGE COMMISSIONS DEFERRED	<u>4,130,435</u>	<u>3,037,700</u>
INTANGIBLE ASSETS, net	<u>866</u>	<u>1,224</u>
OTHER ASSETS		
Operating lease right-of-use asset	270,208	301,575
Other assets	-	30,740
	<u>270,208</u>	<u>332,315</u>
TOTAL ASSETS	<u>\$ 8,355,899</u>	<u>\$ 6,876,741</u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 99,659	\$ 119,303
Accrued expenses	117,590	35,591
Customer deposits	6,976	-
Regional advertising fund escrow	482,750	544,476
Franchise contract deferred income	742,253	715,966
Current portion of notes payable	7,475	-
Current portion of operating lease obligation	31,882	31,368
TOTAL CURRENT LIABILITIES	<u>1,488,585</u>	<u>1,446,704</u>
LONG TERM LIABILITIES		
Franchise contract deferred income, less current portion	3,369,205	2,500,089
Notes payable	29,556	150,000
Operating lease obligation, net of current portion	238,326	270,207
TOTAL LONG TERM LIABILITIES	<u>3,637,087</u>	<u>2,920,296</u>
MEMBERS' EQUITY	<u>3,230,227</u>	<u>2,509,741</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 8,355,899</u>	<u>\$ 6,876,741</u>

See accompanying notes.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF INCOME AND MEMBERS' EQUITY YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
NET REVENUE	\$ <u>6,221,828</u>	\$ <u>4,882,331</u>
EXPENSES		
Service expenses, Power of Love, LLC	186,868	154,379
Selling	1,091,744	618,436
General and administrative	<u>1,244,270</u>	<u>1,239,033</u>
	<u>2,522,882</u>	<u>2,011,848</u>
INCOME FROM OPERATIONS	<u>3,698,946</u>	<u>2,870,483</u>
OTHER INCOME (EXPENSE)		
Other income	29,142	21,595
Interest income	574	190
Interest expense	(7,769)	(5,525)
Gain on sale of assets	<u>-</u>	<u>15,116</u>
TOTAL OTHER INCOME	<u>21,947</u>	<u>31,376</u>
NET INCOME	3,720,893	2,901,859
MEMBERS' EQUITY		
AT BEGINNING OF YEAR	2,509,741	1,720,982
Members' distributions	<u>(3,000,407)</u>	<u>(2,113,100)</u>
MEMBERS' EQUITY AT END OF YEAR	\$ <u><u>3,230,227</u></u>	\$ <u><u>2,509,741</u></u>

See accompanying notes.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 3,720,893	\$ 2,901,859
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	24,175	22,616
Amortization of deferred brokerage commissions	786,265	362,300
Gain on sale of fixed assets	-	(15,116)
Right-of-use asset reduction	31,367	-
(Increase) decrease in		
Accounts receivable	(173,498)	8,994
Prepaid expenses	(9,250)	-
Franchise brokerage commissions deferred	(1,879,000)	(2,361,500)
Increase (decrease) in		
Accounts payable	(19,644)	(71,342)
Accrued expenses	81,999	969
Customer deposits	6,976	-
Regional advertising fund escrow	(61,726)	110,265
Franchise contract deferred income	895,403	1,618,678
Operating lease liability	(31,367)	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>3,372,593</u>	<u>2,577,723</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from the sale of fixed assets	-	15,116
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>-</u>	<u>15,116</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments on long-term debt	(112,969)	-
Members' distributions	(2,969,667)	(2,113,100)
NET CASH USED BY FINANCING ACTIVITIES	<u>(3,082,636)</u>	<u>(2,113,100)</u>
NET INCREASE IN CASH	289,957	479,739
CASH AT BEGINNING OF YEAR	<u>2,873,272</u>	<u>2,393,533</u>
CASH AT END OF YEAR	<u>\$ 3,163,229</u>	<u>\$ 2,873,272</u>
SUPPLEMENTAL DISCLOSURES		
Interest paid	\$ 7,769	\$ 10,000
Noncash investing activities		
Property distribution	\$ 30,740	\$ -

See accompanying notes.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2023 AND 2022

NOTE A - NATURE OF BUSINESS

Seniors Helping Seniors, LLC

Seniors Helping Seniors, LLC is a Delaware limited liability company. The Company owns a proprietary system for the operation of a Seniors Helping Seniors franchise providing personal services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair, under the service mark Seniors Helping Seniors.

Power of Love for Seniors, LLC

Power of Love for Seniors, LLC was organized in November 2014 as a Delaware limited liability company and is a wholly owned subsidiary of Seniors Helping Seniors, LLC. The Company's purpose is to improve the dignity and quality of life of senior citizens in the community by finding ways for seniors to help each other.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation Policy

The consolidated financial statements of the Company have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

The accompanying consolidated financial statements include the accounts of Seniors Helping Seniors, LLC and its wholly owned subsidiary, Power of Love for Seniors, LLC, collectively referred to as the "Company." Intercompany accounts and transactions have been eliminated in the consolidation.

Cash and Cash Equivalents

The statements of cash flows classify changes in cash and cash equivalents. Cash and cash equivalents include all cash balances and highly liquid investments with an original maturity of three months or less. The Company places its cash and cash equivalents with a high credit financial institution.

Trade Accounts Receivable and Allowance for Current Expected Credit Losses

The Company uses the allowance method to account for the current expected credit losses and reports trade receivable net of the allowance. The estimation is based upon an analysis of historical loss experience, current receivable aging, and management's assessment of current conditions and reasonable and supportable expectation of future conditions, as well as specific assessment of customers considered at risk or uncollectible. The allowance for current expected credit losses was \$10,000 for the year ending December 31, 2023 and 2022. There was no adjustment to either allowance provision during the years ending December 31, 2023 and 2022. The Company specifically wrote off customer accounts totaling \$3,570 during the year ended December 31, 2023.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2023 AND 2022

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed on an accelerated method using the following estimated useful lives:

	<u>Years</u>
Furniture and equipment	3-7
Vehicles	5
Leasehold improvements	5-39

Property and equipment are defined by the Company as those assets costing more than \$5,000.

Franchise Brokerage Commissions

The Company utilizes a broker to facilitate the selling of franchise agreements. The broker's charge the Company a commission when an agreement is executed. These broker commissions are considered an incremental cost to obtain a contract and are recognized over the life of the franchise agreement to which they pertain. See footnote I for more detail.

Intangible Assets

Intangible assets represent trademarks. The Company provides for amortization on the straight-line method over 15 years for trademarks.

Leases

The Company leases its headquarters. The Company determines if an arrangement is a lease at inception. Operating leases are included in operating right-of-use assets, other current liabilities, and operating lease liability on the balance sheet.

Right-of-use assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating lease right-of-use assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As the Company's lease does not provide an implicit rate, the Company uses a risk-free rate based on the information available at the commencement date in determining the present value of lease payments.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2023 AND 2022

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In evaluating contracts to determine if they qualify as a lease, the Company considers factors such as if they have obtained substantially all of the rights to use the underlying asset through exclusivity, if the Company can direct the use of the asset by making decisions about how and for what purpose the asset will be used and if the lessor has substantive substitution rights. This evaluation may require significant judgement. The Company as a lessee made an accounting policy election not to recognize right-of-use assets and lease liabilities that arise from short-term leases for any class of underlying asset.

Revenue Recognition

Royalty Income

The principal source of revenues from franchising is ongoing royalty fees, which are typically a percentage of gross franchisee revenues. The Company recognizes royalty fee revenues as and when the underlying sales occur.

Franchise Sales

The Company receives non-refundable initial franchise fees, which are recognized as it satisfies the performance obligations of the franchise agreement. The revenues from franchise sales will be segregated based upon the specific performance obligation and recognized either at a point in time or over the length of the franchise agreement.

Franchise Service Revenue – Power of Love for Seniors, LLC

The Company provides services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair. The Company recognizes service revenues as and when the services are provided.

Advertising Costs

The Company expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2023 and 2022, were \$48,790 and \$97,421, respectively.

Income Taxes

Seniors Helping Seniors, LLC has chosen to be treated as a partnership for federal and state income tax purposes. A partnership is not a taxpaying entity for federal or state income tax purposes. Accordingly, no income tax expense has been recorded in the financial statements. All income or loss will be reported on the individual member's income tax returns.

Power of Love for Seniors, LLC has chosen to be treated as a single member limited liability corporation, a disregarded entity for tax purposes.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2023 AND 2022

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The income allocable to each member is subject to examination by federal and state taxing authorities. In the event of an examination of the income tax returns, the tax liability of the members could be changed if an adjustment in the income is ultimately determined by the taxing authorities.

Certain transactions of the Company may be subject to accounting methods for federal income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income reported for federal income tax purposes may differ from net income in these financial statements.

Based on the results of management's evaluation, the accounting for the Company's tax positions did not have a material effect on the Company's financial statements. Further, no significant interest or penalties have been accrued or charged to expense for the years ended December 31, 2023 and 2022.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date the tax returns were filed.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Adoption of New Accounting Standard

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-13, *Financial Instruments-Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The ASU represented a change in the allowance for credit losses accounting model by requiring immediate recognition of management's estimates of current expected credit losses (CECL). Under the prior model, losses were recognized only as they were incurred, which FASB has noted delayed recognition of expected losses that might not yet have met the threshold of being probable. ASU 2016-13 is effective for periods beginning after December 15, 2022.

The Company adopted the standard effective for the year ending December 31, 2023. The adoption of ASU 2016-13 did not have a material impact on the financial statements.

Date of Management's Review

Management has evaluated subsequent events through March 21, 2024, the date which the financial statements were available to be issued.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2023 AND 2022

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Reclassification

Certain amounts represented in the prior year have been reclassified in order to be consistent with the current year's presentation.

NOTE C - RELATED-PARTY TRANSACTIONS

The Company leases various office space from its members under monthly and annual lease arrangements. Annual lease payments were \$254,000 in 2023 and 2022. See Note J for additional lease information.

NOTE D - CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Company to a concentration of credit risk consist principally of cash. The Company normally deposits its cash with two financial institutions. At December 31, 2023, \$2,610,264 of the Company's cash balances is uninsured.

NOTE E - INTANGIBLE ASSETS

	<u>Gross Amount</u>	<u>Accumulated Amortization</u>	<u>Net Amount</u>
Trademarks	\$ 5,525	\$ (4,659)	\$ 866
Website development	<u>75,000</u>	<u>(75,000)</u>	<u>-</u>
	<u>\$ 80,525</u>	<u>\$ (79,659)</u>	<u>\$ 866</u>

Trademarks and website development are capitalized as intangible assets and amortized over 180 months. Amortization expense related to trademarks is approximately \$368 each year through 2026.

NOTE F - LINE OF CREDIT

In February 2014, the Company acquired a revolving line of credit with a maximum borrowing limit of \$250,000. Borrowings under the line of credit bear interest at a variable rate based on the *Wall Street Journal* prime rate (the "Index"). At December 31, 2023, the Index was 8.50% per annum. Borrowings against the line of credit are secured by the business assets of Seniors Helping Seniors, LLC and a guarantee of the majority members. There was no outstanding balances on the line of credit as of December 31, 2023 and 2022.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2023 AND 2022

NOTE G - REGIONAL ADVERTISING FUND ESCROW

The regional advertising fund was established from the provisions of the franchise agreement. Franchisees' may be required to contribute a percentage of gross sales to a regional cooperative advertising and promotional fund ("Regional Advertising Fund"). Contributions will be used for producing, maintaining, administering, and directing consumer advertising. Advertising may consist of print, television, radio, internet or other media for advertisement and promotion. Contributions from franchisees' will be held by the Company until expended for the purposes above. The advertising fund contribution percentage for the year ended December 31, 2023 was 1% of monthly gross sales. The total cash held in escrow as of December 31, 2023 and 2022 was \$463,743 and \$546,341, respectively.

NOTE H - ECONOMIC INJURY DISASTER LOAN

On June 11, 2020, the Company received \$150,000 in loan funding from the U.S. Small Business Administration ("SBA") under the Economic Injury Disaster Loan ("EIDL") program administered by the SBA. The EIDL is evidenced by a promissory note ("Note"), dated June 9, 2020 for the original principal amount of \$150,000 with the SBA. Under the terms of the Note, interest accrues on the outstanding principal at the rate of 3.75% per annum. The term of the Note is thirty years, though it may become payable sooner upon an event of default under the Note. The Company will be obligated to make equal monthly payments of principal and interest beginning on December 9, 2022 through the maturity date of June 9, 2050. The Note may be prepaid in part or in full, at any time, without penalty.

<u>Year Ending</u>	<u>Principal</u>
2024	\$ 7,475
2025	7,465
2026	8,061
2027	8,369
2028	5,661
	<u>\$ 37,031</u>

NOTE I - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS

Performance Obligations and Significant Judgments

Revenue is recognized when obligations under the terms of a contract with the customer are satisfied; generally, this occurs with the transfer of control of products or services. The Company satisfies performance obligations either over time or at a point in time as discussed in further detail below. Revenue is measured as the amount of consideration expected to be received in exchange for transferring goods or providing services.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2023 AND 2022

NOTE I - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS (Continued)

Under the franchise agreement, franchisees are granted the right to operate using the Company's system and branding which in most cases is for a period of 10 years. The franchisees pay an initial fee to purchase a franchise and then subsequently pay royalties to the Company based upon a set percentage of the sales of the franchisee.

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2023 is as follows:

	Products and Services Transferred:	
	Point in Time	Over Time
Initial franchise fee amortization	\$ -	\$ 1,709,089
Franchise renewal fee amortization	-	39,209
Royalties and other franchise fees	4,082,848	-
Franchise service revenue	346,852	-
	<u>\$ 4,429,700</u>	<u>\$ 1,748,298</u>

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2022 is as follows:

	Products and Services Transferred:	
	Point in Time	Over Time
Initial franchise fee amortization	\$ -	\$ 1,386,577
Franchise renewal fee amortization	-	14,000
Royalties and other franchise fees	3,167,512	-
Franchise service revenue	314,242	-
	<u>\$ 3,481,754</u>	<u>\$ 1,400,577</u>

Contract Assets, Liabilities, and Accounts Receivable

Contract assets arise when the Company recognizes expenses for amounts that used to obtain of fulfill a contract with a customer. The Company's contract assets relate to the commission costs incurred for obtaining new franchise contracts and are recognized on a straight line basis over the life of the contracts. The Company has contract assets as of December 31, 2023 and 2022, and 2021 in the amounts of \$4,130,435, \$3,037,700, and \$1,038,500, respectively and are included under the balance caption "Franchise Brokerage Commissions Deferred". The Company recognized \$786,265, \$362,300, and \$186,500 of franchise broker commission costs during the year ended December 31, 2023 and 2022, and 2021, respectively.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2023 AND 2022

NOTE I - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS (Continued)

Contract liabilities arise when the Company receives payments from customers in advance of recognizing revenue. The Company has contract liabilities as of December 31, 2023, 2022, and 2021 in the amounts of \$4,111,458, \$3,216,055 and \$1,597,377, respectively, and are included under the balance sheet caption "franchise contract deferred income" as detailed below.

	<u>2023</u>	<u>2022</u>
Franchise contract deferred income		
Current portion	\$ 742,253	\$ 715,966
Long-term portion	<u>3,369,205</u>	<u>2,500,089</u>
	<u>\$ 4,111,458</u>	<u>\$ 3,216,055</u>

Accounts receivable for the year ended December 31, 2023, 2022, and 2021 were \$506,882, \$333,384, and \$342,378, respectively.

NOTE J - LEASES

The Company leases its operating facility in accordance with the terms of an operating lease dated January 1, 2022 from a related party. The original lease term was for one year and includes three consecutive renewal options to extend the original agreement for three years each through December 31, 2031. The Company exercised the first renewal option during the 2023 year and is reasonably certain to exercise the remaining renewal options.

Below is a schedule of future minimum lease payments for this lease:

<u>Year Ending December 31,</u>	<u>Operating Lease</u>
2024	\$ 36,000
2025	36,000
2026	36,000
2027	36,000
2028	36,000
Thereafter	<u>108,000</u>
Total undiscounted cash flows	288,000
Less: present value discount	<u>(17,792)</u>
Total lease liabilities	<u>\$ 270,208</u>

Total lease expense for the year ended December 31, 2023 and 2022 was \$36,000.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2023 AND 2022

NOTE J - LEASES (Continued)

The following presents selected other information required to be disclosed including the remaining lease term and discount rate for the operating lease as of December 31:

	<u>2023</u>	<u>2022</u>
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 36,000	\$ 36,000
Weighted average remaining lease term in years for operating leases	8.00	9.00
Weighted average discount rate for operating leases	1.63%	1.63%

In addition to the operating facility lease, the Company also leases various office space from a related party under month-to-month terms. These lease agreements may be terminated at any point in time by either the landlord or the Company with 60 days written notice by either party.

Total lease payments made under short-term leases for the year ended December 31, 2023 and 2022 was \$218,000.

NOTE K - CONTINGENCIES

The Company is involved in legal actions arising in the ordinary course of business. In the opinion of management, the Company has adequate legal defenses or insurance coverage with respect to each of these actions and does not believe that they will materially affect the Company's results of operations or financial position.

SUPPLEMENTARY INFORMATION

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

CONSOLIDATED SCHEDULES OF NET REVENUES YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
FRANCHISE SALES		
Gross franchise sales	\$ 1,709,089	\$ 1,386,577
Franchise renewal fees	39,209	14,000
Franchise website fees	43,830	36,300
NET FRANCHISE SALES	<u>1,792,128</u>	<u>1,436,877</u>
ROYALTY INCOME		
Gross royalty income	<u>4,082,848</u>	<u>3,131,212</u>
NET ROYALTY INCOME	<u>4,082,848</u>	<u>3,131,212</u>
FRANCHISE SERVICE REVENUE		
Power of Love for Seniors, LLC service revenues	<u>346,852</u>	<u>314,242</u>
TOTAL FRANCHISE SERVICE REVENUE	<u>346,852</u>	<u>314,242</u>
TOTAL NET REVENUES	<u>\$ 6,221,828</u>	<u>\$ 4,882,331</u>

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

CONSOLIDATED SCHEDULES

YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
SERVICE EXPENSES, POWER OF LOVE FOR SENIORS, LLC		
Salaries	\$ 170,271	\$ 140,753
Payroll taxes	16,597	13,626
	<u>\$ 186,868</u>	<u>\$ 154,379</u>
SELLING EXPENSES		
Advertising	\$ 48,790	\$ 97,421
Selling expenses	868,945	438,100
Trade shows and conventions	41,800	50,640
Travel and entertainment	109,553	9,829
Website	22,656	22,446
	<u>\$ 1,091,744</u>	<u>\$ 618,436</u>
GENERAL AND ADMINISTRATIVE EXPENSES		
Automobile	\$ 11,439	\$ 6,047
Bank fees	151	48
Computer	26,443	23,524
Credit loss expense	3,570	-
Depreciation and amortization	24,175	22,616
Dues and subscriptions	2,119	2,199
Insurance	84,686	78,647
Licenses and permits	2,386	2,825
Meals and entertainment	19,903	15,489
Office	3,189	18,178
Payroll taxes	40,636	37,823
Postage	1,758	1,259
Professional fees	137,298	165,618
Operating lease expense	254,000	254,000
Repairs and maintenance	35,703	48,877
Salaries and other compensation	557,414	532,515
State and local taxes, not based on income	16,438	10,345
Telephone and utilities	22,962	19,023
	<u>\$ 1,244,270</u>	<u>\$ 1,239,033</u>

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

Years Ended December 31, 2022 and 2021

SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY
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Independent Auditors' Report

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Seniors Helping Seniors, LLC and its subsidiary, which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of income and members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Seniors Helping Seniors, LLC and its subsidiary as of December 31, 2022 and 2021, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Seniors Helping Seniors, LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note B to the financial statements, Seniors Helping Seniors, LLC, adopted Accounting Standards Update (ASU) No. 2016-02, "Leases (Topic 842)." Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Seniors Helping Seniors, LLC's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Seniors Helping Seniors, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Seniors Helping Seniors, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated schedules of net revenues, consolidated schedules of service expenses, Power of Love, LLC, consolidated schedules of selling expenses and consolidated schedules of general and administrative expenses are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Information

Management is responsible for the other information included in the Franchise Disclosure Document. The other information comprises the information for prospective franchisees with information about the franchisor but does not include the consolidated financial statements and our auditors' report thereon. Our opinion on the consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the consolidated financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Maille LLP

Limerick, Pennsylvania
March 16, 2023

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS DECEMBER 31, 2022 AND 2021

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash	\$ 2,873,272	\$ 2,393,533
Accounts receivable, net of allowance for doubtful accounts \$10,000 (2022 and 2021)	333,384	342,378
TOTAL CURRENT ASSETS	<u>3,206,656</u>	<u>2,735,911</u>
PROPERTY AND EQUIPMENT		
Furniture and equipment	300,599	300,599
Vehicles	17,272	36,633
Leasehold improvements	652,425	652,425
	<u>970,296</u>	<u>989,657</u>
Accumulated depreciation	(671,450)	(668,563)
	<u>298,846</u>	<u>321,094</u>
FRANCHISE BROKERAGE COMMISSIONS DEFERRED	<u>3,037,700</u>	<u>1,038,500</u>
INTANGIBLE ASSETS, net	<u>1,224</u>	<u>1,592</u>
OTHER ASSETS		
Operating lease right-of-use asset	301,575	-
Other assets	30,740	30,740
	<u>332,315</u>	<u>30,740</u>
TOTAL ASSETS	<u>\$ 6,876,741</u>	<u>\$ 4,127,837</u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 119,303	\$ 190,645
Accrued expenses	35,591	34,622
Regional advertising fund escrow	544,476	434,211
Franchise contract deferred income	715,966	475,501
Current portion of operating lease obligation	31,368	-
TOTAL CURRENT LIABILITIES	<u>1,446,704</u>	<u>1,134,979</u>
LONG TERM LIABILITIES		
Franchise contract deferred income, less current portion	2,500,089	1,121,876
Notes payable	150,000	150,000
Operating lease obligation, net of current portion	270,207	-
TOTAL LONG TERM LIABILITIES	<u>2,920,296</u>	<u>1,271,876</u>
MEMBERS' EQUITY	<u>2,509,741</u>	<u>1,720,982</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 6,876,741</u>	<u>\$ 4,127,837</u>

See accompanying notes.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED STATEMENTS OF INCOME AND MEMBERS' EQUITY
YEARS ENDED DECEMBER 31, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
NET REVENUE	\$ <u>4,882,331</u>	\$ <u>3,913,076</u>
EXPENSES		
Service expenses, Power of Love, LLC	154,379	121,976
Selling	618,436	380,596
General and administrative	<u>1,239,033</u>	<u>1,183,188</u>
	<u>2,011,848</u>	<u>1,685,760</u>
INCOME FROM OPERATIONS	<u>2,870,483</u>	<u>2,227,316</u>
OTHER INCOME (EXPENSE)		
Other income	21,595	17,642
Paycheck Protection Program Loan forgiveness	-	23,318
Interest income	190	78
Interest expense	(5,525)	(7,039)
Gain on sale of assets	<u>15,116</u>	<u>-</u>
TOTAL OTHER INCOME	<u>31,376</u>	<u>33,999</u>
NET INCOME	2,901,859	2,261,315
MEMBERS' EQUITY		
AT BEGINNING OF YEAR	1,720,982	1,466,207
Members' distributions	<u>(2,113,100)</u>	<u>(2,006,540)</u>
MEMBERS' EQUITY AT END OF YEAR	<u>\$ <u>2,509,741</u></u>	<u>\$ <u>1,720,982</u></u>

See accompanying notes.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 2,901,859	\$ 2,261,315
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	22,616	22,946
Amortization of deferred brokerage commissions	362,300	186,500
Gain on sale of fixed assets	(15,116)	-
(Increase) decrease in		
Accounts receivable	8,994	(8,894)
Franchise brokerage commissions deferred	(2,361,500)	(1,225,000)
Increase (decrease) in		
Accounts payable	(71,342)	144,402
Accrued expenses	969	(4,168)
Regional advertising fund escrow	110,265	247,703
Franchise contract deferred income	1,618,678	868,985
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,577,723</u>	<u>2,493,789</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from the sale of fixed assets	<u>15,116</u>	<u>-</u>
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>15,116</u>	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments on line of credit	-	(68,387)
Members' distributions	<u>(2,113,100)</u>	<u>(1,936,629)</u>
NET CASH USED BY FINANCING ACTIVITIES	<u>(2,113,100)</u>	<u>(2,005,016)</u>
NET INCREASE IN CASH	479,739	488,773
CASH AT BEGINNING OF YEAR	<u>2,393,533</u>	<u>1,904,760</u>
CASH AT END OF YEAR	<u>\$ 2,873,272</u>	<u>\$ 2,393,533</u>
SUPPLEMENTAL DISCLOSURES		
Interest paid	\$ 10,000	\$ 1,098
Noncash investing activities		
Property distribution	\$ -	\$ 69,911

See accompanying notes.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2022 AND 2021

NOTE A - NATURE OF BUSINESS

Seniors Helping Seniors, LLC

Seniors Helping Seniors, LLC is a Delaware limited liability company. The Company owns a proprietary system for the operation of a Seniors Helping Seniors franchise providing personal services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair, under the service mark Seniors Helping Seniors.

Power of Love for Seniors, LLC

Power of Love for Seniors, LLC was organized in November 2014 as a Delaware limited liability company and is a wholly owned subsidiary of Seniors Helping Seniors, LLC. The Company's purpose is to improve the dignity and quality of life of senior citizens in the community by finding ways for seniors to help each other.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation Policy

The consolidated financial statements of the Company have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

The accompanying consolidated financial statements include the accounts of Seniors Helping Seniors, LLC and its wholly owned subsidiary, Power of Love for Seniors, LLC, collectively referred to as the "Company." Intercompany accounts and transactions have been eliminated in the consolidation.

Cash and Cash Equivalents

The statements of cash flows classify changes in cash and cash equivalents. Cash and cash equivalents include all cash balances and highly liquid investments with an original maturity of three months or less. The Company places its cash and cash equivalents with a high credit financial institution.

Allowance for Doubtful Accounts

Trade accounts receivable are stated net of an allowance for doubtful accounts. The Company estimates the allowance based on its historical collection experience. The allowance for doubtful accounts was \$10,000 at December 31, 2022 and 2021.

SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed on an accelerated method using the following estimated useful lives:

	<u>Years</u>
Furniture and equipment	5-7
Vehicles	5
Leasehold improvements	15-39

Property and equipment are defined by the Company as those assets costing more than \$5,000.

Intangible Assets

Intangible assets represent trademarks. The Company provides for amortization on the straight-line method over 15 years for trademarks.

Leases

The Company leases its headquarters. The Company determines if an arrangement is a lease at inception. Operating leases are included in operating right-of-use assets, other current liabilities, and operating lease liability on the balance sheet.

Right-of-use assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. Operating lease right-of-use assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. As the Company's lease does not provide an implicit rate, the Company uses a risk-free rate based on the information available at the commencement date in determining the present value of lease payments.

In evaluating contracts to determine if they qualify as a lease, the Company considers factors such as if they have obtained substantially all of the rights to use the underlying asset through exclusivity, if the Company can direct the use of the asset by making decisions about how and for what purpose the asset will be used and if the lessor has substantive substitution rights. This evaluation may require significant judgement. The Company as a lessee made an accounting policy election not to recognize right-of-use assets and lease liabilities that arise from short-term leases for any class of underlying asset.

Treatment of Paycheck Protection Program (PPP) Loan

The Company has elected to apply the FASB ASC 958-605 conditional contribution model to account for the PPP loan. Under this model, conditional contributions received are accounted for as a liability, until the barriers to entitlement are overcome, at which point the transaction is recognized as revenue.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

Royalty Income

The principal source of revenues from franchising is ongoing royalty fees, which are typically a percentage of gross franchisee revenues. The Company recognizes royalty fee revenues as and when the underlying sales occur.

Franchise Sales

The Company receives non-refundable initial franchise fees, which are recognized as it satisfies the performance obligations of the franchise agreement. The revenues from franchise sales will be segregated based upon the specific performance obligation and recognized either at a point in time or over the length of the franchise agreement.

Franchise Service Revenue – Power of Love for Seniors, LLC

The Company provides services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair. The Company recognizes service revenues as and when the services are provided.

Advertising Costs

The Company expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2022 and 2021, were \$97,421 and \$93,364, respectively.

Income Taxes

Seniors Helping Seniors, LLC has chosen to be treated as a partnership for federal and state income tax purposes. A partnership is not a taxpaying entity for federal or state income tax purposes. Accordingly, no income tax expense has been recorded in the financial statements. All income or loss will be reported on the individual member's income tax returns.

Power of Love for Seniors, LLC has chosen to be treated as a single member limited liability corporation, a disregarded entity for tax purposes.

The income allocable to each member is subject to examination by federal and state taxing authorities. In the event of an examination of the income tax returns, the tax liability of the members could be changed if an adjustment in the income is ultimately determined by the taxing authorities.

Certain transactions of the Company may be subject to accounting methods for federal income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income reported for federal income tax purposes may differ from net income in these financial statements.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2022 AND 2021

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Based on the results of management's evaluation, the accounting for the Company's tax positions did not have a material effect on the Company's financial statements. Further, no significant interest or penalties have been accrued or charged to expense for the years ended December 31, 2022 and 2021.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date the tax returns were filed.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Adoption of New Accounting Standard

In February 2016, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification [ASC] 842, Leases) to increase transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the balance sheet. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases. Under the standard, disclosures are required to meet the objective of enabling users of financial statements to assess the amount, timing, and uncertainty of cash flows arising from leases.

The Company adopted the standard effective January 1, 2022 and recognized and measured leases existing at, or entered into after, January 1, 2022 (the beginning of the period of adoption) through a cumulative effect adjustment, with certain practical expedients available.

The Company elected the available practical expedients to account for their existing capital leases and operating leases as finance leases and operating leases, respectively, under the new guidance, without reassessing (a) whether the contract contain leases under the new standard, (b) whether classification of capital leases or operating leases would be different in accordance with the new guidance, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in the new guidance at lease commencement.

Effective January 1, 2022, the Company adopted the new lease accounting guidance in Accounting Standards Update (ASU) No. 2016-02, "Leases (Topic 842)." As a result of the adoption of the new lease accounting guidance, the Companies recognized on January 1, 2022 (the beginning of the year of adoption) a lease liability of \$332,435, which represents the present value of the remaining lease payments of \$360,000 on the existing operating property lease discounted using the risk free rate for a 10 year treasury note of 1.63%, and a right-of-use asset of \$332,435 which represents the operating lease liability.

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Date of Management's Review

Management has evaluated subsequent events through March 16, 2023, the date which the financial statements were available to be issued.

NOTE C - RELATED-PARTY TRANSACTIONS

The Company leases various office space from its members under monthly and annual lease arrangements. Annual lease payments were \$254,000 in 2022 and \$254,000 in 2021. See Note K for additional lease information.

NOTE D - CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Company to a concentration of credit risk consist principally of cash. The Company normally deposits its cash with two financial institutions. At December 31, 2022, \$2,344,475 of the Company's cash balances is uninsured.

NOTE E - INTANGIBLE ASSETS

	<u>Gross Amount</u>	<u>Accumulated Amortization</u>	<u>Net Amount</u>
Trademarks	\$ 5,525	\$ (4,301)	\$ 1,224
Website development	<u>75,000</u>	<u>(75,000)</u>	<u>-</u>
	<u>\$ 80,525</u>	<u>\$ (79,301)</u>	<u>\$ 1,224</u>

Trademarks and website development are capitalized as intangible assets and amortized over 180 months. Amortization expense related to trademarks is approximately \$368 each year through 2026.

NOTE F - LINE OF CREDIT

In February 2014, the Company acquired a revolving line of credit with a maximum borrowing limit of \$250,000. Borrowings under the line of credit bear interest at a variable rate based on the *Wall Street Journal* prime rate (the "Index"). At December 31, 2022, the Index was 7.50% per annum. Borrowings against the line of credit are secured by the business assets of Seniors Helping Seniors, LLC and a guarantee of the majority members. There was no outstanding balances on the line of credit as of December 31, 2022 and 2021.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2022 AND 2021

NOTE G - REGIONAL ADVERTISING FUND ESCROW

The regional advertising fund was established from the provisions of the franchise agreement. Franchisees' may be required to contribute a percentage of gross sales to a regional cooperative advertising and promotional fund ("Regional Advertising Fund"). Contributions will be used for producing, maintaining, administering, and directing consumer advertising. Advertising may consist of print, television, radio, internet or other media for advertisement and promotion. Contributions from franchisees' will be held by the Company until expended for the purposes above. The advertising fund contribution percentage for the year ended December 31, 2022 was 1% of monthly gross sales. The total cash held in escrow as of December 31, 2022 and 2021 was \$546,341 and \$437,765, respectively.

NOTE H - PAYCHECK PROTECTION PROGRAM LOAN

In February 2021, the Company received a Paycheck Protection Program loan from a local bank in the amount of \$23,318. The loan was to be used for payroll, rent, utilities and other costs incurred in the 24-week period following receipt of the funds in accordance with the Paycheck Protection Program established under the Coronavirus Aid, Relief, and Economic Security Act. Although loan forgiveness had not been granted by the Small Business Administration as of December 31, 2021, management determined that the conditions for forgiveness under the loan have been substantially met through December 31, 2021, and therefore recognized \$23,318 as other income in the accompanying Consolidated Statements of Income and Members' Equity during the year ended December 31, 2021. The loan was subsequently forgiven in January 2022.

NOTE I - ECONOMIC INJURY DISASTER LOAN

On June 11, 2020, the Company received \$150,000 in loan funding from the U.S. Small Business Administration ("SBA") under the Economic Injury Disaster Loan ("EIDL") program administered by the SBA. The EIDL is evidenced by a promissory note ("Note"), dated June 9, 2020 for the original principal amount of \$150,000 with the SBA. Under the terms of the Note, interest accrues on the outstanding principal at the rate of 3.75% per annum. The term of the Note is thirty years, though it may become payable sooner upon an event of default under the Note. The Company will be obligated to make equal monthly payments of principal and interest beginning on December 9, 2022 through the maturity date of June 9, 2050. The Note may be prepaid in part or in full, at any time, without penalty.

<u>Year Ending</u>	<u>Principal</u>
2023	\$ 3,012
2024	3,111
2025	3,246
2026	3,370
2027	3,498
Thereafter	<u>133,763</u>
	<u>\$ 150,000</u>

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2022 AND 2021

NOTE J - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS

Performance Obligations and Significant Judgments

Revenue is recognized when obligations under the terms of a contract with the customer are satisfied; generally, this occurs with the transfer of control of products or services. The Company satisfies performance obligations either over time or at a point in time as discussed in further detail below. Revenue is measured as the amount of consideration expected to be received in exchange for transferring goods or providing services.

Under the franchise agreement, franchisees are granted the right to operate using the Company's system and branding which in most cases is for a period of 10 years. The franchisees pay an initial fee to purchase a franchise and then subsequently pay royalties to the Company based upon a set percentage of the sales of the franchisee.

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2022 is as follows:

	Products and Services Transferred:	
	Point in Time	Over Time
Initial franchise fee amortization	\$ -	\$ 1,386,577
Franchise renewal fee amortization	-	14,000
Royalties and other franchise fees	3,167,512	-
Franchise service revenue	314,242	-
	<u>\$ 3,481,754</u>	<u>\$ 1,400,577</u>

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2021 is as follows:

	Products and Services Transferred:	
	Point in Time	Over Time
Initial franchise fee amortization	\$ -	\$ 819,116
Franchise renewal fee amortization	-	19,500
Royalties and other franchise fees	2,822,405	-
Franchise service revenue	252,055	-
	<u>\$ 3,074,460</u>	<u>\$ 838,616</u>

Contract Assets, Liabilities, and Accounts Receivable

Contract assets arise when the Company recognizes expenses for amounts that used to obtain of fulfill a contract with a customer. The Company's contract assets relate to the commission costs incurred for obtaining new franchise contracts and are recognized on a straight line basis over the life of the contracts. The Company has contract assets as of December 31, 2022 and 2021 in the amounts of \$3,037,700 and \$1,038,500, respectively and are included under the balance caption "Franchise Brokerage Commissions Deferred". There were no contract assets as of December 31, 2020. The Company recognized \$362,300 and \$186,500 of franchise broker commission costs during the year ended December 31, 2022 and 2021, respectively.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2022 AND 2021

NOTE J - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS (Continued)

Contract liabilities arise when the Company receives payments from customers in advance of recognizing revenue. The Company has contract liabilities as of December 31, 2022, 2021 and 2020 in the amounts of \$3,216,055, \$1,597,377 and \$728,392, respectively, and are included under the balance sheet caption "franchise contract deferred income" as detailed below.

	<u>2022</u>	<u>2021</u>
Franchise contract deferred income		
Current portion	\$ 715,966	\$ 475,501
Long-term portion	<u>2,500,089</u>	<u>1,121,876</u>
	<u>\$ 3,216,055</u>	<u>\$ 1,597,377</u>

Accounts receivable for the year ended December 31, 2022, 2021, and 2020 were \$333,384, \$342,378, and \$333,484, respectively.

NOTE K - LEASES

The Company leases its operating facility in accordance with the terms of an operating lease dated January 1, 2022 from a related party. The original lease term was for one year and includes three consecutive renewal options to extend the original agreement for three years each through December 31, 2031. The Company exercised the first renewal option during the 2023 year and is reasonably certain to exercise the remaining renewal options.

Below is a schedule of future minimum lease payments for this lease:

<u>Year Ending December 31,</u>	<u>Operating Lease</u>
2023	\$ 36,000
2024	36,000
2025	36,000
2026	36,000
2027	36,000
Thereafter	<u>144,000</u>
Total undiscounted cash flows	324,000
Less: present value discount	<u>(22,425)</u>
Total lease liabilities	<u>\$ 301,575</u>

Total lease expense for the year ended December 31, 2022 was \$36,000. Total rent expense was \$254,000 for the year ended December 31, 2021.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2022 AND 2021

NOTE K - LEASES (Continued)

The following presents selected other information required to be disclosed including the remaining lease term and discount rate for the operating lease as of December 31, 2022:

Other Information:

Cash paid for amounts included in the measurement of lease liabilities

Operating cash flows from operating leases	\$	36,000
Weighted average remaining lease term in years for operating leases		9.00
Weighted average discount rate for operating leases		1.63%

In addition to the operating facility lease, the Company also leases various office space from a related party under month-to-month terms. These lease agreements may be terminated at any point in time by either the landlord or the Company with 60 days written notice by either party.

Total lease payments made under short-term leases for the year ended December 31, 2022 was \$218,000.

NOTE L - CONTINGENCIES

The Company is involved in legal actions arising in the ordinary course of business. In the opinion of management, the Company has adequate legal defenses or insurance coverage with respect to each of these actions and does not believe that they will materially affect the Company's results of operations or financial position.

SUPPLEMENTARY INFORMATION

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED SCHEDULES OF NET REVENUES
YEARS ENDED DECEMBER 31, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
FRANCHISE SALES		
Gross franchise sales	\$ 1,386,577	\$ 819,116
Franchise renewal fees	14,000	19,500
NET FRANCHISE SALES	<u>1,400,577</u>	<u>838,616</u>
ROYALTY INCOME		
Gross royalty income	<u>3,167,512</u>	<u>2,822,405</u>
NET ROYALTY INCOME	<u>3,167,512</u>	<u>2,822,405</u>
FRANCHISE SERVICE REVENUE		
Power of Love for Seniors, LLC service revenues	<u>314,242</u>	<u>252,055</u>
TOTAL FRANCHISE SERVICE REVENUE	<u>314,242</u>	<u>252,055</u>
TOTAL NET REVENUES	<u>\$ 4,882,331</u>	<u>\$ 3,913,076</u>

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**
CONSOLIDATED SCHEDULES
YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
SERVICE EXPENSES, POWER OF LOVE, LLC		
Salaries	\$ 140,753	\$ 111,021
Payroll taxes	<u>13,626</u>	<u>10,955</u>
	<u>\$ 154,379</u>	<u>\$ 121,976</u>
SELLING EXPENSES		
Advertising	\$ 97,421	\$ 93,364
Selling expenses	438,100	255,100
Trade shows and conventions	50,640	8,650
Travel and entertainment	9,829	577
Website	<u>22,446</u>	<u>22,905</u>
	<u>\$ 618,436</u>	<u>\$ 380,596</u>
GENERAL AND ADMINISTRATIVE EXPENSES		
Automobile	\$ 6,047	\$ 6,736
Bad debts	-	11,450
Bank fees	48	103
Computer	23,524	20,814
Depreciation and amortization	22,616	22,946
Dues and subscriptions	2,199	3,553
Insurance	78,647	80,885
Licenses and permits	2,825	2,749
Meals and entertainment	15,489	32,592
Office	18,178	24,291
Payroll taxes	37,823	28,706
Postage	1,259	1,506
Professional fees	165,618	160,390
Lease expense (2022) Rent expense (2021)	254,000	254,000
Repairs and maintenance	48,877	45,366
Salaries and other compensation	532,515	447,599
State and local taxes, not based on income	10,345	11,038
Telephone and utilities	<u>19,023</u>	<u>28,464</u>
	<u>\$ 1,239,033</u>	<u>\$ 1,183,188</u>

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

Years Ended December 31, 2021 and 2020

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

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Independent Auditors' Report

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the consolidated financial statements of Seniors Helping Seniors, LLC and its subsidiary, which comprise the consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of income and members' equity and cash flows for the years then ended and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Seniors Helping Seniors, LLC and its subsidiary as of December 31, 2021 and 2020, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Seniors Helping Seniors, LLC, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Seniors Helping Seniors, LLC's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Seniors Helping Seniors, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Seniors Helping Seniors, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information

Management is responsible for the other information included in the Franchise Disclosure Document. The other information comprises the information for prospective franchisee with information about the franchisor and does include the consolidated financial statements and our auditors' report thereon. Our opinion on the consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

To the Board of Directors
Seniors Helping Seniors, LLC
Reading, Pennsylvania

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the consolidated financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated schedules of net revenues, consolidated schedules of service expenses, Power of Love, LLC, consolidated schedules of selling expenses and consolidated schedules of general and administrative expenses are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Maille LLP

Limerick, Pennsylvania
March 3, 2022

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS DECEMBER 31, 2021 AND 2020

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash	\$ 2,393,533	\$ 1,904,760
Accounts receivable, net of allowance for doubtful accounts \$10,000 (2021 and 2020)	342,378	333,484
TOTAL CURRENT ASSETS	2,735,911	2,238,244
PROPERTY AND EQUIPMENT		
Furniture and equipment	300,599	300,599
Vehicles	36,633	213,670
Leasehold improvements	652,425	652,425
	989,657	1,166,694
Accumulated depreciation	(668,563)	(753,111)
	321,094	413,583
FRANCHISE BROKERAGE COMMISSIONS DEFERRED	1,038,500	-
INTANGIBLE ASSETS		
Trademarks, net of accumulated amortization of \$3,933 (2021) and \$3,565 (2020)	1,592	1,960
OTHER ASSETS	30,740	30,740
TOTAL ASSETS	\$ 4,127,837	\$ 2,684,527
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Line of credit	\$ -	\$ 68,387
Accounts payable	190,645	46,243
Accrued expenses	34,622	38,790
Regional advertising fund escrow	434,211	186,508
Franchise contract deferred income	475,501	230,086
TOTAL CURRENT LIABILITIES	1,134,979	570,014
LONG TERM LIABILITIES		
Franchise contract deferred income, less current portion	1,121,876	498,306
Notes payable	150,000	150,000
TOTAL LONG TERM LIABILITIES	1,271,876	648,306
MEMBERS' EQUITY	1,720,982	1,466,207
TOTAL LIABILITIES AND MEMBERS' EQUITY	\$ 4,127,837	\$ 2,684,527

See accompanying notes.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF INCOME AND MEMBERS' EQUITY YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
NET REVENUE	\$ 3,913,076	\$ 3,195,084
EXPENSES		
Service expenses, Power of Love, LLC	121,976	122,744
Selling	380,596	272,939
General and administrative	1,183,188	1,058,245
	<u>1,685,760</u>	<u>1,453,928</u>
INCOME FROM OPERATIONS	<u>2,227,316</u>	<u>1,741,156</u>
OTHER INCOME (EXPENSE)		
Other income	17,642	35,491
Paycheck Protection Program Loan forgiveness	23,318	109,522
Economic Injury Disaster Loan grant	-	10,000
Interest income	78	142
Interest expense	(7,039)	(5,552)
TOTAL OTHER INCOME	<u>33,999</u>	<u>149,603</u>
NET INCOME	2,261,315	1,890,759
MEMBERS' EQUITY		
AT BEGINNING OF YEAR	1,466,207	1,169,038
Members' distributions	<u>(2,006,540)</u>	<u>(1,593,590)</u>
MEMBERS' EQUITY AT END OF YEAR	<u>\$ 1,720,982</u>	<u>\$ 1,466,207</u>

See accompanying notes.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 2,261,315	\$ 1,890,759
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation and amortization	22,946	25,872
Amortization of deferred brokerage commissions	186,500	-
(Increase) decrease in		
Accounts receivable	(8,894)	(89,245)
Due from affiliates	-	19,830
Franchise brokerage commissions deferred	(1,225,000)	-
Increase (decrease) in		
Accounts payable	144,402	(25,350)
Accrued expenses	(4,168)	586
Regional advertising fund escrow	247,703	(237,791)
Franchise contract deferred income	868,985	(91,127)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,493,789</u>	<u>1,493,534</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments on line of credit	(68,387)	(51,064)
Borrowings on long-term debt	-	150,000
Members' distributions	(1,936,629)	(1,593,590)
NET CASH USED BY FINANCING ACTIVITIES	<u>(2,005,016)</u>	<u>(1,494,654)</u>
NET INCREASE (DECREASE) IN CASH	488,773	(1,120)
CASH AT BEGINNING OF YEAR	<u>1,904,760</u>	<u>1,905,880</u>
CASH AT END OF YEAR	<u><u>\$ 2,393,533</u></u>	<u><u>\$ 1,904,760</u></u>
SUPPLEMENTAL DISCLOSURES		
Interest paid	\$ 1,098	\$ 2,485
Noncash investing activities		
Property distribution	\$ 69,911	\$ -

See accompanying notes.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2021 AND 2020

NOTE A - NATURE OF BUSINESS

Seniors Helping Seniors, LLC

Seniors Helping Seniors, LLC is a Delaware limited liability company. The Company owns a proprietary system for the operation of a Seniors Helping Seniors franchise providing personal services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair, under the service mark Seniors Helping Seniors.

Power of Love for Seniors, LLC

Power of Love for Seniors, LLC was organized in November 2014 as a Delaware limited liability company and is a wholly owned subsidiary of Seniors Helping Seniors, LLC. The Company's purpose is to improve the dignity and quality of life of senior citizens in the community by finding ways for seniors to help each other.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation Policy

The consolidated financial statements of the Company have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP).

The accompanying consolidated financial statements include the accounts of Seniors Helping Seniors, LLC and its wholly owned subsidiary, Power of Love for Seniors, LLC, collectively referred to as the "Company." Intercompany accounts and transactions have been eliminated in the consolidation.

Cash and Cash Equivalents

The statements of cash flows classify changes in cash and cash equivalents. Cash and cash equivalents include all cash balances and highly liquid investments with an original maturity of three months or less. The Company places its cash and cash equivalents with a high credit financial institution.

Allowance for Doubtful Accounts

Trade accounts receivable are stated net of an allowance for doubtful accounts. The Company estimates the allowance based on its historical collection experience. The allowance for doubtful accounts was \$10,000 at December 31, 2021 and 2020.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed on an accelerated method using the following estimated useful lives:

	<u>Years</u>
Furniture and equipment	5-7
Vehicles	5
Leasehold improvements	15-39

Property and equipment are defined by the Company as those assets costing more than \$5,000.

Intangible Assets

Intangible assets represent trademarks. The Company provides for amortization on the straight-line method over 15 years for trademarks.

Treatment of Paycheck Protection Program (PPP) Loan

The Company has elected to apply the FASB ASC 958-605 conditional contribution model to account for the PPP loan. Under this model, conditional contributions received are accounted for as a liability, until the barriers to entitlement are overcome, at which point the transaction is recognized as revenue.

Revenue Recognition

Royalty Income

The principal source of revenues from franchising is ongoing royalty fees, which are typically a percentage of gross franchisee revenues. The Company recognizes royalty fee revenues as and when the underlying sales occur.

Franchise Sales

The Company receives non-refundable initial franchise fees, which are recognized as it satisfies the performance obligations of the franchise agreement. The revenues from franchise sales will be segregated based upon the specific performance obligation and recognized either at a point in time or over the length of the franchise agreement.

Franchise Service Revenue – Power of Love for Seniors, LLC

The Company provides services to senior citizens, such as in-home elderly care, home assistance, companion care, transportation, homemaking and maintenance and repair. The Company recognizes service revenues as and when the services are provided.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2021 AND 2020

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Advertising Costs

The Company expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2021 and 2020, were \$93,364 and \$108,106, respectively.

Income Taxes

Seniors Helping Seniors, LLC has chosen to be treated as a partnership for federal and state income tax purposes. A partnership is not a taxpaying entity for federal or state income tax purposes. Accordingly, no income tax expense has been recorded in the financial statements. All income or loss will be reported on the individual member's income tax returns.

Power of Love for Seniors, LLC has chosen to be treated as a single member limited liability corporation, a disregarded entity for tax purposes.

The income allocable to each member is subject to examination by federal and state taxing authorities. In the event of an examination of the income tax returns, the tax liability of the members could be changed if an adjustment in the income is ultimately determined by the taxing authorities.

Certain transactions of the Company may be subject to accounting methods for federal income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income reported for federal income tax purposes may differ from net income in these financial statements.

Based on the results of management's evaluation, the accounting for the Company's tax positions did not have a material effect on the Company's financial statements. Further, no significant interest or penalties have been accrued or charged to expense for the years ended December 31, 2021 and 2020.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date the tax returns were filed.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Date of Management's Review

Management has evaluated subsequent events through March 3, 2022, the date which the financial statements were available to be issued.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2021 AND 2020

NOTE C - RELATED-PARTY TRANSACTIONS

The Company leases office space from members under an annual lease. Annual lease payments were \$254,000 in 2021 and \$174,000 in 2020.

NOTE D - CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Company to a concentration of credit risk consist principally of cash. The Company normally deposits its cash with two financial institutions. At December 31, 2021, \$1,864,407 of the Company's cash balances is uninsured.

NOTE E - INTANGIBLE ASSETS

Trademarks are capitalized as intangible assets and amortized over 180 months. Amortization expense related to trademarks is approximately \$368 each year through 2026.

NOTE F - LINE OF CREDIT

In February 2014, the Company acquired a revolving line of credit with a maximum borrowing limit of \$250,000. Borrowings under the line of credit bear interest at a variable rate based on the *Wall Street Journal* prime rate (the "Index"). At December 31, 2021, the Index was 3.29% per annum. Borrowings against the line of credit are secured by the business assets of Seniors Helping Seniors, LLC and a guarantee of the majority members. The outstanding balance was \$0, and \$68,387 at December 31, 2021 and 2020, respectively.

NOTE G - REGIONAL ADVERTISING FUND ESCROW

The regional advertising fund was established from the provisions of the franchise agreement. Franchisees' may be required to contribute a percentage of gross sales to a regional cooperative advertising and promotional fund ("Regional Advertising Fund"). Contributions will be used for producing, maintaining, administering, and directing consumer advertising. Advertising may consist of print, television, radio, internet or other media for advertisement and promotion. Contributions from franchisees' will be held by the Company until expended for the purposes above. The advertising fund contribution percentage for the year ended December 31, 2021 was 1% of monthly gross sales. The total cash held in escrow as of December 31, 2021 and 2020 was \$434,211 and \$186,508, respectively.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2021 AND 2020

NOTE H - PAYCHECK PROTECTION PROGRAM LOAN

In April 2020, the Company received Paycheck Protection Program loans from a local bank in the amount of \$109,522. The loan was to be used for payroll, rent, utilities and other costs incurred in the 24-week period following receipt of the funds in accordance with the Paycheck Protection Program established under the Coronavirus Aid, Relief, and Economic Security Act. Although loan forgiveness has not been granted by the Small Business Administration as of December 31, 2020, management determined that the conditions for forgiveness under the loan have been substantially met through December 31, 2020 and therefore recognized \$109,522 as other income in the accompanying Consolidated Statements of Income and Members' Equity during the year ended December 31, 2020. The loans were subsequently forgiven in 2021.

In February 2021, the Company received a Paycheck Protection Program loan from a local bank in the amount of \$23,318. The loan was to be used for payroll, rent, utilities and other costs incurred in the 24-week period following receipt of the funds in accordance with the Paycheck Protection Program established under the Coronavirus Aid, Relief, and Economic Security Act. Although loan forgiveness has not been granted by the Small Business Administration as of December 31, 2021, management determined that the conditions for forgiveness under the loan have been substantially met through December 31, 2021 and therefore recognized \$23,318 as other income in the accompanying Consolidated Statements of Income and Members' Equity during the year ended December 31, 2021. The loan was subsequently forgiven in January 2022.

The funds have been accounted for under the FASB ASC 958-605 Conditional Contribution model. Interest accrues on any portion of the loan that is not forgiven at a rate of 1%. Accrued interest is deferred for 10 months after the inception of the loan and repayment terms will be revised after loan forgiveness is approved by the bank and the Small Business Administration.

NOTE I - ECONOMIC INJURY DISASTER LOAN

On April 27, 2020, the Company received a \$10,000 grant from the U.S. Small Business Administration. The Company recognized the grant as other income during the year ended December 31, 2020.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2021 AND 2020

NOTE I - ECONOMIC INJURY DISASTER LOAN (continued)

On June 11, 2020, the Company received \$150,000 in loan funding from the U.S. Small Business Administration ("SBA") under the Economic Injury Disaster Loan ("EIDL") program administered by the SBA. The EIDL is evidenced by a promissory note ("Note"), dated June 9, 2020 for the original principal amount of \$150,000 with the SBA. Under the terms of the Note, interest accrues on the outstanding principal at the rate of 3.75% per annum. The term of the Note is thirty years, though it may become payable sooner upon an event of default under the Note. The Company will be obligated to make equal monthly payments of principal and interest beginning on June 9, 2022 through the maturity date of June 9, 2050. The Note may be prepaid in part or in full, at any time, without penalty.

<u>Year Ending</u>	<u>Principal</u>
2023	\$ 2,837
2024	2,945
2025	3,058
2026	3,174
Thereafter	<u>137,986</u>
	<u>\$ 150,000</u>

NOTE J - CONTINGENCIES

The Company is involved in legal actions arising in the ordinary course of business. In the opinion of management, the Company has adequate legal defenses or insurance coverage with respect to each of these actions and does not believe that they will materially affect the Company's results of operations or financial position.

NOTE K - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS

Performance Obligations and Significant Judgments

Revenue is recognized when obligations under the terms of a contract with the customer are satisfied; generally, this occurs with the transfer of control of products or services. The Company satisfies performance obligations either over time or at a point in time as discussed in further detail below. Revenue is measured as the amount of consideration expected to be received in exchange for transferring goods or providing services.

Under the franchise agreement, franchisees are granted the right to operate using the Company's system and branding which in most cases is for a period of 10 years. The franchisees pay an initial fee to purchase a franchise and then subsequently pay royalties to the Company based upon a set percentage of the sales of the franchisee.

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2021 AND 2020

NOTE K - REVENUE RECOGNITION OF FRANCHISE AGREEMENTS (Continued)

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2021 is as follows:

	Products and Services Transferred:	
	Point in Time	Over Time
Initial franchise fee amortization	\$ -	\$ 819,116
Franchise renewal fee amortization	-	19,500
Royalties and other franchise fees	2,822,405	-
Franchise service revenue	252,055	-
	<u>\$ 3,074,460</u>	<u>\$ 838,616</u>

The disaggregation of the timing of recognizing revenue for the year ended December 31, 2020 is as follows:

	Products and Services Transferred:	
	Point in Time	Over Time
Initial franchise fee amortization	\$ -	\$ 362,386
Franchise renewal fee amortization	-	12,000
Royalties and other franchise fees	2,559,149	-
Franchise service revenue	261,549	-
	<u>\$ 2,820,698</u>	<u>\$ 374,386</u>

Contract Assets and Liabilities

Contract assets arise when the Company recognizes expenses for amounts that used to obtain of fulfill a contract with a customer. The Company's contract assets relate to the commission costs incurred for obtaining new franchise contracts and are recognized on a straight line basis over the life of the contracts. The Company has contract assets as of December 31, 2021 and 2020 in the amounts of \$1,038,500 and \$0, respectively and are included under the balance caption "Franchise Brokerage Commissions Deferred". The Company recognized \$186,500 of franchise broker commission costs during the year ended December 31, 2021.

Contract liabilities arise when the Company receives payments from customers in advance of recognizing revenue. The Company has contract liabilities as of December 31, 2021 and 2020 in the amounts of \$1,597,377 and \$728,392, respectively, and are included under the balance sheet caption "franchise contract deferred income" as detailed below.

	2021	2020
Franchise contract deferred income		
Current portion	\$ 475,501	\$ 230,086
Long-term portion	1,121,876	498,306
	<u>\$ 1,597,377</u>	<u>\$ 728,392</u>



SUPPLEMENTARY INFORMATION

**SENIORS HELPING SENIORS, LLC
AND SUBSIDIARY**

**CONSOLIDATED SCHEDULES OF NET REVENUES
YEARS ENDED DECEMBER 31, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
FRANCHISE SALES		
Gross franchise sales	\$ 819,116	\$ 362,386
Franchise renewal fees	<u>19,500</u>	<u>12,000</u>
NET FRANCHISE SALES	<u>838,616</u>	<u>374,386</u>
ROYALTY INCOME		
Gross royalty income	<u>2,822,405</u>	<u>2,559,149</u>
NET ROYALTY INCOME	<u>2,822,405</u>	<u>2,559,149</u>
FRANCHISE SERVICE REVENUE		
Power of Love for Seniors, LLC service revenues	<u>252,055</u>	<u>261,549</u>
TOTAL FRANCHISE SERVICE REVENUE	<u>252,055</u>	<u>261,549</u>
TOTAL NET REVENUES	<u>\$ 3,913,076</u>	<u>\$ 3,195,084</u>

SENIORS HELPING SENIORS, LLC AND SUBSIDIARY

CONSOLIDATED SCHEDULES YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
SERVICE EXPENSES, POWER OF LOVE, LLC		
Salaries	\$ 111,021	\$ 111,315
Payroll taxes	10,955	11,429
	<u>\$ 121,976</u>	<u>\$ 122,744</u>
SELLING EXPENSES		
Advertising	\$ 93,364	\$ 108,106
Selling expenses	255,100	97,504
Trade shows and conventions	8,650	554
Travel and entertainment	577	41,308
Website	22,905	25,467
	<u>\$ 380,596</u>	<u>\$ 272,939</u>
GENERAL AND ADMINISTRATIVE EXPENSES		
Automobile	\$ 6,736	\$ 7,723
Bad debts	11,450	3,033
Bank fees	103	143
Charitable contributions	-	21,830
Computer	20,814	25,928
Depreciation and amortization	22,946	25,872
Dues and subscriptions	3,553	3,944
Insurance	80,885	80,279
Licenses and permits	2,749	5,592
Meals and entertainment	32,592	25,567
Office	24,291	26,849
Payroll taxes	28,706	28,703
Postage	1,506	2,166
Professional fees	160,390	100,913
Rent	254,000	174,000
Repairs and maintenance	45,366	57,791
Salaries and other compensation	447,599	433,900
State and local taxes, not based on income	11,038	6,260
Telephone and utilities	28,464	27,752
	<u>\$ 1,183,188</u>	<u>\$ 1,058,245</u>

EXHIBIT “H”

FRANCHISEE DISCLOSURE QUESTIONNAIRE

FRANCHISEE DISCLOSURE QUESTIONNAIRE

Seniors Helping Seniors, LLC

DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE A MARYLAND FRANCHISEE.

NOTICE FOR PROSPECTIVE FRANCHISEES WHO RESIDE IN, OR WHO INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES : CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE) :

FOR PROSPECTIVE FRANCHISEES THAT RESIDE IN OR ARE SEEKING TO OPERATE THE FRANCHISED BUSINESS IN ANY REGULATED STATE, SUCH PROSPECTIVE FRANCHISEE IS NOT REQUIRED TO COMPLETE THIS QUESTIONNAIRE OR TO RESPOND TO ANY OF THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE.

As you know SENIORS HELPING SENIORS, LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation of a *Seniors Helping Seniors* franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented In this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

The Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

- | | | | |
|---------|--------|----|--|
| Yes ___ | No ___ | 1. | Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it? |
| Yes ___ | No ___ | 2. | Have you received and personally reviewed the Franchise Disclosure Document we provided? |
| Yes ___ | No ___ | 3. | Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it? |
| Yes ___ | No ___ | 4. | Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement? |
| Yes ___ | No ___ | 5. | Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor? |
| Yes ___ | No ___ | 6. | Have you discussed the benefits and risks of developing and operating a <i>Seniors Helping Seniors</i> franchise with an existing <i>Seniors Helping Seniors</i> franchisee? |
| Yes ___ | No ___ | 7. | Do you understand the risks of developing and operating a <i>Seniors Helping Seniors</i> franchise? |

- Yes ___ No___ 8. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?
- Yes ___ No___ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated in Pennsylvania or arbitrated in Pennsylvania, if not resolved informally or by mediation?
- Yes ___ No___ 10. Do you understand that you (and any facility manager employed by you) must satisfactorily complete the initial training course before we will allow your franchised business to open or consent to a transfer?
- Yes ___ No___ 11. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Seniors Helping Seniors 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?
- Yes ___ No___ 12. Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, 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?
- Yes ___ No___ 13. Do you agree that no employee or other person speaking on our behalf 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 a Seniors Helping Seniors 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?
- Yes ___ No___ 14. Do you understand that the Franchise Agreement and exhibits to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Seniors Helping Seniors facility, meaning any prior oral or written statements not set out in the Franchise Agreement or the exhibits to the Franchise Agreement will not be binding?

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YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated _____

Dated _____

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated _____

Dated _____

EXPLANATION OF ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER]

EXHIBIT I

STATE-SPECIFIC ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT

**CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE
CALIFORNIA FRANCHISE INVESTMENT LAW**

- **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**
- 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.
- California Business and Professions Code sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
- The Franchise Agreement requires application of the laws of another state. This provision may not be enforceable under California Law.
- 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 (Business and Professions Code 16,600).

Neither the Franchisor nor any person listed in Item 2 of this 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 that association or exchange.

Section 31125 of the franchise investment law requires us to give to you a disclosure document approved by the Commissioner of Financial Protection and Innovation before we ask you to consider a material modification of your franchise agreement.

You must sign a general release of claims if you transfer your franchise. California corporations code §31512 voids a waiver of your rights under the franchise investment law (California corporations code §§31000 through 31516). Business and professions code §20010 voids a waiver of your rights under the franchise relations act (business and professions code §§20000 through 20043).

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

The litigation will occur in Berks County, Pennsylvania, with the costs being borne by you. Prospective franchisees are encouraged to consult private legal counsel to determine the

applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restrictive venue to a forum outside the State of California.

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.

ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

Illinois law governs the Franchise Agreement and Development Agreement.

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

Your rights upon Termination and Non-renewal are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

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.

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.

IF YOU ARE NOT LICENSED/CERTIFIED IN ILLINOIS TO PROVIDE SERVICES OF THE NATURE DESCRIBED IN THIS DISCLOSURE DOCUMENT, YOU MUST NEGOTIATE AGREEMENTS WITH LICENSED PROFESSIONALS WHO WILL PROVIDE AND/OR SUPERVISE THE SERVICES THAT YOUR FRANCHISED BUSINESS OFFERS. RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

The Home Health, Home Services, and Home Nursing Agency Code is set forth in the Illinois Administrative Code at: 77 Ill. Adm. Code 245 (2015).

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.

INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF INDIANA ARE HEREBY AMENDED AS FOLLOWS:

1. Any agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any franchisee to institute a civil action or initiate arbitral proceedings within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in this Agreement.
2. In compliance with Indiana Code 12-2-2.7-1(9), any provisions in this Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be limited to a geographic area not greater than the Franchise Area granted in this Franchise Agreement and shall be construed in accordance with Indiana Code 23-2-2.7-1(9).
3. Indiana Code section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.
4. Indiana Code section 23-2-2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable.
5. In compliance with Indiana Code 23-2-2.7-1(10), any inference contained in this Franchise Agreement to the effect that the Franchisor “is entitled” to injunctive relief shall, when applicable to a Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted, understood to mean and replace the words “may seek”.
6. Indiana Code section 23-2-2.5 and 23-2-2.7 supersedes the choice of law clauses of the Franchise Agreement.
7. Indiana Code section 23-2-2.7-1 makes it unlawful for a franchisor to terminate a franchise without good cause or to refuse to renew a franchise on bad faith.
8. Any reference contained in this Franchise Agreement to a prospective franchisee's “exclusive Franchise Area” shall, in any Franchise Agreement executed in an operative within the State of Indiana, hereby be deleted and replaced with the words “non-exclusive Franchise Area”.
9. In compliance with Indiana Code 23-2-2.7-1(5), any requirement that the Franchisee must execute a release upon termination of this Agreement shall not be mandatory and is hereby made discretionary. However, Franchisee shall execute all other documents necessary to fully rescind all agreements between the parties under this Agreement.

10. 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.

Franchisor

Franchisee

MARYLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. The following is added:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

2. Pursuant to COMAR 01.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Franchisees may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The Franchise Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise. Such representations 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.

5. The Franchise Agreement is amended to state that the limitation of claims provision shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

6. The provision in the franchise agreement which provides for termination by bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

7. Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Our Franchise Disclosure Questionnaire requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law in order to purchase a franchise. Such representations 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.

8. Item 5 of the Franchise Disclosure Document and Section IV.A. of the Franchise Agreement are amended to state that based upon the franchisor's financial condition, the Maryland Securities Commissioner has required all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. Furthermore, Section 2.1 of the Development Agreement is amended to state that in addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Signature of Franchise Applicant

Signature of Franchisor

Name (please print)

Name (please print)

MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises and franchisees subject to the Minnesota Franchise Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Seniors Helping Seniors, LLC Franchise Disclosure Document.

Item 13

Seniors Helping Seniors, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.

Item 17.

Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Disclosure Document, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 provides that any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of Minnesota or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance or which has the effect of waiving compliance with any provision of §§80C.01 to 80C.22 of the Minnesota Franchises Act, or any rule or order thereunder, is void.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibits Seniors Helping Seniors, LLC from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

To the extent you are required to execute a general release in favor of Seniors Helping Seniors, LLC, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. §80C.01 *et seq.* as provided by Minn. Rule 2860.4400J

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.

NEW YORK ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF 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 A 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 NEW YORK STATE 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 at the end of Item 4:

Neither Seniors Helping Seniors, LLC, nor its affiliates, officers, or directors during the 10 year period immediately preceding the date of the offering prospectus have (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 one (1) year after the officer or general partner of the franchisor held this position in the company or partnership.

4. The following are revisions to Item 5 of the disclosure document:

The Initial Franchise Fee is to be used for the purpose of sales development, training, and marketing costs as set forth in Item 7.

5. The following is added to the end of the “Summary” section 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 Section 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” section 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.

NORTH DAKOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

1. Any provision of this Franchise Agreement or Development Agreement which requires the Franchisee to consent to liquidated damages are hereby deleted.
2. Covenants not to compete are generally considered unenforceable in the State of North Dakota.
3. The Franchise Agreement and Development Agreement provide that franchisees must consent to the jurisdiction of the courts outside of the State of North Dakota. The North Dakota Securities Commission has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable under the North Dakota Investment Law.
4. The Franchise Agreement and Development Agreement provide that the agreements shall be construed according to the laws of a state other than the State of North Dakota. In North Dakota the Franchise Agreement shall be governed according to the laws of the State of North Dakota.
5. Any provision in the Franchise Agreement or Development Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
6. Any provision in the Franchise Agreement or Development Agreement requiring a franchisee to consent to a waiver of exemplary and punitive damages is unfair or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.
7. Any provision in the Franchise Agreement or Development Agreement which requires the franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Law.
8. Any provision in the Franchise Agreement or Development Agreement which requires that the franchisee to consent to a limitation of claims shorter than that provided for under Section 51-19-09 of the North Dakota Law has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Law.

9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

RHODE ISLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises and franchisees subject to the Rhode Island statutes and regulations, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Seniors Helping Seniors, LLC Franchise Disclosure Document.

Item 17:

1. §19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in the franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”
2. The Rhode Island Franchise Investment Act requires a franchisor to deliver a copy of a disclosure document reflecting all material changes together with a copy of all proposed agreements relating to the sale of the franchise at the earlier of: (i) the prospective franchisee’s first personal business meeting with the franchisor which is held for the purpose of discussing the sale or possible sale of the franchise, or (ii) ten business days prior to the execution of an agreement or payment of any consideration relating to the franchise relationship.

**SOUTH DAKOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE
AGREEMENT AND ~~DEVELOPMENT~~DEVELOPMENT AGREEMENT**

Neither Seniors Helping Seniors, LLC, nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the 10-year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.

Although the Franchise Agreement requires all arbitration proceedings to be held in Pennsylvania, the site of any arbitration started pursuant to the Franchise Agreement or Development Agreement will be at a site mutually agreed upon by you and us.

We may not terminate the Franchise Agreement or Development Agreement for a breach, for failure to meet performance and quality standards and/or for failure to make royalty payments unless you receive thirty (30) days prior written notice from us and you are provided with an opportunity to cure the defaults.

Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota.

The laws of the State of South Dakota will govern matters pertaining to franchise registration, employment, covenants not to compete, and other matters of local concern; but as to contractual and all other matters, the Franchise Agreement will be subject to the applications, construction, enforcement and interpretation under the governing law of Ohio.

Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

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.

Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota law.

Franchisor

Franchisee

**VIRGINIA ADDENDUM
TO THE FRANCHISE DISCLOSURE DOCUMENT**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Seniors Helping Seniors, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosures. The following statements are added to Item 17.H.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any 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.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

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.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's 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 contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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.

Use of Franchise Brokers. The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise brokers about a franchise. Do you own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

FRANCHISEE

**WISCONSIN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT NOTICE TO
PROSPECTIVE FRANCHISEES IN THE STATE OF WISCONSIN**

IN THE STATE OF WISCONSIN CHAPTER 135 OF THE WISCONSIN FAIR DEALERSHIP LAW GOVERNS THIS AGREEMENT. YOU MAY WANT TO REVIEW THIS LAW.

For franchises and franchisees subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the Seniors Helping Seniors, LLC Wisconsin Franchise Disclosure Document.

Item 17.

For Wisconsin Franchisees, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and Franchisee inconsistent with the Law.

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.

**RIDER TO STATE ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE
AGREEMENT, AND DEVELOPMENT AGREEMENT**

**FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND,
MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA,
WASHINGTON, WISCONSIN (EACH A “REGULATED STATE” AND COLLECTIVELY, THE “REGULATED
STATES”)**

This Rider to State Addendum to the Franchise Disclosure Document and Franchise Agreement and Development Agreement (as applicable) (“Rider”) is entered into by and between (i) Seniors Helping Seniors, LLC (“Franchisor”), and (ii) _____, a (individual/limited liability company/corporation) with an address at _____ (“Franchisee”).

- A. Concurrently with the execution of this Rider, Franchisor and Franchisee are entering into a franchise agreement (the “Franchise Agreement,”) and development agreement (as applicable) (“Development Agreement”), pursuant to which Franchisee will acquire the right and undertake the obligation to own and operate a franchised business (the “Franchised Business”) that may be located in, or subject to the regulations of, one of the Regulated States (the “Applicable Franchise Registration State”).
- B. Franchisor and Franchisee wish to amend the Franchise Agreement and Development Agreement (as applicable) as provided in this Rider.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Franchise Agreement is hereby amended as follows:

1. **NASAA SOP Acknowledgment.** Franchisee and Franchisor hereby acknowledge that the Statement of Policy regarding the use of franchise questionnaires and acknowledgments issued by the North American Securities Administrators Association, Inc. (“NASAA”), which went into effect on January 1, 2023, provides that questionnaires and acknowledgments that are used as contractual disclaimers that release or waive a franchisee’s rights under a state franchise law violate the anti-fraud and/or anti-waiver provisions of the statutes of the Regulated States. Accordingly, while the SOP remains in effect, or until such time as the regulations in the Regulated States are modified to adopt the restrictions on the use of acknowledgements and questionnaires as set forth in the SOP, for prospective franchisees that

reside in or are looking to operate a Franchised Business in any Regulated State, the Franchise Agreement and Development Agreement (as applicable) will be amended to include the following provision:

“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 and 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. **Franchise Agreement.** Franchisor and Franchisee agree and acknowledge that Sections XXII and XXVIII are hereby removed from the Franchise Agreement.
3. Except as provided in this Rider, the Franchise Agreement and Development Agreement (as applicable) remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

FRANCHISOR

SENIORS HELPING SENIORS, LLC

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE

[NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT J
STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Florida, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Utah, Virginia, Washington and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	June 16, 2023 <u>Pending Registration</u>
Hawaii	Effective <u>Pending Registration</u>
Illinois	April 7, 2023 <u>Pending Registration</u>
Indiana	April 2, 2023 <u>Pending Registration</u>
Maryland	Pending Registration
Michigan	November 4, 2022 <u>2023</u>
Minnesota	April 28, 2023 <u>Pending Registration</u>
New York	April 28, 2023 <u>Pending Registration</u>
North Dakota	April 19, 2023 <u>Pending Registration</u>
Rhode Island	June 15, 2023 <u>Pending Registration</u>
South Dakota	April 4, 2023 <u>Pending Registration</u>
Virginia	April 13, 2023 <u>Pending Registration</u>
Washington	June 9, 2023 <u>Pending Registration</u>
Wisconsin	March 27, 2023 <u>Pending Registration</u>

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K

RECEIPTS

RECEIPT # 1

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 Seniors Helping Seniors, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale or grant. New York and Rhode Island require 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, Oregon, Washington and Wisconsin 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 Seniors Helping Seniors, LLC 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, D.C. 20580 and the state agency listed on Exhibit A.

The franchise seller(s) offering this franchise is/are checked off below:

Namrata Yocom Jan, 50 Grandview Boulevard, Wyomissing Hills, PA 19609 _____
Dave Schaefer, Heather McPherson, and Sarah Van Aken, and Lydia O'Leary, BrandONE Franchise Development,
LLC, 7472 Kimberly Court, N. Maple Grove, MN 55311 (704) 641-
7328

Date of Issuance: March ~~27, 2023~~ 29, 2024.

Seniors Helping Seniors, LLC's agents to receive service of process are listed in Exhibits "A" and "B" to this disclosure document.

I have received the Seniors Helping Seniors Franchise Disclosure Document and Development Agreement dated March ~~27, 2023~~ 29, 2024. This disclosure document included the following Exhibits:

- A. List of State Agencies and Administrators
- B. Franchisor's Agent for Service of Process
- C. Franchise Agreement
- D. Table of Contents of the Confidential Operations Manual

- E. Development Agreement
- F. List of Franchisees
- G. Financial Statements
- H. Franchisee Disclosure Questionnaire
- I. State-Specific Addenda to the Franchise Disclosure Document
- J. State Effective Dates Page
- K. Receipts

Print Name

Date

(Signature) Prospective Franchise Owner

Print Name

Date

(Signature) Witness

(This receipt should be executed in duplicate. Receipt #1 must be signed and remains in the Franchise disclosure document as the prospective franchise owner's copy. Receipt #2 must be signed and returned to Seniors Helping Seniors, LLC.)

RECEIPT # 2

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 Seniors Helping Seniors, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale or grant. New York and Rhode Island require 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, Oregon, Washington and Wisconsin 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 Seniors Helping Seniors, LLC 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, D.C. 20580 and the state agency listed on Exhibit A.

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Dave Schaefer, Heather McPherson, and Sarah Van Aken, and Lydia O'Leary, BrandONE Franchise Development,
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Date

(Signature) Prospective Franchise Owner

Print Name

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(Signature) Witness

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