FRANCHISE DISCLOSURE DOCUMENT

ALL Franchising, LLC
A Delaware limited liability company
8100 E. Indian School Road, Suite 201
Scottsdale, Arizona 85251
Phone: (800) 267-7816
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Website: www.AssistedLivingLocators.com

ALL Franchising, LLC offers franchises for the operation of a home-based business that assists seniors and their families in locating assisted living facilities, memory care communities, nursing homes, senior care homes and independent living senior communities that meet their geographic, financial and clinical needs and preferences.

The total investment necessary to begin operation of an Assisted Living Locators franchise ranges from $74,235 to $94,459. This includes $62,995 to $63,344 that must be paid to us.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the franchisor by mail at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251, or by phone at (800) 267-7816.

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 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 26, 2023

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 "E".
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 "F" 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 Assisted Living Locators business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an Assisted Living Locators franchisee?	Item 20 or EXHIBIT "E" 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 requires you to resolve disputes with the franchisor by litigation only in Arizona. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Arizona than in your own state.

2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

3. **Spousal Liability.** Your spouse 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.

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.

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

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

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

(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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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ITEM 1 FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "we," "us" and "the Company" mean ALL Franchising, LLC - the franchisor. "You" means the person who buys an Assisted Living Locators franchise - the franchisee, and includes your partners if you are a partnership, your shareholders if you are a corporation, and your members if you are a limited liability company. For purposes of this Disclosure Document, an "ALL Business" refers to an Assisted Living Locators business, including any Assisted Living Locators business operated by us, our affiliates or a franchisee.

Franchisor, and any Parents, Predecessors and Affiliates

ALL Franchising, LLC is a Delaware limited liability company that was organized on August 22, 2022. Our principal business address is located at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251. Our telephone number is (800) 267-7816. Our agent for service of process is disclosed in EXHIBIT "B" to this Disclosure Document. We also do business under the name "Assisted Living Locators". We do not and have not engaged in any other line of business and have never offered franchises in any other line of business. We currently operate businesses of the type being offered under this disclosure document.

The Assisted Living Locators system founder, Angela Olea, opened the first ALL Business in Arizona in 2003. All Businesses have been franchised since May 2006. On August 23, 2022, we merged with CALLRN Franchise LLC, a Delaware limited liability company formed on February 3, 2006, with a principal business address of 7330 E. Earll Drive, Suite E, Scottsdale, Arizona 85251 and we are the surviving entity.

Our parent company is EHC Holding Company, LLC ("EHCH"), a Delaware limited liability company formed on October 25, 2021, with a principal business address of 630 Fifth Avenue, Suite 400, New York, New York 10111. On August 24, 2022, EHCH acquired our issued and outstanding membership interests from Assisted Living Locators Holdings, LLC. EHCH is directly or indirectly controlled by Riverside Micro-Cap Fund VI-A, L.P. which is part of The Riverside Company, a global private equity firm focused on investing in and acquiring growing businesses and it maintains its principal business address at 45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, New York 10111. On February 2, 2023, our Parent formed a subsidiary, Evive Brands, LLC ("Evive"), a Delaware limited liability company, with an address of 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251to serve as our, and our affiliates' parent.

As a result of the transaction, we are affiliated with Executive Home Care Franchising, LLC, a New Jersey limited liability company formed on June 5, 2012, with a principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. Since June 2012, Executive Home Care Franchising, LLC has offered franchises to operate businesses providing in-home comprehensive care and medical services to home care clients, and supplemental healthcare staffing services to institutional clients, under the mark "EXECUTIVE CARE YOUR HOME CARE COMPANY®". As of December 31, 2022, Executive Home Care Franchising, LLC had 21 franchises operating in the United States.

We are also affiliated with B & P Burke, LLC, a California limited liability company that was incorporated on May 8, 2014 and converted to a limited liability company on November 16, 2022. B & P Burke, LLC has an address of 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251, and has offered franchises to operate businesses providing estates sale and business liquidation services under the mark "Grasons". As of December 31, 2022, B&P Burke, LLC had 31 franchises operating in the United States.

Our affiliate ALL Licensing, LLC is a Nevada limited liability company formed on August 22, 2022, with a principal business address of 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251. All Licensing owns the "Assisted Living Locators" service marks and has licensed them to us (see Item 13).

Except as noted above, we do not have any affiliates that: (a) offer (or have ever offered) franchises in this or any other line of business; or (b) provide goods or services to our franchisees.

Description of Franchised Business

If we award you a franchise, you will establish and operate a home-based business that assists seniors and their

families in locating assisted living facilities, memory care communities, nursing homes, senior care homes and independent living senior communities ("Senior Communities") that meet their geographic, financial and clinical needs and preferences (your "Business"). Although the scope of an ALL Business is currently limited to providing placement and related services, we may expand the scope of the business to include the sale of related products or merchandise in future.

Your clients will include families in need of senior housing options. You will conduct an assessment of each client's unique situation and needs (for example, budget, health care needs, religious affiliations, mobility requirements, social needs, etc.). Based on the results of the assessment, you will provide your client with information regarding Senior Communities that may be a good match for their needs. Once your client selects a Senior Community, you will help facilitate the placement.

As a franchisee, one of your important responsibilities will be inspecting, evaluating and establishing relationships with Senior Communities that are located within the geographic area we designate (your "Territory"). You must sign a Referral Network Participation Agreement (a "Marketing Agreement") with each Senior Community to whom you refer potential clients (some Senior Communities will not sign Marketing Agreements or may require that you utilize their form of Marketing Agreement). Under the Marketing Agreement, you agree to: (a) provide certain marketing services on behalf of the Senior Community; and (b) provide information about the Senior Community to your clients whose needs match the characteristics and attributes of the Senior Community.

From time to time, a franchisee may need to work with another franchisee to place a client with a Senior Community located in the other franchisee's territory. We developed policies and procedures for these situations, referred to as our "Referral Program". Our Referral Program (described in more detail in Item 12) establishes a framework for ALL Businesses to work together in a collaborative manner to achieve the best result for the client.

In order for you to serve as a more complete and valuable resource for your clients, we encourage you to identify and establish referral relationships with reputable providers of complementary senior care services, such as real estate agents, downsizing specialists, home health experts, financial planners, financing companies and elder-care attorneys ("Senior Service Providers"). Depending on your client's needs, you may refer them to an appropriate Senior Service Provider for purposes of providing them with the additional assistance they need. Senior Service Provides may also have clients in need of placement services that they can refer to you.

In order to generate a consistent flow of new clients, we strongly encourage you to establish referral relationships with hospitals, insurance companies, HMO's, transitional care companies and other similar types of businesses or institutions that are in a position to refer clients in need of placement services ("Referral Sources"). You must focus your efforts on establishing relationships with Referral Sources that are located within your Territory. If you establish a relationship with a Referral Source, such as an Employee Assistance Program, that refers 10 or more leads per month and at least 20% of the leads involve placements outside of your Territory, we may require that you transition the Referral Source to us, in which case we may, but need not, pay you compensation for leads that are placed with Senior Communities located outside of your Territory.

Your clients do not pay you for your services. Instead, when you place a client with a Senior Community in your Territory, the Senior Community pays you a fee. The fee may be calculated as a percentage of the fees that the Senior Community charges or it may be a flat fee. Similarly, when you refer a client to a Senior Service Provider, the Senior Service Provider may pay you a referral fee under the terms of the Referral Services Agreement. Some Senior Service Providers choose not to pay referral fees.

Each ALL Business is granted a license to use: (a) certain logos, service marks and trademarks, including the service mark "Assisted Living Locators®" (collectively, the "Marks"); and (b) the system we developed for the operation of an ALL Business (the "System"), the distinctive characteristics of which include our:

- logo
- trade secrets

- client assessment tools and techniques
- marketing strategies
- lead generation programs
- referral programs
- operating system

The operational aspects of an Assisted Living Locators franchise are contained within our confidential Brand Standards Manual (the "Manual").

If we award you a franchise, you must sign the form of franchise agreement attached to this Disclosure Document as EXHIBIT "C" (the "Franchise Agreement"). You must develop, open and operate your Business in accordance with Franchise Agreement.

Market and Competition

The target market for ALL Businesses consists of seniors (65 years and older) and their families (45-65 years). The market for assisted living placement services is growing and, based on current statistics and projections, will continue to grow due to the increasing number of seniors in need of assisted living, senior housing and care services. The market for senior placement services is moderately competitive. You will compete with other businesses that offer referral and senior placement services. Examples include local senior-assisted living placement agencies, hospice, non-medical home health care agencies, as well as nursing homes and other out-of-home senior living facilities. Some of our competitors operate through franchise systems. We will assist you in locating and understanding your local competitors after you sign the Franchise Agreement.

Laws and Regulations

You must comply with all federal and state licensing and regulatory requirements relating to the operation of your Business.

Some states have laws that prohibit or restrict the manner by which assisted living facilities can pay persons that refer or place clients with the facility. For example, Nevada prohibits assisted living facilities from paying persons that refer or place clients with the facility. However, Nevada law does not prohibit the client, or the family of the client, from paying the person providing the referral or placement services. Texas and Oklahoma have laws that prohibit charging a percentage fee and arranging for transportation of the senior (but not necessarily the senior's family members) to see a facility. Some states only allow an assisted living facility to pay a person for referring or placing clients with the facility if certain conditions or exemption criteria are met. For example, some states only allow for payment of referral fees if the conditions for the referral services exemption are met under the Medicare or Medicaid anti-kickback law or safe harbor regulations (i.e., the federal anti-kickback statute that prohibits the direct payment of referral fees for federal healthcare programs). In states that have laws similar to those discussed in this paragraph, we will alter our System, if needed, to accommodate these laws.

You may also need to comply with the Health Insurance Portability and Accountability Act of 1996 and Title XIII of the American Recovery and Reinvestment Act of 2009. You must sign the form of HIPAA Business Associate Agreement that we specify from time to time. Our current form of HIPAA Business Associate Agreement is attached to this Disclosure Document as EXHIBIT "G"-4.

In addition to the industry-specific laws above, you must comply with all laws that apply to businesses generally, including laws governing discrimination and sexual harassment in the work place, minimum wage, smoking in public areas, EEOC and OSHA standards, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes.

There may be other local, state and/or federal laws or regulations pertaining to your Business with which you must comply. We strongly suggest that you investigate these laws before buying this franchise.

ITEM 2 BUSINESS EXPERIENCE

Manager and Chairman of Board of Managers: John Gustafson

Mr. Gustafson has served as a Manager and Chairman of our Board of Managers since August 24, 2022. He has served in the same roles for our parent Evive and our affiliate Executive Home Care Franchising, LLC since November 1, 2021, and for our affiliate B&P Burke, LLC since November 2022. Previously, Mr. Gustafson served as President, CEO and Board member of Nexant in San Francisco, California from July 2017 through May 2021.

Chief Executive Officer: Tim Hadley

Mr. Hadley has served as our Chief Executive Officer since August 24, 2022. Since December 2021, he has served as the Chief Executive Officer for our parent Evive and our affiliate Executive Home Care Franchising, LLC, and has served in the same role for our affiliate B&P Burke, LLC since November 2022. Previously, Mr. Hadley served as President and CEO of South Bay Homecare of Torrance, California from April 2021 until December 2021. Mr. Hadley was a Senior Advisor to Devonshire Partners of Los Angeles, California from December 2020 until April 2021. From December 2019 through November 2020, Mr. Hadley was an Entrepreneur in Residence at Rivers City Capital Fund in Cincinnati, Ohio. From February 2018 until November 2019, Mr. Hadley was Vice President of IVX Health in Brentwood, Tennessee.

Brand President and Founder: Angela Olea, RN, CFE

Angela Olea has held the following positions with us in Scottsdale, Arizona: (a) Brand President since August 2022; (b) President of CALLRN Franchise LLC from February 2006 to August 2022; and (b) Chief Executive Officer of CALLRN Franchise LLC from July 2013 to August 2022. From September 2003 to January 2020, Ms. Olea served as President and Chief Executive Officer of Certified Assisted Living Locators, LLC, in Scottsdale, Arizona.

Director of Operations: Angelica Olea

Angelica Olea has been our Director of Operations since August 24, 2022, having previously served as our VP of Operations from March 2022. From February 2018 to March 2022, she served as CALLRN Franchise LLC's Franchise Support Manager. From January 2013 to January 2020, she was employed by Certified Assisted Living Locators, LLC, in Scottsdale, Arizona as: (a) Franchise Support Manager (February 2018 to January 2020); and (b) Administrative Assistant (January 2013 to February 2018).

Secretary and Manager: Caroline Peck

Ms. Peck has served as our Secretary and a Manager since August 24, 2022. Since November 1, 2021, she has served in the same roles as well as President for our parent Evive and our affiliate Executive Home Care Franchising, LLC, and has served as Secretary and Manager for our affiliate B&P Burke, LLC since November 2022. Ms. Peck currently is a Senior Associate in The Riverside Company, in its Santa Monica, California office, and has been with the company since 2016.

Vice President and Manager: L. Joseph Lee

Mr. Lee has served as our Vice President and a Manager since August 24, 2022 and has served in the same roles for our parent Evive and our affiliate Executive Home Care Franchising, LLC since November 1, 2021, and our affiliate B&P Burke, LLC since November 2022. Mr. Lee currently is a Senior Partner in the Riverside Company, having been with the company since March 2006, located in its Cleveland, Ohio office.

Chief Financial Officer: Gregory Esgar

Mr. Esgar has served as our Chief Financial Officer since August 24, 2022, and has served in the same role with our affiliate Executive Home Care Franchising, LLC and our parent Evive since May 2022. Since November 21,

2022, he has served as Chief Financial Officer with our affiliate B&P Burke, LLC. From April 2018 until May 2022, Mr. Esgar served as Chief Financial Officer for Prose Franchising in Phoenix, Arizona. Mr. Esgar served as Chief Financial Officer of BrightStar Care from September 2016 until April 2018, in Gurnee, Illinois.

Chief Growth Officer: Jason Wiedder

Mr. Wiedder has served as our Chief Growth Officer since August 24, 2022 and has served in the same roles for our parent Evive and our affiliate Executive Home Care Franchising, LLC since December 2021, and our affiliate B&P Burke, LLC since November 2022. He served as Vice President of Franchise Development from March 2018 until December 2021 for Always Best Care located in Roseville, California. Previously, Mr. Wiedder was the Vice President of Franchise Development at Brain Balance, in Walnut Creek, California, from June 2017 until March 2018. From February 2015 to June 2017, he served as Vice President of Franchise Development for A Right Place for Seniors in Chino Hills, California.

ITEM 3 LITIGATION

Pending Matters

CALLRN Franchise, LLC d/b/a Assisted Living Locators v. Vasia Corporation, Aaron Mishkin and Valerie Clark, Case No. 01-22-0000-9785

On March 3, 2022, we filed a demand for arbitration against former franchisees Aaron Mishkin ("Mishkin") and Valerie Clark ("Clark") and their corporate entity, Vasia Corporation (collectively, "Respondents"). On February 9, 2022, we terminated 4 Franchise Agreements with Mishkin and Clark due to their failure to timely pay the minimum monthly Royalty Fee and Technology Fee. We filed the arbitration demand after Respondents' payment was returned for insufficient funds and Respondents failed and refused to reimburse us for the past due fees. The arbitration demand alleges that Respondents materially breached the Franchise Agreements and seeks recovery of the past due fees, future unpaid Royalty Fees for the remainder of the unexpired initial terms of the Franchise Agreements in the amount of the minimum monthly fees due under Section 7.2 of the Franchise Agreements, together with our reasonable attorneys' fees and costs pursuant to Section 13.4 of the Franchise Agreements and A.R.S. § 12-341.01.

On March 28, 2022, Respondents filed their answering statement in which they deny owing the past due and future unpaid fees. On June 21,2022, Respondents filed counterclaims alleging: violation of the California Franchise Investment Law; unfair competition and business practices; violation of the Arizona Consumer Fraud Act; fraudulent inducement; constructive fraud post-sale; breach of fiduciary duty;, breach of the implied covenant of good faith and fair dealing/breach of duty of candor; breach of the implied covenant of good faith and fair dealing/breach of duty of loyalty; tortious bad faith breach of contract; negligence; and unjust enrichment. The Respondent based their counterclaims on alleged misrepresentations in Item 19 of our Franchise Disclosure Document based on the methodology for disclosing Gross Invoiced Revenues and Gross Collected Revenues. Respondents are seeking rescission of their 4 Franchise Agreements, an unspecified amount of compensatory damages (including return of their franchise fees and investment) and an award of their costs and reasonable attorneys' fees. The parties are currently engaged in discovery and the arbitration hearing has not yet been scheduled.

Concluded Matters

CALLRN Franchise LLC and Assisted Living Locators Licensing, LLC v. JL2 Holdings, Inc., Lara Dickerson, Assisted Living Michelle Cohen, LLC and Michelle Cohen, Case No. 2:20-cv-01091-MTL

On June 3, 2020, we and our affiliate, ALL Licensing, LLC (formerly known as Assisted Living Locators Licensing, LLC), filed a lawsuit against a former franchisee and her independent contractor in the United States District Court for the District of Arizona. The Defendants included the franchisee entity, JL2 Holdings, Inc. ("JL2H"), and its owner, Lara Dickerson ("Dickerson"), as well as the franchisee's independent contractor, Michelle Cohen ("Cohen") and her entity, Assisted Living Michelle Cohen, LLC ("ALMC").

On May 29, 2020, we terminated 3 Franchise Agreements with JL2H due to its operation of unauthorized websites and social media and repeated refusal to submit monthly Gross Revenues reports. We and our affiliate filed the lawsuit after discovering that Defendants were operating a competing business and continuing to use our Marks following our termination of the Franchise Agreements. The Complaint alleged that Defendants' operation of a competing business violated the post-termination noncompetition covenants imposed under the Franchise Agreements and Brand Protection Agreements. The Complaint also alleged trademark infringement based on Defendants continued use of our Marks. We sought preliminary and permanent injunctive relief and damages.

Defendants subsequently brought a counterclaim alleging that our termination of the Franchise Agreements breached the terms of a mutual release contained within a standardized amendment (the "Amendment") that we entered into with JL2H and numerous other franchisees. The purpose of the Amendment was to provide franchisees with certain financial relief to mitigate the financial hardships they faced as a result of the COVID-19 pandemic. Specifically, defendants claimed that: (i) we waived their defaults when we signed the Amendment; and (ii) our subsequent termination of the Franchise Agreements on the basis of those defaults was unlawful. The defendants sought an unspecified amount of damages, attorneys' fees and court costs.

On June 23, 2020, the Court granted our request for injunctive relief as to defendants Cohen and ALMC. Specifically, the court prohibited the defendants from: (i) competing with us for a 2-year period; and (ii) continuing to use our Marks. On October 2, 2020, defendants Dickerson and JL2H entered into a Settlement Agreement with us to resolve the dispute. Pursuant to the Settlement Agreement: (i) we, through our insurer, agreed to repurchase JL2H's 3 franchised territories and reimburse certain expenses in the total sum of $46,190; (ii) JL2H and Dickerson agreed to return 2 telephone numbers associated with our trademarks and proprietary information; (iii) JL2H agreed to comply with the post-termination noncompetition covenant, other than placement services rendered by Dickerson for friends and family without charge; and (iv) the parties dismissed the lawsuit with prejudice and signed mutual general releases, with each party bearing its own costs and attorneys' fees.

Except for the two actions listed 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

You must pay us the following nonrefundable initial fees.

Initial Franchise Fee

When you sign the Franchise Agreement, you pay us a nonrefundable $49,900 initial franchise fee. However, if you obtain SBA funding you pay us 10% of the initial franchise fee when you sign the Franchise Agreement and the 90% remaining balance 20 days after you sign the Franchise Agreement.

We currently offer the following discounts:

Multi-Territory Discount: If you purchase multiple territories at the same time, you pay a nonrefundable $49,900 initial franchise fee for your first territory, a nonrefundable $39,900 initial franchise fee for the second territory, and a nonrefundable $34,900 initial franchise fee for the third and subsequent territories purchased at that time.

Small-Territory Discount: In rare circumstances, we may agree to sell a franchise for a territory smaller than our standard territory for a reduced initial franchise fee. This fee would be determined on a case-by-case basis.

Veteran Discount: We participate in the International Franchise Association (IFA) VetFran program. If you are a veteran that served in the United States military and was honorably discharged, we will discount your initial franchise fee by 10%.

Diversity Ownership Discount: We provide a 5% discount off the initial franchise fee for the first franchise purchased to eligible first-time who buyers who self-identify as Black, Asian, Hispanic and Native American buyers, or otherwise belonging to a racial or ethnic minority group.

Registered Nurse Discount: If you are a registered nurse, we will discount your initial franchise fee by 10%.

* Discounts may not be combined. For example, if you qualify for the veteran, diversity ownership or registered nurse discount, you will only receive a 10% discount (not 25%).

Except for the discounts described above, the initial franchise fee is uniformly imposed.

Business Set-Up Fee

When you sign the Franchise Agreement, you pay us a nonrefundable $10,000 business set-up fee. The business set-up fee covers the costs to provide you with a variety of services and materials, including the following:

- the pre-opening initial training program we conduct for your Managing Owner and high-level managers at our corporate headquarters
- a 2-day onsite training program we conduct in your Territory within the 12-month period after you open your Business (we only provide this training for the 1st franchised territory you purchase, and we reserve the right in our sole discretion to designate a substitute training or coaching program if we believe it would be more appropriate for your success and/or to postpone this training to take place at a date that is more than 12 months after you open your Business)
- access to support from an operations representative prior to initial training
- tuition for one individual to attend Dementia Care Certification training
- setting up a local landing page to promote your Business (which will be linked to our corporate website)
- setting up your social media platforms

The business set-up fee is uniformly imposed. However, in 2022 we reduced the business set-up fee to $7,500 for one franchisee and $6,000 for another franchisee, since both of these franchisees had prior senior care experience and were purchasing existing territories (e.g., "resales"). In 2022 we also reduced the business set-up fee to $5,000 for all franchisees that were purchasing a 2nd territory.

Marketing Fee

When you sign the Franchise Agreement, you pay us a nonrefundable $3,000 marketing fee that we use to market and promote your Business during the ensuing 60-day period. The marketing fee also covers the initial supply of marketing materials we provide to you (estimated to be a 150 to 180-day supply). We may retain up to 20% of the marketing fee to compensate us for the marketing and advertising services we provide on your behalf. At our option, we may either directly perform the marketing and advertising services ourselves or we may outsource these functions to one or more suppliers of our choosing. At any time, we may require that you spend this amount directly with third-party suppliers on approved marketing and advertising (rather than paying us). The marketing fee is uniformly imposed.

ALL-IN – Initial Setup Fee

We will grant you a license to use Assisted Living Locators Integrated Network ("ALL-IN"), which is our proprietary business management database. When you sign the Franchise Agreement, you pay us a nonrefundable $495 one-time initial setup fee for ALL-IN (you pay us monthly licensing fees after opening). The initial setup fee uniformly imposed.

ALL-IN – Website Annual Fee

You have the option, but not the obligation, to develop a stand-alone website for your Business using the tools provided through ALL-IN. If you choose to do so, you must pay us a nonrefundable annual licensing fee of $349 per year. The first installment is due on the date we first incur any costs relating to the development of the

website (which may be prior to opening) and will be pro-rated from the payment date through January 2nd. All subsequent annual licensing fees are due on January 2nd of each year. The annual license fee is uniformly imposed. You may choose to develop a stand-alone website at any time during the term of the Franchise Agreement (assuming we still offer the option to develop stand-alone websites).

* We reserve the right to deny a franchisee's request to develop a stand-alone website on any reasonable grounds, including if the franchisee is in default under the Franchise Agreement (including violations of the Manual and/or Franchisee Code of Conduct) or if the franchisee is new and lacks sufficient understanding of our brand.

ITEM 6 OTHER FEES

TYPE OF FEE [1]	AMOUNT	DUE DATE	REMARKS
Royalty Fee	Greater of (a) 8% of Gross Collected Revenues [2] or (b) the minimum royalty fee	20th day of month for prior month's operations	See Note 3.
Referral Fee (Corporate Leads Program)	Amount we specify (not to exceed 30% of Gross Collected Referral Proceeds) [4]	Same as royalty fee	See Note 4.
Marketing Fee	$1,000 per month for 2nd through 5th full month after opening date, and $500 per month for remainder of term	1st day of each month	See Note 5.
Brand and System Development Fund Fee	Greater of (a) 2% of Gross Collected Revenues [2] or (b) the minimum brand fund contribution.	Same as royalty fee	See Note 6.
Ongoing Training & Assistance Fees	Varies, then current fee	Prior to training (for initial training program) 10 days after invoice (for other training or assistance)	See Note 7.
Conference Registration Fee	$500 per conference for 2 attendees plus $350 for each additional attendee	60 days prior to conference or as otherwise invoiced	See Note 8.
Technology Fee	Varies	Varies	See Note 9.
Product Purchases	Varies depending on item purchased	10 days after invoice	We may, but need not, be a supplier for certain items purchased by franchisees, such as marketing material, equipment and operating supplies. We may also be a supplier for certain services. If we supply any goods or services, we will provide you with a price list upon request.
New Product or Supplier Testing	Cost of testing	10 days after invoice	This covers the costs of testing new products or inspecting new suppliers you propose.

TYPE OF FEE [1]	AMOUNT	DUE DATE	REMARKS
Renewal Fee	$7,500	At time you sign Renewal Agreement	None.
Transfer Fee	$10,000 ($2,500 if buyer is existing franchisee)	Before transfer	Payable when you transfer or sell your franchise. No charge if franchise transferred to an entity you control or for certain transfers of ownership interests between existing owners. If the buyer is found by a broker we engage, you must also reimburse us for all commissions we pay to the broker. If you sign a Franchise Resale Agreement you must pay both the transfer fee and the Broker Commission or resale assistance fee.
Broker Commission / Resale Assistance Fee	Either Broker Commission we pay to Broker or $10,000	At time of transfer.	We offer an optional service to provide franchise sales assistance to franchisees interested in selling their business. Franchisees who use this service must sign a Franchise Resale Agreement with us (the current form is attached as EXHIBIT "G"-7) and either (a) reimburse us for all amounts we pay third-party brokers, referral agents, sales agents, development agents or lead generation sources (a "Broker") relating to the sale (a "Broker Commission") or (b) pay us a $10,000 resale assistance fee if buyer is not procured by a Broker to whom a Broker Commission is owed relating to the sale.
Fines	$1,000 per day if you fail to perform background check on employee; up to $2,500 per incident for other violations	Upon demand	Payable if you fail to comply with a mandatory standard or operating procedure (including timely submission of required reports or Franchisee Code of Conduct) and do not cure the non-compliance within the time period we require. We may impose an additional fine for every 48 hours the non-compliance issue remains uncured after we impose the initial fine. We will deposit all fines into the brand fund.
Audit Fee	$2,500 plus actual audit costs incurred (including travel and lodging expenses for audit team)	10 days after invoice	Payable only if the audit (a) reveals you understated any amount owed to us by at least 2% or (b) is necessary because you fail to send us required information or in a timely manner.
Late Fee	Lesser of 18% of amount past due or highest rate allowed by applicable law	10 days after invoice	None.
Indemnification	Amount of our damages, losses or expenses	10 days after invoice	You must indemnify and reimburse us for any damages, losses or expenses we incur due to the operation of your Business, your breach of the Franchise Agreement or joint employer claims.
Attorneys' Fees and Costs	Amount of attorneys' fees and costs we incur	Upon demand	You must reimburse us for all attorneys' fees and other costs we incur relating to your breach of any term of the Franchise Agreement or any other agreement with us or our affiliates.

TYPE OF FEE [1]	AMOUNT	DUE DATE	REMARKS
Reimbursement of Insurance Costs	Amount of expenses we incur (including premiums)	10 days after invoice	If you fail to obtain and maintain the insurance we require, and we elect to do so on your behalf, you must reimburse us.
Mandatory Conference Attendance Fee	Up to $2,000 per conference, plus cost of travel and lodging.	On the date we specify, which will be in advance of the conference date.	We have the right to require you (or your Managing Owner) to attend our Mandatory Conference, which generally will be held annually. You must pay us the Mandatory Conference Attendance Fee in advance of the conference date, on the date we specify. You are responsible for all of your travel and living expenses.

Notes:

1. All fees are imposed by and payable to us. All fees are nonrefundable and uniformly imposed. You must sign an ACH Authorization Form (attached to the Franchise Agreement as ATTACHMENT "D"), permitting us to electronically debit your designated bank account for all amounts owed to us and our affiliates (other than the initial franchise fee). You must deposit all Gross Collected Revenues into the bank account and ensure sufficient funds are available for withdrawal before each due date. You must deposit all revenues you receive in the designated bank account within 3 business days after receipt, including cash, checks and credit card receipts. You must pay us all taxes that are imposed upon us or that we are required to collect and pay by reason of the furnishing of products, intangible property (including trademarks) or services to you.

2. You must provide us with monthly reports of your Gross Collected Revenues. "Gross Collected Revenues" means all gross sums that you collect in any way relating to your Business, such as revenues from the sale or provision of goods or services, proceeds from business interruption insurance and referral fees that you collect, including referral fees paid by Referral Sources, Senior Care Providers, other ALL Businesses (such as fee splits under our Referral Program) or us (such as fee splits relating to a Regional Account, which is defined in Item 12). Gross Collected Revenues includes any Gross Collected Referral Proceeds (defined in Note 4 below) that you collect. With respect to fees generated through our Referral Program, Gross Collected Revenues only includes your share of the placement fee that you collect. Gross Collected Revenues excludes the following amounts (which you may deduct from your calculation of Gross Collected Revenues):

   - any referral fee you pay to us for a Corporate Lead
   - any placement fee you collect but pay to another ALL Business under our Referral Program
   - any sales or use tax you collect and pay to the applicable taxing authority
   - the wholesale price paid by you for any merchandise or other retail items that you sell (Gross Collected Revenues includes the difference between the retail price you receive from the sale of the item and the wholesale price you paid for the item)

3. You must begin paying us royalties after your opening date. Your "opening date" is the date listed on the "Certificate of Completion of Training" that we issue to you, regardless of when you actually begin providing senior placement services. The "minimum royalty fee" varies based on the number of months that have elapsed from your opening date, as further described in the table below:

Months after Opening Date	Minimum Monthly Royalty Fee
Months 1 (full or partial) and 2	$0 per month
Months 3 through 12	$500 per month
Months 13 through 24	$800 per month
Months 25 through 36	$1,100 per month

Months after Opening Date	Minimum Monthly Royalty Fee
Months 37 through end of term	$1,400 per month

4. If you place a Corporate Lead we refer to you, you must pay us a referral fee in the amount we specify from time to time. We may designate different referral fees for different types of Corporate Leads. For example, some referral fees may consist of a flat fee while others may be calculated as a percentage of the placement fee you collect. In no event will the referral fee exceed 30% of the gross sums that you collect from the Corporate Lead (referred to as "Gross Collected Referral Proceeds"). We reserve the right to collect the referral fee on all Gross Collected Referral Proceeds you generate from the Corporate Lead, including Gross Collected Referral Proceeds that consist of referral fees you receive from Senior Service Providers to whom you refer the Corporate Lead. You do not pay us a referral fee for any lead we send that does not qualify as a "Corporate Lead" (see "Corporate Leads Program" in Item 11 for more information). If we send you a Corporate Lead and you place the Corporate Lead under our Referral Program, our referral fee will come "off the top" and you and the other ALL Business will split the remainder of the placement fee in accordance with the terms of our Referral Program.

5. You pay us a monthly marketing fee that we use to market and promote your Business. We may retain up to 20% of the marketing fee to compensate us for the advertising and marketing services we provide. At any time, we may require that you spend this amount directly with third-party suppliers on approved marketing and advertising (rather than paying us). Under current policy, you only pay us marketing fees through the 5th full month after opening (after the 5th month you spend the marketing fee directly with third-party suppliers of advertising and marketing materials and services). If you fail to spend the required amount, we may require that you immediately pay us the deficiency amount which we will use to promote your Business. We may increase the marketing fee upon at least 30 days' prior notice, but any such increase will not exceed 10% in any 12-month period.

6. We have established and administer a brand and system development fund to promote public awareness of our brand and improve our System. You have no voting rights pertaining to the administration of the fund, the creation and placement of the marketing materials or the amount of the required contribution. Your obligation to pay us brand fund contributions commences on your opening date. As of the issuance date of this Disclosure Document, the "minimum brand fund contribution" is $300 per month. We may increase the minimum brand fund contribution (up to a maximum of $500 per month) upon 30 days' prior notice to you. Your contributions to the brand fund are in addition to the marketing fees you must pay us. From time to time, we may implement policies that place a "cap" on the maximum total expenditures a franchisee may be required to pay for marketing fees and/or contributions to the brand fund, although we are under no obligation to do so.

7. Before you open, we will provide our pre-opening initial training program for your Managing Owner and initial high-level managers in exchange for the business set-up fee. You must pay us an additional fee of $1,500 per person for: (a) any person that retakes initial training after failing the first attempt; and (b) any new Managing Owner or manager that attends our initial training program after you open.

   You may request that we provide onsite training or assistance in your Territory. If we agree to do so, you must pay us a fee of $2,500 per visit, which covers our training/assistance fee and our costs for meals, travel, and lodging for up to a 2-day visit. If we agree to visit your Territory for more than 2 days as part of a single visit, we may charge you an additional $1,250 for each additional day we visit. We do not charge you the $2,500 fee for the initial 2-day onsite training program that we conduct in your Territory within the 12-month period after you open your Business. We only provide a 2-day onsite training program (or substitute training or coaching program that we designate) for the 1st franchised territory that you purchase.

   You may request that we provide additional training or support beyond what we are required to provide under the Franchise Agreement. For example, you may request that we assist you in negotiating a Marketing Agreement with a Senior Community. If we agree to provide additional training or support you request (either remotely or at our corporate headquarters), we may charge you our then current fee, currently $125

per hour. Any additional training or support you request that is provided in your Territory (i.e., "onsite") will be subject to our then current onsite training fee, currently $2,500, instead of the hourly fee.

8. We may hold periodic conferences to discuss business and operational issues affecting ALL Businesses. Attendance is mandatory. In addition to the conference registration fees, you are responsible for all expenses and costs the conference attendees incur, including wages, travel and living expenses. If you fail to attend a mandatory conference, we may charge you a $1,000 non-attendance fee (we will make available to you any written conference materials distributed to conference attendees).

9. You must acquire and utilize all information and communication technology systems that we specify from time to time (the "Technology Systems"). The "technology fee" includes all amounts you pay us or our affiliates relating to the Technology Systems, including amounts paid for proprietary items and amounts we collect from you and remit to third-party suppliers based on your use of their systems, software, technology or services. The amount of the technology fee may change based on changes to the Technology Systems or the prices charged by third-party suppliers with whom we enter into master agreements. Although we do not currently do so, we reserve the right to include within the technology fee a commercially reasonable administrative fee to compensate us for the time, money and resources we invest in administering the technology platform and the associated constituent components, negotiating with third-party licensors and managing those relationships, and collecting and remitting technology fees owed to third-party licensors on behalf of franchisees under master license arrangements. The technology fee does not include any amounts you pay directly to third party suppliers for any component of the Technology Systems. As of the issuance date of this Disclosure Document, we charge a technology fee that covers the following technology-related goods and services and includes the following initial and ongoing fees:

TECHNOLOGY FEES*			
Licensed Product or Software	**Description of Licensed Product or Software**	**Initial Fee**	**Ongoing Fee**
ALL-IN	Our proprietary business management software you will use to operate your Business	$495 initial setup fee (due when you sign Franchise Agreement)	$199 per month for each block of 4 user licenses (due on 1st day of month)
Google Workspace (formerly known as "G Suite")	Collection of cloud computing, productivity and collaboration tools, software and products developed by Google, including your required email addresses/accounts	None	$20 per month per account (due on 1st day of month)
Optional Stand-alone Website	We currently give franchisees the option to create a stand-alone website utilizing tools supplied through ALL-IN	None	$349 per year (due January 2nd each year, although 1st payment due at time we first incur any costs relating to the website, and is pro-rated from the payment date through January 2nd)

* All fees described in the table above comprise our current "technology fee". We anticipate most franchisees will require 1 block license for ALL-IN and 2 Google Workspace accounts. We may increase the ALL-IN license fee on an annual basis. We may also increase the monthly fee for Google Workspace and other components of the technology fee upon 30 days' prior notice. We may prohibit you from developing a stand-alone website on any reasonable grounds. If we allow you to create a stand-alone website, we may terminate this right at any time upon at least 30 days' prior notice. We reserve the right to substitute different third party providers and you will be required to implement such changes upon written notice and will be solely responsible for all fees associated with such change.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE	**AMOUNT** [1]	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
Initial Franchise Fee	$49,500	Lump sum	At time you sign Franchise Agreement	Us
Business Set-Up Fee	$10,000	Lump sum	At time you sign Franchise Agreement	Us
Food, Lodging & Travel (1 person while training)	$1,000 to $1,500	As incurred	During training	Hotels, restaurants and airlines
Real Estate, Buildout and Improvements	Not Applicable – See Note 2			
Furniture & Furnishings (for home office)	$0 to $500	As incurred	Before opening	Suppliers
Technology Systems [3]	$0 to $3,000	Lump sum	Before opening	Suppliers
Technology Fees [4] (pre-opening)	$495 to $844	Lump sum	Before opening	Us
Marketing Fees [5] (pre-opening)	$3,000	Lump sum	Before opening	Us
Utility Deposits	$0 to $300	As incurred	Before opening	Utility companies
Certified Senior Advisor (CSA) Certification Fee [6]	$990 to $1,090	As incurred	Before opening or within 6 months after opening	Supplier
Dementia Care Certification Fee [7]	$0 to $125	As incurred	Before opening or within 3 months after opening	Supplier
Business Licenses	$50 to $1,000	As incurred	Before opening	Government agencies
Professional Fees	$300 to $3,000	Lump sum	Before opening	Lawyers & accountants
Vehicle [8] (title, registration, deposit & 3 lease payments)	$0 to $5,000	Installments	Before opening and 3 months after opening	Supplier
Vehicle "Wraps" (Optional)	$0 to $2,800	Lump sum	Before opening	Supplier
Insurance [9] (12 months' premium)	$1,700 to $2,600	Lump sum	Before opening	Supplier
Additional Funds [10] (3 months)	$7,200 to $10,200	As incurred	As incurred	Suppliers, employees and us
Total Estimated Initial Investment [11]	$74,235 to $94,459			

Notes:

1. We do not offer direct or indirect financing for any of these items. None of the fees payable to us are refundable. We are unaware of any fees payable to third party suppliers that are refundable.

2. Assisted Living Locators is a home-based business. Most franchisees do not purchase or lease separate commercial office space for purposes of operating the business. However, a few elected to do so. Since we

do not have any standards or specifications for offices or commercial facilities, we cannot estimate the costs. If you purchase or lease separate commercial office space, your initial investment will increase.

3. This includes your initial cost to purchase and set up your Technology Systems, including your smart phone and computer system. It does not include the initial or ongoing technology fees you pay us (these fees are disclosed in a separate line item). We estimate the cost to purchase a new smart phone and computer system (including required software but excluding the $495 ALL-IN setup fee) could range from $1,000 to $3,000. The cost varies depending on the specific computer and smart phone purchased. In many cases, franchisees already have a suitable smart phone and/or computer system that satisfies our requirements. The low estimate assumes you already own a suitable smart phone and computer system while the high estimate assumes you purchase a new smart phone and computer system.

4. This estimate includes the following technology fees:
   - $495 initial setup fee you must pay for ALL-IN
   - $349 annual license fee for the optional stand-alone website (the high estimate assumes you choose to create the stand-alone website while the low estimate assumes you choose not to)

5. You pay us a marketing fee that we use to market and promote your Business. The first payment is $3,000 and is due when you sign the Franchise Agreement. The 2nd payment is $1,000 and is due the 1st day of the 2nd full month of operation. The 3rd payment is $1,000 and is due the 1st day of the 3rd full month of operation. We do not require that franchisees spend any additional amounts on marketing during the initial 3-month period (other than the required contribution to the brand fund).

6. You must obtain your Certified Senior Advisor certification within 6 months after opening. We have negotiated a discounted fee for the certification program.

7. You must obtain your Dementia Care certification within 3 months after opening. The business set-up fee includes the cost for 1 person to attend the certification program. If you send more than 1 person to Dementia Care certification training, you must pay the licensor an additional fee of $125 per person. The low estimate assumes you send 1 person while the high estimate assumes you send a 2nd person.

8. Due to the nature of this business, you may need to travel to Senior Communities and client locations. At times you will "tour" Senior Communities with your clients. As a result, you must have access to a late-model vehicle that reasonably accommodates at least 2 passengers. We do not have any other standards or specifications for your vehicle. Most franchisees use their personal vehicle for the Business. The low estimate assumes you already own or lease an acceptable vehicle that you will use in the Business, in which case you will not incur any additional expense. The high estimate assumes you lease a separate vehicle for the Business, and includes an estimated deposit/administrative fee, title and registration fees, and 3 monthly lease payments. The cost of leasing a vehicle varies widely depending on the type of vehicle, whether the vehicle is new or used, the amount of your deposit, whether you trade in another vehicle (and if so, the value of that vehicle), your credit rating and leasing rates available in your area.

9. You must purchase the insurance policies we require through our designated insurance broker. In most cases, the initial 12-month premium for our required insurance is $1,750. However, the actual premium may be somewhat lower or higher in a few states. You are free to purchase any additional insurance you deem appropriate. The high estimate in the table above assumes you choose to purchase additional insurance beyond our minimum requirements.

10. This estimates your expenses during the first 3 months of operation, including:
    - payroll costs (excluding any wage or salary paid to you)
    - post-opening technology fees ($226 per month, including (a) $199 per month for ALL-IN monthly licensing fee and (b) $40 per month for 2 Google Workspace accounts)
    - post-opening marketing fees ($1,000 per month starting 2nd month after opening)

- call center fees (typically range from $50 to $350 per month) (our current preferred vendor also charges a $99 one-time set up fee)
- phone expenses
- utilities
- gas
- other miscellaneous expenses and required working capital

These figures are estimates based on the past experience of our franchisees and our affiliate in opening and operating ALL Businesses.

11. You may have additional expenses starting your Business. Your costs will depend on a variety of factors, including how closely you follow our methods and procedures; your management skills, experience and knowledge; the prevailing wage rate; competition; local demand for placement services; and the sales level achieved during the initial period. We strongly recommend you hire an accountant, business advisor or other professional to assist you in developing a budget for the construction, opening and operation of your Business.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Source Restricted Purchases and Leases - Generally

We require that you purchase or lease certain "source restricted" goods and services for the development and ongoing operation of your Business. By "source restricted," we mean that the good or service must meet our specifications and/or must be purchased from an approved or designated supplier (in some cases, an exclusive designated supplier, which may be us or an affiliate). Our specifications and list of approved and designated suppliers are contained in the Manual. We will notify you within 30 days of any changes to our specifications or list of approved or designated suppliers. We may notify you of these changes in various ways, including written or electronic correspondence, verbal or telephonic notification, amendments or updates to the Manual, bulletins, or other means of communication.

Supplier Criteria

Our criteria for evaluating a supplier include standards for quality, delivery, function, performance, design, appearance and price of the product or service as well as the dependability, reputation and financial viability of the supplier. Upon your request, we will provide you with any objective specifications pertaining to our evaluation of a supplier, although certain important subjective criteria (e.g., product appearance, design, functionality, etc.) are important to our evaluation but cannot be described in writing.

If you want to purchase or lease a source restricted item from a non-approved supplier, you must send us a written request for approval and submit any additional information that we request. We may require that you send us samples from the supplier for testing. We may also require that we be allowed to inspect the supplier's facilities. We will notify you of our approval or disapproval within 30 days after we receive your request for approval plus all additional information and samples that we require. We may, at our option, re-inspect the facilities and products of any approved supplier and revoke our approval if the supplier fails to meet any of our then-current criteria. You must reimburse us for all costs that we incur in reviewing a proposed supplier and testing the products.

Current Source Restricted Items

As described below in more detail, we currently require that you purchase or lease the following source restricted goods and services: vehicle; Technology Systems; insurance policies; marketing materials and services; website development services; and call center services. We estimate that 65% of the total purchases and leases that will be required to establish your Business and 40% of your ongoing operating expenses will consist of source restricted goods or services.

Vehicle

You must purchase, lease or have access to a late-model vehicle that can reasonably accommodate at least 2 passengers. You must insure this vehicle according to our requirements. The vehicle must be kept in good condition and regularly cleaned. You can purchase or lease your vehicle from any supplier of your choosing. If you choose to purchase and install "wraps," the "wraps" must comply with our standards and specifications and must be purchased from a supplier that we designate or approve. At all times, the Managing Owner (and each other person associated with your Business that drives your clients) must hold a valid driver's license.

Technology Systems

Your Technology Systems (including hardware, software, equipment, software applications, mobile apps and similar items) must meet our standards and specifications. Certain components of your Technology Systems must be purchased from approved or designated suppliers while other components may be purchased from any supplier of your choosing. We may also require that certain services relating to the establishment, use, maintenance, monitoring, security or improvement of your Technology Systems be purchased from approved or designated suppliers. Currently, we require that you license our proprietary business management database, ALL-IN, exclusively from us and we also require that you license and use QuickBooks (online version). ALL-IN is owned by our affiliate, Assisted Living Locators Licensing, LLC ("ALL Licensing"). ALL Licensing granted us a license to use (and the right to sublicense to our franchisees the right to use) the ALL-IN platform. You must also license your Google Workplace accounts exclusively through us. We reserve the right to substitute different third party Technology Systems providers and you will be required to implement such changes upon written notice and will be solely responsible for all fees associated with such change.

Insurance Policies

You must obtain the insurance coverage that we require from time to time (whether in the Franchise Agreement or in the Manual). Currently, we require that you purchase these policies exclusively through our designated insurance broker. The required coverage currently includes:

General Liability Occurrence coverage form

- Each Claim Limit BI / PD $1,000,000
- General Aggregate Limit of Liability $3,000,000
- Non-Owned / Hired Auto Liability $1,000,000

Professional Liability Occurrence coverage form

- Each Professional Incident $1,000,000
- Professional Aggregate Limit $3,000,000

You must also purchase worker's compensation and employer liability insurance as required by law, and any other limits and coverage that we periodically require. We strongly recommend, but do not require, that you purchase Sexual Abuse/Molestation coverage and Cyber Liability coverage. If you lease a vehicle for your Business, you are required to have a commercial auto policy. If you elect to continue your personal auto insurance policies, a "Business Use Endorsement" is required to be added to your automobile insurance policy with liability limits of at least $250,000/$500,000 split limits or $500,000 Combined Single Limit. You must also purchase a $1,000,000 personal umbrella policy. Proof of coverage is required annually depending on which type of vehicle you are using for your business. The required coverage and policies are subject to change. All insurance policies must be endorsed to: (a) name us as an additional insured; (b) contain a waiver by the insurance carrier of all subrogation rights against us; and (c) provide that we receive at least 10 days' prior written notice of the termination, expiration, cancellation or modification of the policy. You are free to purchase any additional insurance that you deem appropriate.

Marketing Materials and Services

All marketing materials must comply with our standards and specifications. We must approve your marketing

materials before you use them. You must purchase all branded marketing materials only from us or other suppliers we designate or approve. You must purchase your initial supply of marketing materials exclusively from us. We currently require you to purchase additional marketing materials through an online store we created through a promotional vendor. We may also require that you utilize a designated or approved supplier to conduct social media and/or other marketing on your behalf. We are the exclusive supplier of certain initial and ongoing marketing and promotional services that we conduct in exchange for the business set-up fee and marketing fees.

Website Development Services

You have the option to create a separate stand-alone website for your Business. However, we may prohibit you from doing so upon any reasonable grounds (for example, if you are not in compliance with the Franchise Agreement, the Manual or the Franchisee Code of Conduct). If you elect to do so, you must create the website utilizing the tools provided through ALL-IN and you must pay us an annual licensing fee for your website.

Call Center Services

You may utilize the third-party call center we designate for purposes of answering client calls, including outside of normal business hours. In the future, we may operate a call center ourselves in which case you may be required to pay us for call center services. You may propose the use of another call center. We have the right to approve or disapprove of your request in our reasonable discretion.

Purchase Agreements

From time to time, we may negotiate relationships with suppliers to enable our affiliates and franchisees to purchase certain items at discounted prices. If we succeed, you may purchase these items at the discounted prices we negotiate (less any rebates or other consideration paid to us). Alternatively, we may purchase items in bulk and resell them to you at our cost plus a reasonable markup.

As of the issuance date of this Disclosure Document, we have negotiated purchase agreements (including pricing terms) for the following goods and services:

- QuickBooks
- Infiniti payroll
- marketing materials and office supplies
- lead generation services
- insurance policies
- CSA certification program
- Dementia care certification program
- Universal Background Screen
- various in-home care service providers (these providers may pay you a referral fee for each referred client that ends up purchasing the services of that provider)

You do not receive any material benefits for using designated or approved suppliers other than having access to any discounted pricing we negotiate. There are no purchasing cooperatives, although we may establish them in the future.

Franchisor Revenues from Source Restricted Purchases

We are currently the exclusive designated supplier for the following goods and services:

- Your initial supply of marketing materials we provide in exchange for the marketing fee
- Certain initial and ongoing marketing and promotional services and business development tools we provide in exchange for the business set-up fee and marketing fees

- Certain initial and onsite training we provide in exchange for the business set-up fee
- Certain support we provide prior to initial training in exchange for the business set-up fee
- Our proprietary business management database, ALL-IN (including the separate website that may be created utilizing ALL-IN)
- The Google Workspace accounts you must utilize

We generate revenues from these purchases. We may designate ourselves as an approved or designated supplier for other items in the future.

We may receive rebates, payments or other material benefits from suppliers based on franchisee purchases and we have no obligation to pass them on to our franchisees or use them in any particular manner. We currently receive a credit equal to 10% of all purchases of marketing materials made by franchisees through the online store that we created with a promotional supplier. This credit is applied against purchases of marketing goods and services made by the brand and system development fund. We also may retain up to 20% of the marketing fees in exchange for the marketing and advertising services we provide on your behalf.

No persons affiliated with us are currently an approved (or the only approved) supplier. As a result, none of our affiliates derived any revenues during the fiscal year ended December 31, 2022, based on franchisee purchases and leases from suppliers. There are no approved or designated suppliers in which any of our officers owns an interest.

Our total revenues during the fiscal year ended December 31, 2022, were $3,215,316.86. During that year, we received a total of $407,110.96 in revenue based on franchisee purchases and leases from suppliers (consisting of $193,500 in business set-up fees and $213,610.96 in technology fees paid to us), which represents 12.7% of our total revenues for the year.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Section 7.1	Item 7 & Item 11
b. Pre-opening purchases/leases	Section 6.2, 7.2, 11.13 & 16.1	Item 5, Item 7, Item 8 & Item 11
c. Site development and other pre-opening requirements	Section 7.2 & 7.3	Item 6, Item 7 & Item 11
d. Initial and ongoing training	Section 5	Item 6 & Item 11
e. Opening	Section 7.3	Item 11
f. Fees	Section 4.2, 5, 6.2, 6.3, 6.4, 6.5, 6.6, 6.10, 6.11, 8.4, 10, 11.15, 11.19, 14, 16.1, 17.2, & 20.2	Item 5 & Item 6
g. Compliance with standards and policies/Operating Manuals	Section 6.1, 7.2, 10.3, 11 & 18.1	Item 11
h. Trademarks and proprietary information	Section 18	Item 13 & Item 14
i. Restrictions on products/services offered	Section 11.3	Item 16
j. Warranty and client service requirements	Section 11.18	Not Applicable

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
k. Territorial development and sales quotas	Section 12	Item 12
l. Ongoing product/service purchases	Section 11.13	Item 8
m. Maintenance, appearance and remodeling requirements	Section 7.2 & 11.14	Item 11
n. Insurance	Section 16.1	Item 6 & Item 7 & Item 8
o. Advertising	Section 10	Item 6, Item 7 & Item 11
p. Indemnification	Section 19	Item 6
q. Owner's participation/ management/staffing	Section 8	Item 11 & Item 15
r. Records/reports	Section 16.2 & 16.3	Item 6
s. Inspections/audits	Section 17	Item 6 & Item 11
t. Transfer	Section 20	Item 17
u. Renewal	Section 4	Item 17
v. Post termination obligations	Section 22	Item 17
w. Non-competition covenants	Section 15	Item 17
x. Dispute resolution	Section 23	Item 17
y. Franchise Owner Agreement (brand protection covenants, transfer restrictions and financial assurance for owners and spouses)	ATTACHMENT "C"	Item 15

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee any of your notes, leases or obligations.

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

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

Before you open your Business, we will:

1. License you the Marks necessary to begin operating your Business. (Section 2)
2. Provide telephonic guidance regarding site selection if you choose to establish a separate office and request our help identifying a suitable location. See Section below entitled "Site Development" for additional information. (Sections 7.1)
3. Provide access to our Manual, which will help you establish and operate your Business. See Section below entitled "Manual" for additional information. (Section 6.1)
4. Provide the written specifications for the goods and services you must purchase to establish your Business, as well as a written list of approved and/or designated suppliers for purposes of acquiring these goods and services. We do not deliver or install any items that you purchase. (Section 11.2)
5. Provide an initial supply of marketing materials (estimated to be a 150 to 180 day supply). See Section below entitled "Local Advertising" for additional information. (Section 10.2)
6. Provide a sample contract for purposes of engaging clients for placement services (a "Client Agreement"). Our current sample Client Agreement is attached to this Disclosure Document as EXHIBIT "G"-6. You may

customize our sample Client Agreement for your use, or you may prepare your own form of agreement in compliance with the laws of your state. (Section 11.4)

7. Provide the form Marketing Agreement you will use to contract with Senior Communities. This form is attached to the Franchise Agreement as ATTACHMENT "B". (Section 11.5)

8. Provide a sample referral services agreement (a "Referral Services Agreement") that establishes the framework for referrals between ALL Businesses and Senior Service Providers and, when permitted, provides for the payment of referral fees as an additional income stream. We recommend you sign a Referral Services Agreement with Senior Service Providers to whom you refer clients. You may customize our sample agreement for your use. (Section 11.6)

9. Conduct certain marketing and promotional activities to promote the opening of your Business. See Section below entitled "Local Advertising" for additional information. (Section 10.2(a))

10. Assign to you any Marketing Agreements that we have previously entered into with Senior Communities that are located within your Territory (other than Marketing Agreements associated with Regional Accounts). (Section 11.5)

11. Provide an initial training program. See Section below entitled "Training Program" for additional information. (Section 5)

During the operation of your Business, we will:

1. Send one or more of our representatives to your Territory to provide 2 days of onsite training and assistance within the 12-month period after you open your Business (we only provide this onsite training for the 1st franchise territory that you purchase). In our discretion, we may: (a) substitute any method of training we deem appropriate in place of the 2 days of "onsite training" (for example, we may substitute a virtual training program); and/or (b) postpone the 2 days of onsite training (or other method of training we deemed appropriate) to a later date we deem appropriate, including a date that is more than 12 months after you open your Business. See Section below entitled "Training Program" for additional information. (Section 6.5)

2. Provide access to ALL-IN, which is our proprietary business management database. We may discontinue ALL-IN at any time in our sole discretion. See Section below entitled "Computer System" for additional information. (Section 6.2)

3. Provide our guidance and recommendations on ways to improve the marketing and operation of your Business based upon our evaluation of your Business and reports you provide to us. (Section 6.6)

4. Provide periodic access to 1 or more registered nurses for consultations regarding case assessments and recommendations during the hours that we designate. We may discontinue providing access to registered nurses at any time in our sole discretion. (Section 6.6)

5. Provide periodic access to 1 or more of our representatives to answer questions you have regarding your Business during the hours that we designate. (Section 6.6)

6. Provide our recommendations regarding the fees you charge Senior Communities. (Section 11.5)

7. Provide periodic training programs. See Section below entitled "Training Program" for additional information. (Section 5)

8. Maintain a corporate website to promote our brand (www.assistedlivinglocators.com). We will also provide you with a local landing page to promote your Business, which will be linked to our corporate website. You have the option, but not the obligation, to develop a stand-alone website using the tools provided through ALL-IN (we may prohibit you from doing so on any reasonable grounds). See Section below entitled "Local Advertising" for additional information. (Section 6.3)

9. Conduct certain ongoing marketing and promotional activities to promote your Business. We may provide

these services directly or outsource them to 1 or more third-party suppliers of our choosing. (Section 10.2(b))

10. Administer the brand and system development fund. See Section below entitled "Brand and System Development Fund" for additional information. (Section 10.1)

During the operation of your Business, we may, but need not:

1. Administer our Corporate Leads Program and refer Corporate Leads to you. See Section below entitled "Corporate Leads Program" for additional information (Section 6.6)

2. At no additional charge, refer you leads we generate through: (a) our website (www.assistedlivinglocators.com), including web leads (unless funded and controlled via a stand-alone landing page designated to support corporate funded web leads) and leads that call our corporate telephone number; (b) our call center; (c) any digital program or platform paid for by the brand and system development fund; or (d) any other digital program or platform that we designate as not being part of our Corporate Leads Program. We have sole discretion in determining the franchisee to whom we refer these leads and we are not required to refer any leads to you. (Section 6.7)

3. Arrange for a third party to administer a call center answering service to answer client calls. You must pay the then-current fee charged by the call center, which may include an initial set up fee and ongoing monthly fees. Our preferred vendor currently charges a $99 one-time setup fee plus a monthly fee ranging from $50 to $350 based on usage. (Section 6.11)

4. Negotiate purchase agreements with suppliers to allow you to purchase certain goods or services at discounted prices. We may also purchase items in bulk at discounted prices and resell them to you at our cost plus shipping and a reasonable markup. (Section 6.10)

5. Hold periodic conferences to discuss business and operational issues affecting ALL Businesses, including industry changes, new services or programs, marketing strategies and the like. (Section 5.7)

6. Upon your request, provide additional training or assistance (either at our headquarters or in your Territory). See Section below entitled "Training Program" for additional information. (Section 5)

7. Prepare newsletters for Assisted Living Locators clients. (Section 6.12)

8. Create a franchise advisory council. See Section below entitled "Advisory Council" for additional information. (Section 13)

Training Program (Section 5 & (i))

Overview

We will provide an initial training program for your Managing Owner and initial high-level managers. Your other owners and employees may not attend initial training without our prior permission. The initial training program must be completed to our satisfaction. If the Managing Owner fails the first attempt, he or she may retake the training program but you must pay us an additional $1,500 training fee. Regardless of whether the Managing Owner passes or fails the first attempt, he or she must successfully complete initial training within 60 days after you sign the Franchise Agreement. We have the option to terminate your Franchise Agreement if your Managing Owner either (a) fails the second attempt or (b) fails to successfully complete training within 60 days after you sign the Franchise Agreement.

The initial training program includes approximately 5 days of training at our corporate headquarters located in Scottsdale, Arizona (or at any other location we designate). We reserve the right to substitute online/virtual training or include a mix of online/virtual training and live training at our corporate headquarters. Currently, we intend to offer the initial training program at least monthly assuming sufficient demand.

Training Topics

The initial training program consists of the following:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS ON THE JOB TRAINING	LOCATION
Administration	9	0	Corporate Office (Scottsdale, Arizona)
Production	6.5	0	Corporate Office (Scottsdale, Arizona)
Sales and Marketing	9	5.75	Corporate Office (Scottsdale, Arizona) and in the field
Total	24.5	5.75	

Training Materials

The training materials will consist of the Manual and certain workbooks. You will not be charged an additional fee for any of the training materials.

Instructors

Angela Olea is in charge of our training program. Angela Olea is our founder serves as our President and Chief Executive Officer. She has been with us since our formation in 2006. From 2003 to January 2020, she served as the President/CEO of our affiliate, Certified Assisted Living Locators, LLC, which operated our affiliate-owned ALL Business in Arizona until the business (but not the entity) was sold to a franchisee at the end of 2019.

Our other instructors generally have between 5 and 10 years of experience in the assisted living placement industry. In addition to our corporate instructors, we periodically recruit established franchisees that have demonstrated mastery of our System to provide certain initial and/or ongoing training to other franchisees

CSA Certification Course

Within 6 months after opening, you must complete and achieve a Certified Senior Advisor certification through the Society of Certified Senior Advisors. The Certified Senior Advisor ("CSA") education course and certification focuses on helping professionals understand the complexity of what it means to be a senior. The intent of the CSA certification is to give credibility to your Business and provide you with the confidence you need to compete in this industry. The CSA credential certification is accredited by the National Commission for Certifying Agencies ("NCCA").

The course can be taken in a classroom or on-line setting. The classroom training is 3 full days with the exam on the morning of the 4th day. The on-line course is a self-paced web-course that must be completed within 6 months of starting the course. The exams for both the classroom course and the on-line course are closed-book, proctored exams taken at a test center. The fee for the course varies depending on whether you take the classroom or on-line course. You will receive a fee discount for certain course elements due to your status as an Assisted Living Locators franchisee.

CSA CERTIFICATION COURSE			
SUBJECT	HOURS OF CLASSROOM OR ONLINE TRAINING[1]	HOURS OF ON-THE-JOB TRAINING	LOCATION[2]
Aging	3.3	0	Classroom or On-Line

CSA CERTIFICATION COURSE			
SUBJECT	**HOURS OF CLASSROOM OR ONLINE TRAINING(1)**	**HOURS OF ON-THE-JOB TRAINING**	**LOCATION(2)**
Aging with Family and Community	3.6	0	Classroom or On-Line
Health and Mental Health	3.3	0	Classroom or On-Line
Financial Literacy	4.7	0	Classroom or On-Line
Medicare, Medicaid and Social Security	2.3	0	Classroom or On-Line
The Community of Certified Senior Advisors	0.8	0	Classroom or On-Line
Practice Exam	0.8	0	Classroom or On-Line
Learning Exercises/Case Studies	2.1	0	Classroom or On-Line
Self-Study expectation prior to the course	30	0	Self-Study on your own
TOTAL	**51**	**0**	

Notes:

1. The class offered by Society of Certified Senior Advisors is for 9 hours per day. We have subtracted 1 hour per day for lunch and 1 hour for breaks throughout the day and arrived at 21 hours of classroom training. Because the class is offered by a third-party, we cannot guarantee you will receive the exact number of training hours listed, but we believe this an accurate estimate.

2. You may complete this training online. If you choose to do so, you may instead attend a live class in person (class locations and scheduling vary).

The instructors provided by the Society of Certified Senior Advisors for the course may change, but a current list is available at http://www.csa.us/educationandtraining/instructors/. You are responsible for all costs and expenses relating to your CSA certification, including the cost of the course and travel, lodging, meals and any other costs you incur attending the course or a proctored exam, including any costs you incur to retake the exam if you do not pass on your first attempt. You and any of your personnel we designate must maintain a CSA certification throughout the term of your Franchise Agreement and you are responsible for any costs associated with ongoing recertification training.

Dementia Care Certification Course

Within 3 months after opening, you must complete and achieve a Dementia Care Education ("DCE") certification through the Dementia Care Education. The DCE course and certification focuses on helping professionals understand the complexity of dementia . The intent of the DCE certification is to give credibility to your Business and provide you with the confidence you need to compete in this industry.

The course can be taken in a classroom or on-line setting. The classroom training is 1.5 days with the exam on the afternoon of the 2nd day. Currently the initial fee for 1 attendee is included in the business set-up fee you pay to us. The fee for additional participants is $125 per person. Below is a description of the course:

DCE CERTIFICATION COURSE			
SUBJECT	**HOURS OF CLASSROOM OR ONLINE TRAINING**	**HOURS OF ON-THE-JOB TRAINING**	**LOCATION**
Dementia Care Education Basic Curriculum and Assessment Tool	12	0	Classroom or On-Line
TOTAL	**12**	**0**	

You and any of your personnel we designate must maintain a DCE certification throughout the term of your Franchise Agreement and you are responsible for any costs associated with ongoing recertification training (currently $99 plus $25 administrative fee).

Training Materials

The training materials will consist of the Manual and certain workbooks. You will not be charged an additional fee for any of the training materials.

Instructors

Angela Olea has overall accountability for our training program. Angela Olea is our founder and currently serves as our President and Chief Executive Officer. She has been with us since our formation in 2006. From 2003 to January 2020, she served as the President/CEO of our affiliate, Certified Assisted Living Locators, LLC, which operated our affiliate-owned ALL Business in Arizona until the business (but not the entity) was sold to a franchisee at the end of 2019. She has a total of 20 years of experience in the assisted living placement industry.

Training is provided by our trainers Jennifer Tonna and Jaylene Weve. Jaylene Weve, our Director of Training, has been with us since April 2023 and has over 5 years' experience in the assisted living placement industry. Jennifer Tonna has been with us since 2022 and has over 20 years of experience in the assisted living placement industry. The training team also includes departmental experts, franchise business consultants and franchise support members, all of whom will have a minimum of 3 years of experience in the relevant field. In addition, certain current or former franchisees who have mastered all or part of the Assisted Living Locators System may provide portions of initial and/or ongoing training to new franchisees.

Our instructors do not conduct Stage 4 training, which is conducted by unaffiliated industry organizations.

Ongoing Training

Within the first 12 months after you open your Business, we will send a representative to your Territory to provide 2 days of onsite training and assistance. As part of this informal training program, our representative will monitor and evaluate your operations, provide you with suggestions for improvement and answer questions from you and your staff. We only provide this onsite training and assistance for the 1st franchised territory you purchase. We reserve the right in our sole discretion to designate a substitute training or coaching program if we believe it would be more appropriate for your success and/or to postpone this training to take place at a date that is more than 12 months after you open your Business.

From time to time, we may require that your Managing Owner and high-level managers attend system-wide refresher or additional training courses. Attendance is required, but we will not require attendance at more than 1 system-wide refresher or additional training course during any 12-month period.

If you appoint a new Managing Owner or high-level manager, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Business.

You may request that we provide additional training or support beyond what we are required to provide under the Franchise Agreement. For example, you may request that we assist you in negotiating a Marketing Agreement with a Senior Community.

You may also request that we provide onsite training or assistance in your Territory. We are not required to provide this additional training.

We also operate a series of structured coaching/training programs designed to help new and experienced franchisees improve their overall performance. You may be asked to participate in one or more of these programs based on your performance. In some instances, we may charge you a fee for participation (the fee varies depending on whether the program is conducted onsite or at our headquarters as discussed in the Section below.

Training Fees and Costs

You must pay us a $10,000 business set-up fee which covers, among other things:

- the pre-opening initial training program we conduct for your Managing Owner and high-level managers
- a 2-day onsite training program we conduct in your Territory within 12 months after you open (or any substitute training or coaching program that we designate if we feel it would be more appropriate for your success)

You must pay us an additional training fee of $1,500 per person for: (a) any new Managing Owner or manager that attends our initial training program after you open; and (b) any person that retakes initial training after failing the first attempt.

We do not currently charge any fee to attend system-wide refresher or additional training courses but reserve the right to do so in the future.

We may charge you an onsite training fee, currently $2,500, if we provide onsite training or assistance in your Territory (excluding the 2-day training covered by the business set-up fee). This fee covers a 2-day visit. If we agree to visit your Territory for more than 2 days as part of a single visit, we may charge you an additional fee, currently $1,250, for each additional day we visit. We reserve the right to increase or otherwise modify these fees at any time.

If you request that we provide any additional training or support beyond what we are required to provide under the Franchise Agreement (either remotely or from our headquarters), we may charge you our then current fee, currently $125 per hour. Any additional training or support that you request that is provided in your Territory (i.e., "onsite") will be subject to the then current onsite training fee (currently $2,500) instead of the hourly fee.

You must pay the fee charged by the organization providing the CSA certification course at the time you sign up (currently ranges from $990 to $1,090 depending on whether you choose the online or classroom course).

You are responsible for all expenses and costs your trainees incur for training, including wages, travel and living expenses. If you transfer your franchise, we may charge the new franchisee our then-current initial training fee.

Manual (Section 6.1, 11.2 & 25.8)

We will provide you with access to our Manual in text or electronic form for the term of your Franchise Agreement. The Manual may include, among other things:

- a description of the authorized goods and services you may offer and sell
- specifications, operating procedures that we prescribe from time to time for ALL Businesses
- reporting and insurance requirements
- policies and procedures pertaining to our Corporate Leads Program, Referral Program and any other programs we establish in the future
- policies and procedures pertaining to permissible extra-territorial marketing and business activities
- policies and procedures for collaboration and cooperation between ALL Businesses
- policies and procedures relating to data ownership, protection, sharing and use

- a list of (a) the goods and services (or specifications for goods and services) you must purchase to develop and operate your Business and (b) any designated or approved suppliers for these goods and services

The Manual is designed to establish and protect our brand standards and the uniformity and quality of the goods and services offered by our franchisees. All mandatory provisions contained in the Manual are binding on you. We can modify the Manual at any time, but the modifications will not alter your status or fundamental rights under the Franchise Agreement. Any modification to the Manual is effective at the time we notify you of the change. However, we may provide you with a reasonable period of time to implement certain changes resulting from modifications to the Manual (for example, implementing new software of technology). The Manual contains a total of approximately 274 pages. Because our Manual is in electronic format, we have attempted to approximate the number of "pages" in the Manual based upon the "quantity" of content in the materials. A copy of the Table of Contents to the Manual is attached to this Disclosure Document as EXHIBIT "D".

Site Development (Section 7.1 & 7.2)

Assisted Living Locators is a home-based business. We do not impose any standards or have any requirements for your home office.

We do not anticipate that many franchisees will purchase or lease separate commercial office space for purposes of operating the business. However, a few of our franchisees have elected to do so. If you choose to utilize separate commercial office space, we do not impose any standards or specifications except that it must present a professional appearance and must be located in your Territory. You do not need our approval of your office location or your lease. There are no restrictions on your ability to relocate your office within your Territory. We do not select the site for your office and we do not purchase the premises and lease it to you.

Most of your business activities will be conducted from your vehicle. Because safety is of the utmost importance to our brand, we may require that you attend a driver's safety course of our choosing at your cost if we receive complaints regarding unsafe driving by you or your employees. At all times, the Managing Owner (and each other person driving clients) must hold a valid driver's license.

Computer System (Section 6.4, 11.13, 11.14, 11.15, 16.3 & 17.1)

You must purchase and use all Technology Systems (as defined in Note 9 in Item 6) we designate from time to time. Our current Technology Systems consists of the following items:

- Scanner/Fax/Copier
- High Speed Internet Connection
- Smart Phone (with capability to identify business calls)
- Desktop, Laptop or Tablet
- Internet Fax Program (Efax, MyFax or equivalent)
- Quickbooks (online version)
- ALL-IN business management database
- Google Workspace
- Phone system
- Current Version of Microsoft Office (or equivalent)

You may already have these items, other than ALL-IN. If you do not have any of these items, we estimate your cost to purchase the Technology Systems will range from $1,000 to $3,000 (excluding the $495 one-time initial setup fee for ALL-IN and excluding the cost for optional stand-alone website created utilizing ALL-IN).

You will use your computer system to access and utilize ALL-IN and communicate with us, your clients and your employees electronically. You must license and utilize ALL-IN, which is our proprietary business management database. You will use this program to:

- manage and store data regarding your clients, Senior Communities, Referral Sources and Senior Care Providers
- invoice Senior Communities for placements
- track and report client leads, placements and Gross Collected Revenues
- create your optional stand-alone website (if applicable) and manage your digital presence

ALL-IN will serve as your business database. You must follow all policies and procedures in the Manual with respect to the use of ALL-IN and your entry of data. You must enter all new clients into the database by the next business day regardless of how you obtained the referral and regardless of whether the outcome is predetermined.

ALL-IN will collect data regarding your clients (prospective leads and existing clients), Senior Communities, Referral Sources, Senior Care Providers, placements, fees and other operational data. We will have independent unlimited access to all data entered into ALL-IN and there are no contractual limits imposed on our access.

You must pay us a $495 one-time initial setup fee for ALL-IN and an ongoing monthly fee of $199 per month ($2,388 per year), which includes a license for up to 4 users. If you have more than 4 users, you must pay us an additional $199 per month that covers a maximum of 4 additional users. We may increase the ALL-IN monthly licensing fee on an annual basis. The monthly licensing fee is included as part of your technology fee. In exchange for the monthly fee, we will include all required maintenance, support and updates for ALL-IN. Your Managing Owner, and all of your other managers and employees that we designate, must sign the ALL-IN User Agreement and Privacy Policy that is attached to this Disclosure Document as EXHIBIT "G"-3.

You must license Google Workspace accounts from us. The cost of each Google Workspace account is currently $20 per account per month ($240 per year). Google Workspace is a collection of cloud computing, productivity and collaboration tools, software and products developed by Google, including your required email addresses/accounts. You must exclusively use the email addresses provided through the Google Workspace platform for all communications with us, clients, Senior Communities, Referral Sources, Senior Care Providers, suppliers and other persons relating to your Business. You may not use any email address provided through the Google Workspace platform for any purpose unrelated to your Business. We will own the email addresses and the account (with the right to monitor the communications) but will allow you to use them during the term of your franchise. We reserve the right to substitute different third party providers and you will be required to implement such changes upon written notice and will be solely responsible for all fees associated with such change.

Except as otherwise disclosed above, neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your Technology Systems. We are not aware of any optional or required maintenance, updating, upgrading or support contracts relating to your Technology Systems. However, we strongly recommend that you purchase a maintenance and support contract for your computer that would cover any necessary repairs or other technical issues that could disrupt your Business operations. Since you may purchase any type of computer that you desire, we do not know the cost of any associated maintenance and support contract that might be available for you to purchase. However, in most cases we would expect the annual cost to range from $150 to $250 for a typical computer.

You must maintain your Technology Systems in good working order at your cost. During the term of your franchise, you may be required to upgrade or update your Technology Systems to conform to our then-current specifications. There are no contractual limitations on the frequency or cost of these updates or upgrades. We will have independent access to the data collected on your computer system as well as all information in the facility database that is licensed to you. You must grant permission for us to link your QuickBooks Online account to our master QuickBooks Online account. We will have full and independent access to all information you enter into your QuickBooks Online account and we may retrieve, download, analyze and store this information and data at any time and for any purpose.

We may change the components of the Technology Systems from time to time, including your computer system.

As further detailed in Item 6, you must pay us a technology fee for certain software, technology and related services that we provide. As of the issuance date of this Disclosure Document, Our current technology fee includes the following:

TECHNOLOGY FEES*			
Licensed Product or Software	**Description of Licensed Product or Software**	**Initial Fee**	**Ongoing Fee**
ALL IN	Our proprietary business management software you will use to operate your Business	$495 initial setup fee (due when you sign Franchise Agreement)	$199 per month for each block of 4 user licenses (due on 1st day of month)
Google Workspace (formerly known as "G Suite")	Collection of cloud computing, productivity and collaboration tools, software and products developed by Google, including your required email addresses/accounts	None	$20 per month per account (due on 1st day of month)
Optional Stand-alone Website	We currently give franchisees the option to create a stand-alone website utilizing tools supplied through ALL-IN	None	$349 per year (due January 2nd each year, although 1st payment due at time we first incur any costs relating to the website, and is pro-rated from the payment date through January 2nd)

* All of the fees described in the table above comprise our current "technology fee". We anticipate most franchisees will require 1 block license for ALL IN and 2 Google Workspace accounts.

Corporate Leads Program (Section 6.6)

We have established and administer a program that is designed to generate client leads for ALL Businesses (our "Corporate Leads Program"). Under our Corporate Leads Program, we: (a) attempt to establish relationships with Referral Sources; and (b) develop digital marketing programs or platforms that are designed to generate leads.

When you obtain a lead through our Corporate Leads Program, you will enter (or we will enter for you) the lead into ALL-IN. The first correct instance of the lead appearing in the ALL-IN platform will determine ownership of the lead and the terms associated with the placement. If we refer a lead to you before you or another franchisee correctly enters the same lead into ALL-IN, or the lead is sent by a Referral Source with whom we have entered into a referral agreement, then the lead is deemed a "Corporate Lead".

If we refer a Corporate Lead to you, you have the option, but not the obligation, to accept the Corporate Lead for purposes of providing placement services. When you place a Corporate Lead, you must pay us the referral fee described in Item 6 of this Disclosure Document (in addition to royalty fee and other fees imposed upon the revenues you collect). We only charge the referral fee for "Corporate Leads". "Corporate Leads" do not include (and you do not pay us a referral fee relating to) any lead that is generated through:

- our website (www.assistedlivinglocators.com), including web leads (unless funded and controlled via a stand-alone landing page designated to support corporate funded web leads) and leads that call our corporate telephone number
- our call center
- any digital program or platform paid for by the brand and system development fund
- any other digital program or platform we designate as not being part of our Corporate Leads Program

We retain complete discretion in determining whether to refer a Corporate Lead and the franchisee to whom we refer a Corporate Lead. We are not required to refer any Corporate Leads to you.

Brand and System Development Fund (Section 10.1)

We administer a brand and system development fund to promote public awareness of our brand and to improve our System. We may use the fund to pay for any of the following in our discretion:

- developing maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs
- conducting and administering promotions, contests or giveaways
- expanding public awareness of the Marks
- public and consumer relations and publicity
- brand development
- sponsorships
- charitable and nonprofit donations and events
- research and development of technology, products and services
- website development and search engine optimization
- development of an ecommerce platform
- development and implementation of quality control programs, including the use of mystery shoppers or customer satisfaction surveys
- conducting market research
- changes and improvements to the System
- the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts
- collecting and accounting for contributions to the fund
- preparing and distributing financial accountings of the fund
- any other programs or activities that we deem appropriate to promote or improve the System
- direct and indirect labor, administrative, overhead and other expenses incurred by us and/or our affiliates in relation to any of these activities (including salary, benefits and other compensation of any of our, and any of our affiliate's, officers, directors, employees or independent contractors based upon time spent working on any brand fund matters described above)

We will direct and have complete control and discretion over all advertising programs paid for by the fund, including the creative concepts, content, materials, endorsements, frequency, placement and media used for the programs. The fund will not be used for paying for advertisements principally directed at selling additional franchises, although consumer advertising may include notations such as "franchises available" and one or more pages on our website may promote the franchise opportunity. We are not required to spend any amount of money from the fund on advertising in your Territory.

On a monthly basis, you must contribute to the fund an amount equal to the greater of: (a) 2% of Gross Collected Revenues; or (b) the minimum brand fund contribution. The minimum brand fund contribution is currently $300 per month, but we may increase the minimum contribution (up to a maximum of $500 per month) upon 30 days' prior notice to you. At this time, we do not apply the minimum brand fund contribution on a "per territory" basis for franchisees that own multiple franchised territories. However, we reserve the right to do so at any time. We will deposit into the fund: (a) all fund contributions paid by you and other franchisees; and (b) all fines we collect from ALL Businesses. Currently, any ALL Business owned by us or our affiliate will contribute to the fund on the same basis as our franchisees. However, we may change this policy at any time, in

which case any ALL Business owned by us or our affiliate would not be required to contribute to the fund. Except as stated in this paragraph, we have no obligation to expend our own funds or resources for any marketing activities in your area.

All monies deposited into the fund that are not used in the fiscal year in which they accrue will be utilized in the following fiscal year. Any surplus of monies in the fund may be invested and we may lend money to the fund if there is a deficit. The fund is not audited. An unaudited financial accounting of the operations of the fund will be prepared annually and made available to you upon request. During the fiscal year ended December 31, 2022, we spent the marketing funds in the following manner:

Allocation of Marketing Expenditures (2022)				
Use of Funds	**Production**	**Media Placement**	**Administrative Expenses**	**Other**
Percentage Allocation	94.5%	4.0%	1.5%	0%

We assume no direct or indirect liability or obligation to you with respect to the maintenance, direction or administration of the fund. The fund is not a trust and we have no fiduciary obligations with respect to our administration of the fund. We reserve the right to discontinue the fund at any time in our sole discretion upon at least 30 days' prior notice. We may spend in any calendar year more or less than the total contributions to the fund in that year and may cause the fund to invest any surplus for future use by the fund. We may borrow from ourselves, our affiliates or other lenders on behalf of the fund to cover deficits of the fund, and such amounts shall be treated as a loan. We will keep records of any such borrowing described above.

Local Advertising (Section 10.2 & 10.3)

At the time you sign the Franchise Agreement, you must pay us a $10,000 business set-up fee which covers, among other things:

- setting up a local landing page to promote your Business, which will be linked to our corporate website
- setting up your social media platforms

In addition to the business set-up fee, you must pay us a $3,000 marketing fee when you sign the Franchise Agreement. We use this fee to pay for your initial supply of marketing materials and to market and promote your Business prior to opening and during the 60-day period after your sign the Franchise Agreement. Some of these marketing activities may include: (a) preparing lists of Senior Communities and Referral Sources for you to contact; (b) issuing press releases; and (c) developing a marketing plan for your Territory. You are not required to spend any additional money on marketing prior to the opening of your Business beyond the business set-up fee and initial $3,000 marketing fee.

Commencing with the 2nd full month after your opening date, you must begin paying us a monthly marketing fee. The amount of the monthly marketing fee is: (a) $1,000 per month for month 2 through month 5 after your opening date; and (b) $500 per month thereafter for the remainder of the term of your Franchise Agreement. At our option, we may either directly perform the marketing and advertising services ourselves or we may outsource these functions to 1 or more third-party suppliers of our choosing. Starting with the 6th full month after opening, you must directly spend the marketing fee with third-party suppliers of advertising and marketing materials and services. We may increase the marketing fee upon at least 30 days' prior notice, but any such increase will not exceed 10% in any 12-month period. At any time following written notice to you (including prior to your 6th full month after opening), we may require that you spend the required marketing fee directly with third-party suppliers on marketing and advertising we approve (rather than paying the marketing fee to us).

You must also participate, at your own expense, in all advertising, promotional and marketing programs we require. Except for the business set-up fee and marketing fees described above, we are not required to spend any amount of money on advertising in your Territory.

Once your initial supply of marketing materials has been used, you may purchase additional advertising and marketing materials from us at our then-current pricing. We may use the marketing fees and/or brand and system development fund to pay for the creation and distribution of these materials, in which case there will be no additional charge. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). Alternatively, we may enter into relationships with third-party suppliers who will create the advertising or marketing materials for your purchase. We will provide reasonable marketing consulting, guidance and support throughout the franchise term on an as needed basis.

You may create advertising for your own use, provided we approve it in advance. You may not use any advertising materials that we have not approved. You must submit to us any advertising materials you prepare or modify. We have 15 days to review and either approve or reject the materials. Our failure to approve the materials within the 15-day period will constitute our disapproval of the materials.

You are encouraged to market your Business through approved social media channels, subject to the following requirements:

- you may only conduct social media utilizing the social media platforms that we approve
- you must strictly comply with our then-current social media policy
- you must immediately remove any post we disapprove (even if it complies with our social media policy)
- we may require that you utilize a supplier we designate for social media marketing services
- we will own the social media account but allow you to use it during the term of your franchise

We have established a corporate website (www.assistedlivinglocators.com) that will include a zip locator and a link to your landing page. Your landing page will include information relating to your specific business location and select content that we provide on our website. You have the option to create your own stand-alone website (which may but need not be substituted for your landing page) using tools supplied through ALL-IN. If you choose to do to, you must pay us an annual licensing fee of $349, which would be included in your technology fee. We may prohibit you from establishing a stand-alone website on any reasonable grounds. We reserve the right to discontinue our website, your local landing page (if applicable) and/or your stand-alone website (if applicable) at any time upon 30 days' prior notice to you (we do not need to provide prior notice if you are in default), in which case we have no obligation to compensate you or refund any fees to you. Any electronic or digital marketing you conduct must be conducted through an approved or designated supplier or must be reviewed and approved by us in advance.

Except to the extent provided above, you may not, without our prior approval:

- develop, host, create or otherwise maintain a website or other online or digital presence relating to your Business, including any website bearing any of our Marks
- establish a Google My Business account, or similar permanent web accounts, utilizing any of our Marks (including in conjunction with your Territory name) (if we permit this, we must be named an administrator on the account)
- utilize the Internet to conduct digital or online advertising or engage in ecommerce
- utilize social media to conduct advertising or marketing

You are not required to participate in an advertising cooperative. However, on occasion franchisees do pool funds together on a voluntary basis to purchase regional advertising. We do not have a franchisee advertising counsel to advise us on advertising and similar matters. However, the franchise advisory council (discussed below) may provide non-binding input on marketing matters.

Franchise Advisory Council (Section 13)

We have established a Franchise Advisory Council (the "FAC") to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. We consider

all FAC suggestions in good faith but are not bound by them. The FAC has been established and operates according to rules and regulations set forth in the FAC Bylaws, including procedures governing the selection of representatives of the FAC to communicate with us on matters raised by the FAC. Under current FAC Bylaws, the FAC is composed of 6 franchisee representatives (1 from each designated geographic region) and 1 representative from the franchisor to serve as a facilitator. Each representative is voted in by franchisees in the applicable region and serves a 2-year term (except 3 of the 6 original FAC representatives will serve a 1-year term to allow for a staggered transition of new representatives each year). All franchisees in good standing with us are eligible to be selected as a representative. All franchisees in good standing may cast 1 vote on all matters on which franchisees are authorized to vote, regardless of the number of franchises or territories owned by the franchisee. The FAC bylaws may be amended from time to time by the majority vote of the then-current representatives and corporate facilitator in attendance at the FAC meeting. Except to the extent restricted by the then-current FAC Bylaws: (a) any ALL Business operated by us or our affiliate may serve as a representative on the FAC and vote on all matters for which other franchisees in the region may vote; and (b) we reserve the right to change or dissolve the FAC. However, under current FAC Bylaws only franchisees may serve as representatives and vote and we may not change or dissolve the FAC except through the amendment process established in the Bylaws.

Opening Requirements (Section 7.3)

We anticipate a typical franchisee will open his or her ALL Business within 2 months after signing the Franchise Agreement. Factors that may affect this time include: identification of a suitable location; securing financing; completion of training; obtaining insurance; and complying with local laws and regulations.

You may not open your Business prior to receipt of Certificate of Completion of Training from us: We will not issue a Certificate of Completion of Training until all of the following conditions are met:

- the Managing Owner successfully completes initial training
- you purchase all required insurance and provide us with evidence of coverage
- you obtain all required licenses, permits and other governmental approvals
- you obtain any required bonding
- you obtain access to a suitable vehicle to be used with your Business

Your Business is "open" at the time we issue the Certificate of Completion of Training. Unless we agree to the contrary, your Business must be open within 90 days after signing the Franchise Agreement. We may terminate the Franchise Agreement if you fail to open by this deadline.

ITEM 12 TERRITORY

Location of Your Business

The Franchise Agreement grants you the right to operate a single ALL Business solely within the Territory we designate. You may operate your Business from a home office or you may choose to operate from separate commercial office space. If you operate from a separate commercial office, your office must be located in your Territory. You may relocate your office anywhere within your Territory without out approval, but you must notify us of the relocation in advance. If you operate from a home office, there are no restrictions on the location of your office or your ability to relocate. You do not need our approval of the location of your office.

Your Territory

We will grant you a Territory that includes one or more adjacent zip codes (as determined by the United States Postal Service). In determining zip codes for a territory, we consider the following criteria:

- the total number of assisted living properties, senior retirement apartments, hospitals, nursing homes and rehabilitation centers in the area (most territories include approximately 50 of these properties, but some include less)

- economic and demographic information, including total population (most territories include a population between 300,000 and 500,000, but some include less)

There is no minimum sized territory. The boundaries of your Territory will be described in ATTACHMENT "A" to the Franchise Agreement at least 7 days before you sign it.

Territorial Protections

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Although we do not grant exclusive territories, we do grant you the territorial protections discussed below.

A. Marketing Agreements

We will not enter into, or authorize any other ALL Business to enter into, a Marketing Agreement with any Senior Community located in your Territory, except as otherwise permitted below with respect to Regional Accounts and Acquisitions (each defined below). If we entered into a Marketing Agreement with a Senior Community in your Territory before you sign the Franchise Agreement, we will assign the Marketing Agreement to you when you open (unless the Marketing Agreement is associated with a Regional Account).

B. Targeted Marketing

We will not engage in, or authorize any other ALL Business to engage in, "Targeted Marketing" within your Territory, except as otherwise permitted below with respect to Acquisitions. "Targeted Marketing" is any advertising or marketing that is directed into a specific territory for the primary purpose of soliciting clients, Senior Communities and/or Referral Sources within that territory. Examples include:

- direct mail that is intended to be distributed to addresses located within a given territory
- telephone calls made to persons or businesses known to reside or be located within a given territory
- television or radio advertising intended to be published or played within a given territory
- advertising in a newspaper, magazine or other publication distributed to subscribers residing within a given territory
- social media marketing intended to be delivered to computers, smart phones or other digital devices within a given territory
- direct face-to-face marketing conducted from any physical location within a given territory, such as being an exhibitor at an expo that takes place within the territory

Marketing and advertising that is distributed, circulated or received within both the territory of the person engaging in the advertising as well as the territory of another ALL Businesses is not deemed to be "Targeted Marketing" if: (a) the person engaging in the advertising uses reasonable efforts to limit circulation or distribution to areas within that person's territory; and (b) the majority of the recipients of the advertising are located within the territory of the person engaging in the advertising and there is only incidental circulation or distribution outside of that person's territory. Targeted Marketing also does not include any marketing we conduct as part of our administration of the brand and system development fund or other system-wide marketing or advertising efforts. The Manual may include more details describing the circumstances in which advertising or marketing is deemed to be "Targeted Marketing".

Other ALL Businesses are free to contract with clients, Referral Sources and Senior Care Providers that are located or reside within your Territory as long as they did not solicit the clients, Referral Sources or Senior Care Providers utilizing Targeted Marketing within your Territory (unless you previously authorized them to engage in the Targeted Marketing).

C. Placements

We will not place, or authorize any other ALL Business to place, clients with Senior Communities that are

located in your Territory except as otherwise permitted below with respect to Regional Accounts, Corporate Leads, Acquisitions and our Referral Program.

Limitations on Your Territorial Protections

We and our affiliates reserve all rights not expressly granted to you under the Franchise Agreement. Your territorial rights and protections described above are subject to the following exceptions and limitations:

A. Regional Accounts

A "Regional Account" is a Senior Community that has facilities located within multiple territories. We have the exclusive right to enter into Marketing Agreements with Regional Accounts, including Regional Accounts with 1 or more Senior Communities in your Territory. You may not enter into a Marketing Agreement with a Regional Account without our prior written consent, which we may withhold in our sole discretion.

If you enter into a Marketing Agreement with a Senior Community that (at the time of contracting) only has facilities within your Territory but subsequently opens additional facilities in 1 or more territories owned by other ALL Businesses, we reserve the right to take any of the following actions in our sole discretion:

(a) Negotiate and enter into a new Marketing Agreement with the Senior Community and convert them to a Regional Account (our Marketing Agreement would be substituted for your Marketing Agreement). If we convert the Senior Community to a Regional Account, we may negotiate an alternative fee structure, but we will attempt to retain any favorable fee structure you negotiated under your original Marketing Agreement for future placements made in your Territory.

(b) Limit the scope of your Marketing Agreement to Senior Communities located within your Territory and allow other ALL Businesses to negotiate and enter into separate Marketing Agreements for Senior Communities located in their territories.

(c) Allow you to retain the Marketing Agreement and manage the relationship as a Regional Account, in which case any placements made at Senior Communities that are part of the Regional Account but located outside of your Territory will be governed by the terms of our Referral Program. At any time, we may revoke our authorization for you to manage the Regional Account and either: (i) transition the Regional Account to us (in accordance with clause (a) above); or (ii) require separate Marketing Agreements with each ALL Business that owns a territory in which 1 or more of the Senior Communities are located (in accordance with clause (b) above).

When you place a client with a Senior Community that is located in your Territory but is part of a Regional Account owned by us, we will either collect the placement fee and remit 100% of the proceeds to you (but only if you cooperate with us and assist the client with the placement) or we may allow you to directly invoice and collect the placement fee (depending on the preference of the Senior Community). However, we reserve the right to treat these placements as part of our Referral Program and split the placement fee with you in accordance with the Referral Program fee sharing provisions (although we have never done so). In addition, if the client is a Corporate Lead referred by us, we may charge you our standard referral fee.

B. Referral Program

Other ALL Businesses may place clients with Senior Communities located in your Territory through our Referral Program. The ALL Business that establishes the initial relationship with the client is referred to as the "Referring Owner" and the ALL Business that owns the territory in which the Senior Community is located is referred to as the "Territory Owner".

In order for the Referring Owner to place a client with a Senior Community located in the territory of the Territory Owner, the Referring Owner must first notify the Territory Owner of the possible placement. This notice must be in the form and include all information prescribed by the Manual. Upon receipt of this notice, the Referring Owner must elect to either:

(a) provide the placement services utilizing the information provided by the Territory Owner regarding the Senior Community; or

(b) turn the client over to the Territory Owner and allow the Territory Owner to provide the placement services.

In both situations, only the Territory Owner can collect the placement fee from the Senior Community (unless the Territory Owner transfers billing responsibility to the Referring Owner). Once the placement is complete, the Territory Owner will collect the placement fee and split the fee as follows:

- 70% is retained by the owner that provides the placement services
- 30% is retained by the other owner

The Referring Owner and Territory Owner may agree upon a different fee split based upon the respective services provided by each party, but any different fee split must be agreed upon in writing before the placement occurs.

ALL Businesses must cooperate with each other relating to placements made through the Referral Program. If the Referring Owner elects to turn the client over to the Territory Owner for placement services, but the Territory Owner is unable or refuses to provide the services, we may provide the placement services. If this occurs, the Territory Owner must collect the placement fee from the Senior Community and immediately remit the entire fee to us. We will then pay 30% of the fee to the Referring Owner and keep the rest. Failure to cooperate with another ALL Business relating to a placement under the Referral Program is a default under the Franchise Agreement.

Details of the Referral Program are contained in the Manual. We can modify the Referral Program at any time. However, we will not modify the fee split unless 51% of all participating ALL Businesses vote in favor of the modification. A "participating" ALL Business is any ALL Business (including any ALL Business owned by us or our affiliates) that actually casts a vote at the time and in the manner we establish for the vote. Each ALL Business is entitled to 1 vote, regardless of how many franchises and/or territories are owned and operated by the owner of that business (either directly or through affiliated entities).

C. Corporate Leads

If we refer a Corporate Lead to you and you choose not to accept the Corporate Lead or you fail to contact or service the Corporate Lead in the manner we require, we may provide, or authorize another ALL Business to provide, placement services for the Corporate Lead, including for placements made at Senior Communities located within your Territory. If this happens, you will not be entitled to any portion of the placement fee. We may require that you collect the placement fee from the Senior Community and immediately remit the entire fee to us.

D. Acquisitions

We and our affiliates reserve the right to acquire, or be acquired by, another business or chain that may sell competitive or identical goods or services (in either case, an "Acquisition"), and those businesses may be converted into ALL Businesses operating under the Marks. Any such acquired or converted ALL Business may be located within your Territory and engage in any and all activities within your Territory that you are authorized to conduct. You will not be entitled to any compensation for placements made, or other goods or services sold, by any such acquired or converted ALL Business within your Territory, except you will receive a split of any placement fee involving a placement made with a Senior Community with whom you have entered into a Marketing Agreement (any such placement would be governed by the terms of our Referral Program). Additionally, we and our affiliates reserve the right to merge with, acquire or be acquired by any business of any kind under other systems and/or other marks, which businesses may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services the same as, similar to, or different from those offered by your ALL Business inside or outside your Territory.

E. Additional Franchises

We reserve the right to develop and operate and grant rights, franchises and licenses to others to develop and operate ALL Businesses under the Marks on any terms and conditions that we in our sole discretion deem appropriate provided that we comply with the Territorial Protections set forth above.

Alternative Channels of Distribution

Although we do not currently do so, we and our affiliates reserve the right to sell, or license others to sell, competitive or identical goods or services (under the Marks or different trademarks) through alternative channels of distribution (such as through the Internet, catalog sales, telemarketing or other direct marketing), including within your Territory. You are not entitled to any compensation for sales that take place through alternative channels of distribution.

Restrictions on Your Sales and Marketing Activities

Unless we provide our written approval, you may not market or sell goods or services through alternative channels of distribution (such as the Internet, catalog sales, telemarketing or other direct marketing) either within or outside your Territory.

You may not place a client with a Senior Community located in a territory owned by another ALL Business except in compliance with our Referral Program.

Your advertising and marketing must be primarily directed within your Territory. You may not engage in any Targeted Marketing within a territory owned by another ALL Business without first obtaining written approval from the territory owner.

You may engage in Targeted Marketing to solicit clients, Senior Communities and Referral Sources within areas outside your Territory (an "Expansion Territory") only if each of the following conditions is met:

- the Expansion Territory is adjacent to your Territory
- no portion of the Expansion Territory is included within a territory owned by another ALL Business
- you are reasonably capable of consistently providing placement services in the Expansion Territory in accordance with our standards, policies and procedures

You have no territorial rights or protections whatsoever with respect to an Expansion Territory. We may revoke your authorization to conduct Targeted Marketing within an Expansion Territory at any time for any reason (or for no reason). If we revoke our authorization, you must: (a) immediately discontinue all Targeted Marketing within the Expansion Territory; and (b) upon request, assign any Marketing Agreements you entered into with Senior Communities located in the Expansion Territory either to us or to another ALL Business we designate.

You may not enter into Marketing Agreements with Senior Communities located outside your Territory without our prior written approval. If we allow you to do so, you must agree to any conditions we impose and our approval will be limited to adjacent territories that are not owned by another ALL Business. We may revoke our authorization at any time in our sole discretion. If you sign a Marketing Agreement with a Senior Community located in an area outside your Territory that subsequently becomes part of a territory owned by another ALL Business: (a) you must assign the Marketing Agreement to that ALL Business (and assist with transitioning the associated account to the new ALL Business); and (b) you may not engage in any further placements involving that Senior Community following the date that the new ALL Business commences operations (which is deemed to be the date of completion of initial training for new franchisees) except under the terms of our Referral Program.

You may contract with a client that resides in a territory owned by another ALL Business as long as you do not acquire the client as a result of Targeted Marketing you conduct in that territory. For example, you may contract with a client that resides in a territory owned by another ALL Business if:

- you solicit the client or the client's family within your Territory

- the client is referred to you by one of your other clients or a third person not associated with you
- we refer the client to you
- another ALL Business refers the client to you
- you obtain the client while located within the other territory as long as the client is obtained through incidental activities and not through Targeted Marketing
- the client is a Corporate Lead and we authorize you to service the client because the territory owner declined to service the Corporate Lead or failed to contact or service the Corporate Lead in the required time or manner

Your marketing activities are also subject to the additional restrictions described in Item 11 under the Section entitled "Local Advertising". There are no other restrictions on your right to solicit clients, Senior Communities, Referral Sources or Senior Care Providers, whether from inside or outside of your Territory.

Minimum Performance Requirements

After your Business has been open for 12 months, you must complete a minimum of 18 new client placements during each subsequent 6-month period (the "Minimum Performance Requirements"). Your failure to comply with this requirement constitutes an event of default under the Franchise Agreement, in which case we have the right to terminate the Franchise Agreement or modify or eliminate your territorial protections, including by taking any or all of the following actions:

- reducing the size of your Territory with a corresponding reduction in your Minimum Performance Requirements
- permitting other ALL Businesses to provide placement services involving Senior Communities and clients located within your Territory
- establishing, or authorizing another person to establish, an ALL Business within your Territory

Your territorial protections do not depend on achieving any other sales volume, market penetration, or other contingency.

Additional Franchises and Territories

You are not granted any options, rights of first refusal or similar rights to acquire additional territories or franchises.

Competitive Businesses Under Different Marks

We and our affiliates reserve the right to establish, own or operate, and grant others the right to establish, own or operate a business offering the same or similar services as those offered through an ALL Business, or different services under different trademarks (other than the Marks) inside and outside the Territory. Currently, neither we nor any affiliate of ours intends to operate or franchise another business under a different trademark that sells products or services similar to the products or services offered at by an ALL Business.

ITEM 13 TRADEMARKS

We grant you the right to operate a franchise under the name "Assisted Living Locators®" and logo shown on the cover page of this Disclosure Document. By trademark, we mean trade names, trademarks, service marks, and logotypes used to identify your Business or the products or services you provide. We may change the trademarks you may use from time to time (including by discontinuing use of the Marks listed in this Item 13). If this happens, we will reimburse you for your tangible costs of compliance (e.g., changing brochures, business cards, etc.). We have no other liability to you for changing the Marks.

The following trademarks are registered on the United States Patent and Trademark Office:

REGISTERED MARKS		
Mark	**Registration Number**	**Registration Date (Renewal Date)**
AssistedLiving Locators	(Principal Register) 3,292,322	September 11, 2007 (November 28, 2016)
ASSISTED LIVING LOCATORS (word mark)	(Supplemental Register) 3,263,817	July 10, 2007 (November 28, 2016)
ASSISTED LIVING LOCATORS (word mark)	(Principal Register) 4,699,430	March 10, 2015
AssistedLiving Locators	(Principal Register) 4,930,127	April 5, 2016
Matching Seniors with Caring Providers for Over a Decade	(Principal Register) 5,077,408	November 8, 2016
ASSISTED LIVING LOCATORS	(Principal Register) 6,075,037	June 9, 2020
Assisted Living Locators	(Principal Register) 6,091,748	June 30, 2020
Assisted Living Locators Your local senior living advisor	(Principal Register) 6,091,747	June 30, 2020
Assisted Living Locators	(Principal Register) 6,091,746	June 30, 2020
Assisted Living Locators Your local senior living advisor	(Principal Register) 6,091,745	June 30, 2020

All required affidavits have been filed and all required renewals for the trademark registrations listed above have been obtained.

The Marks above are owned by our affiliate, ALL Licensing, LLC ("ALL Licensing"). Pursuant to a License Agreement dated May 4, 2020 (the "License Agreement"), we were granted the right to use the Marks in the Assisted Living Locators System and to sublicense the Marks to our franchisees. The term of the License Agreement automatically renews annually unless it is terminated in accordance with its terms. ALL Licensing is permitted to terminate the License Agreement only if we declare bankruptcy or become insolvent, if we and ALL Licensing mutually agree to terminate the License Agreement or if we breach ALL Licensing's quality control standards and fail to cure the breach within a 60-day cure period. If the License Agreement is terminated, the agreement states that all sublicenses granted by us to our franchisees will continue in full force and effect until the expiration or termination of the applicable franchise agreement. Except as discussed above, no agreements limit our right to use or sublicense the use of the Marks.

You must follow our rules when using the Marks. You cannot use our name or mark as part of a corporate name or with modifying words, designs or symbols unless you receive our prior written consent. You may not use our Marks relating to the sale of any product or service that we have not authorized.

You must notify us immediately when you learn about an infringing or challenging use of the Marks. We will take the action we think appropriate, but we are not required to take any action if we do not feel it is warranted. We may require your assistance, but you may not control any proceeding or litigation relating to our Marks. You must not directly or indirectly contest our or ALL Licensing's right to the Marks.

Except as disclosed above, we are not required under the Franchise Agreement to: (a) protect your right to use the Marks or protect you against claims of infringement or unfair competition arising out of your use of the Marks; or (b) participate in your defense or indemnify you for expenses or damages you incur if you are a party to an administrative or judicial proceeding involving our marks or if the proceeding is resolved in a manner that is unfavorable to you.

There are no: (a) currently effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; (b) pending infringements, oppositions or cancellations; or (c) pending material litigation involving any of the Marks. We do not know of any infringing uses that could materially affect your use of the Marks.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise. Although we have not filed an application for copyright registration for the Manual, our website, our proprietary business management database (ALL-IN), or our marketing materials, we do claim a copyright to these items. During the term of your Franchise Agreement, we will allow you to use our proprietary information relating to the development, marketing and operation your Business, including, methods, techniques, assessments, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual. We own all of your business records regarding your Business operations, including data regarding your clients, Senior Communities, Referral Sources and Senior Care Providers, but will allow you to use these business records and the associated data during the term of the Franchise Agreement. All ideas, improvements, inventions, marketing materials, and other concepts you develop relating to the operation of your Business will be owned by us.

You must maintain the confidentiality of our proprietary information and use it only in strict accordance with the terms of the Franchise Agreement and the Manual. You must promptly tell us when you learn about unauthorized use of our proprietary information. We are not obligated to act but will respond to this information as we deem appropriate. You may not control any proceeding or litigation alleging the unauthorized use of any of our proprietary information. We have no obligation to indemnify you for any expenses or damages arising from any proceeding or litigation involving our proprietary information. There are no infringements that are known by us at this time.

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

You must designate an owner who will be primarily responsible for the daily management and supervision of the Business (the "Managing Owner"). The Managing Owner must:

- be approved by us
- successfully complete all training programs we require
- dedicate full-time efforts to the Business
- at all times hold at least a 20% ownership interest in the franchise (or the entity that is the franchisee under the Franchise Agreement).

You may hire managers to assist the Managing Owner with the daily management and supervision of your Business. Any person you hire as a manager must:

- successfully complete all training programs we require
- sign the Brand Protection Agreement attached to the Franchise Agreement as ATTACHMENT "E"

At all times, the Managing Owner must monitor and supervise the activities of each manager to ensure the Business is operated in accordance with the Franchise Agreement and the Manual. The Managing Owner must remain actively involved with the management and supervision of the Business on a full-time basis even if you hire managers. We do not require that the manager own any equity interest in the franchise.

If you are an entity, each owner (i.e., each person holding an ownership interest in you) and the spouse of each owner must sign the Franchise Owner Agreement attached to the Franchise Agreement as ATTACHMENT "C".

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We must approve all goods and services you offer or sell. You must offer all goods and services we require. You may not offer, sell or provide any goods or services we have disapproved. We may change the goods and services you offer, sell and provide at any time and you must comply with the change.

Except as we may otherwise approve, you may only enter into Marketing Agreements with Senior Communities located in your Territory. You may not contract with clients that reside outside of your Territory except as otherwise provided in Item 12 of this Disclosure Document in the Section entitled "Restrictions on Your Sales and Marketing Activities." You may not place clients with Senior Communities located within a territory owned by another ALL Business except in compliance with our Referral Program.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
a. Length of the franchise term	Section 4.1	Term is equal to 10 years.
b. Renewal or extension of the term	Section 4.1 & 4.2	If you meet our conditions for renewal, you can enter into 4 consecutive successor franchise agreements. Each renewal term will be 5 years, for a total maximum term of 30 years. You and we may agree to further renewals but neither of us can be required to do so (subject to state law).

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
c. Requirements for you to renew or extend	Section 4.1 & 4.2	You must: not be in default; give us timely notice; sign our then-current form of franchise agreement and related documents (e.g., Franchise Owner Agreement, Brand Protection Agreement, etc.); sign a general release (subject to state law); and pay renewal fee. You may not renew if we withdraw from the market in which your Territory is located. If you renew, you may be required to sign a contract with materially different terms and conditions than the original contract.
d. Termination by you	Not applicable	None except as subject to state law.
e. Termination by us without cause	Section 21.4	We can terminate without cause if you and we mutually agree to terminate.
f. Termination by us with cause	Section 21.1, 21.2 & 21.3	We can terminate if you default.
g. "Cause" defined - curable defaults	Section 21.2 & 21.3	You have 10 days to cure any monetary default. You have 30 days to cure any other default (other than defaults described below under "non-curable defaults").
h. "Cause" defined - non-curable defaults	Section 21.1 & 21.2	The Franchise Agreement will automatically terminate without notice or an opportunity to cure if: you, a Managing Owner or any of your guarantors become insolvent, makes a general assignment for the benefit of creditors, or is adjudicated a bankrupt, unless otherwise restricted by the relevant bankruptcy laws; or a petition in bankruptcy for liquidation, reorganization, or other proceeding is filed by or against you, a Managing Owner or any of your guarantors; or a receiver is appointed or a bill in equity or other proceeding for the appointment of a receiver of you, a Managing Owner or any of your guarantors or other custodian for the Business or assets is allowed; or the real or personal property of you, a Managing Owner or any of your guarantors is attached or levied upon by any sheriff, marshal, or constable, or seized, taken over or foreclosed by a creditor, lienholder or lessor; or a final judgment against you remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed). We may, in our sole discretion, terminate the Franchise Agreement upon written notice, without opportunity to cure, for any of the following reasons: failure to successfully complete training or open in timely manner; insolvency; abandonment of franchise; failure to maintain required license or permit; conviction of certain types of crimes or subject of certain administrative actions; failure to comply with material law; commission of act that may adversely affect reputation of System or Marks; health or safety hazards; multiple incidents of dangerous or unlawful driving; material misrepresentations; 2nd underreporting of any amount due by at least 2%; unauthorized transfers; unauthorized use of our intellectual property; violation of brand protection covenant; breach of Franchise Owner Agreement by owner or spouse; unauthorized placements outside Territory; failure to meet minimum performance requirements; or termination of any other agreement between you and us or an affiliate due to your default.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
i. Your obligations on termination/non-renewal	Section 22.1	Obligations include: remove wraps or Marks from your vehicle(s); cease use of intellectual property; cease use of ALL-IN and delete copies from your computer; return Manual and branded materials; assign telephone numbers, email addresses, listings, domain names, associated/linked pages, websites, listings, etc. (you must sign the Power of Attorney – Telephone and Internet, attached as EXHIBIT "G"-5, which authorizes us to transfer these items); assign business records; assign Marketing Agreements, Client Agreements and Referral Services Agreements and transition them to us or another franchisee we designate; cease all communications with clients, Senior Communities and Referral Sources; cancel fictitious names; and pay amounts due (also see "r", below). We have the right to collect any revenues owed to you under Marketing Agreements, deduct all amounts owed to us and our affiliates, and pay the balance to you.
j. Assignment of contract by us	Section 20.1	No restriction on our right to assign.
k. "Transfer" by you – definition	Section 20.2 & Attachment A (definition of "Transfer")	Includes transfer of contract or assets, or ownership change.
l. Our approval of transfer by you	Section 20.2, 20.3 & Attachment A (definition of "Permitted Transfer")	If certain conditions are met, you may transfer to a newly formed entity owned by you, or in certain instances, to an existing owner, without our approval. We have the right to approve all other transfers but will not unreasonably withhold approval.
m. Conditions for our approval of transfer	Section 20.2	Transferee must: meet our qualifications; successfully complete training (or commit to do so); obtain all required licenses and permits; agrees in writing to assume your obligations under any agreements relating to the Business; and sign then-current form of franchise agreement for remainder of the term (or at our option, take assignment of existing franchise agreement). You must: be in compliance with Franchise Agreement; pay us transfer fee; and sign a general release (subject to state law).
n. Our right of first refusal to acquire your business	Section 20.5	We have the right to match any bona fide, arms-length offer for your business.
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Section 20.4	Within 180 days, franchise must be assigned by estate to an assignee in compliance with conditions for other transfers. We may designate manager to operate the Business prior to transfer.
q. Non-competition covenants during the term of the franchise	Section 15.2 & 15.3	No involvement in competing business; comply with non-solicitation and non-disclosure covenants. Non-competition provisions are subject to state law.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
r. Non-competition covenants after the franchise is terminated or expires	Section 15.2, 15.4 & 22.1	No involvement for 2 years in competing business operating within the county or counties in which your Territory is located; comply with non-solicitation and non-disclosure covenants; cease use of intellectual property. Non-competition provisions are subject to state law.
s. Modification of the agreement	Section 25.3 & 25.8	Requires writing signed by both parties (except for unilateral changes to Manual or unilateral reduction of scope of restrictive covenants by us). Other modifications primarily to comply with various states laws.
t. Integration/merger clause	Section 25.8	Only terms of the Franchise Agreement and attachments to Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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.
u. Dispute resolution by arbitration or mediation	Section 23 & 11.16	You must first bring any claim or dispute between you and us to our President and provide us with 30 days' notice and opportunity to cure. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. If the matter isn't resolved, at our option, any claim, dispute or disagreement, including any matter pertaining to the interpretation of the Franchise Agreement or issues relating to the offer and sale of the franchise or the relationship between the parties (a "Dispute") to mediation under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. The mediation will take place in the county in which we maintain our principal place of business at the time the Dispute arises (currently, Maricopa County, Arizona) and the parties irrevocably waive any objection to such venue. (subject to state law).
v. Choice of forum	Section 23	Subject to state law, all mediation and litigation must take place in county where we maintain our principal place of business at time dispute arises (currently, Maricopa County, Arizona).
w. Choice of law	Section 25.1	Subject to state law, Arizona law governs.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

System Statistics & Subsets Utilized

The following presents certain financial performance information for the 12-month period of time commencing January 1, 2022 and ending December 31, 2022 (the "Measuring Period") for each franchisee that met certain qualifying criteria. We did not include data for any ALL Business owned by us or our affiliates.

In order to be included (a "qualifying franchisee"), the franchisee must have: (a) been open and operating for the entire 2022 calendar year; and (b) been operated and managed by 1 or more owners of the franchise on a full-time basis. The financial performance representation does not include data for any franchised outlets that are not managed by at least 1 franchise owner on a full-time basis (i.e., passive ownership). In the past, we allowed passive ownership where the franchise owner was not actively involved with the business on a full-time basis and either (a) hired a third-party manager to manage the business or (b) operated the business on a part-time basis while holding another job. We no longer allow passive ownership under our current franchise model. Therefore, the results from those franchisees have been excluded since their method of operation is materially different than the franchise offered under this Disclosure Document.

As of December 31, 2022, there were 102 franchisees open and operating (with a total of 134 territories), and 75 of these franchisees are qualifying franchisees. Of the 102 franchisees that were open as of December 31, 2022, 27 were not qualifying franchisees for the following reasons:

- 18 franchisees (with a total of 25 territories) were excluded because they were not open for the entire Measuring Period
- 9 franchisees (with a total of 10 territories) were excluded due to passive ownership

The table below summarizes the franchisee statistics and the number of qualifying franchisees (each referred to as an "outlet") whose data has been included:

SYSTEM STATISTICS						
Franchisees in Operation (January 1, 2022)	**Franchisees in Operation (December 31, 2022)**	**Franchisees that Opened During 2022**	**Franchisees that Left System During 2022**	**Franchisees in Operation All of 2022**	**Passive Ownership Franchisees in Operation All of 2022**	**Qualifying Franchisees**
97	102	18	13	84	9	75

There are no material differences between the operations of the ALL Businesses operated by the franchisees whose data has been included and the franchised business offered under this Disclosure Document.

For purposes of this financial performance representation, each franchisee is considered a separate "outlet," although some franchisees operate multiple territories. The 75 franchisees whose data was included operate a total of 100 territories as of December 31, 2022. We have created the following subsets based on the number of territories owned as of December 31, 2022, as reflected in the table on the following page:

Subset	Number of Territories Owned**	Number of Franchisees	Total Number of Territories
1	All Franchisees	75	100
2	Franchisees Operating 1 Territory	54	54
3	Franchisees Operating 2 Territories	17*	34
4	Franchisees operating 3 Territories	4	12

* One of the 17 franchisees listed as operating 2 territories closed her 2nd territory on December 31, 2022. Since her 2nd territory was open nearly the entire year, we have treated her as having operated 2 territories throughout the entire 2022 calendar year for purposes of this Financial Performance Representation.

** The determination of number of territories owned was made as of the end of the 2022 calendar year. For example, if a franchisee began 2022 with 1 territory, purchased an additional territory in June 2022 and ended 2022 owning 2 territories, the franchisee would be listed as a Franchisee Operating 2 Territories. In 2022, we had 3 franchisees (whose data was included in this Financial Performance Representation) change the number of territories owned during 2022, including: (1) 1 franchisee that started the year with 2 territories and ended the year with 1 territory; and (2) 2 franchisees that started the year with 3 territories and ended the year with 2 territories.

Defined Terms

For purposes of this financial performance representation, the following terms have the meanings given to them below:

"Gross Invoiced Revenues" means the total amount of revenues invoiced, including (a) amounts that were not collected during the calendar year, or a reduction in fee due to a short-term stay or move-out, (b) amounts that could not be collected due to a client's death or for any other reason. The term Gross Invoiced Revenues does not include any sales or use taxes. The total amount of Gross Collected Revenues may be materially less than the total amount of Gross Invoiced Revenues.

"Gross Collected Revenues" means all gross sums collected by the franchised ALL Business, such as revenues from the sale or provision of goods or services, proceeds from business interruption insurance and referral fees collected, including referral fees paid by Referral Sources, Senior Care Providers, other ALL Businesses (such as fee splits under our Referral Program) or us (such as fee splits relating to a Regional Account). Gross Collected Revenues includes any Gross Collected Referral Proceeds (defined in Item 6, Note 4). With respect to fees generated through our Referral Program, Gross Collected Revenues only includes the franchisee's share of the placement fee collected by the franchisee. Gross Collected Revenues excludes the following amounts:

- any referral fee the franchisee pays us for a Corporate Lead
- any placement fee the franchisee collects but pay to another ALL Business under our Referral Program
- any sales or use tax the franchisee collects and pays to the applicable taxing authority
- the wholesale price paid by the franchisee for any merchandise or other retail items that it sells (Gross Collected Revenues includes the difference between the retail price received from the sale of the item and the wholesale price that the franchisee paid for the item)

The total amount of Gross Collected Revenues may be materially less than the total amount of Gross Invoiced Revenues.

Financial Performance Representation

The following table presents the Gross Invoiced Revenues generated during 2022 by the qualifying franchisees described above:

2022 GROSS INVOICED REVENUES (SUBSETS BASED ON NUMBER OF TERRITORIES OWNED)						
Subset (Number of franchisees)	**Number of Territories Owned**	**Lowest**	**Highest**	**Median**	**Average**	**Number & Percent that Achieved/Surpassed Average**
Subset 1 (75 franchisees)	All	$1,451	$1,061,105	$116,831	$190,449	21 of 75 (28%)
Subset 2 (54 franchisees)	1	$1,451	$672,347	$90,246	$149,636	18 of 54 (33%)
Subset 3 (17 franchisees)	2	$66,998	$1,061,105	$149,852	$243,503	4 of 17 (24%)
Subset 4 (4 Franchisees)	3	$255,038	$825,502	$491,600	$515,935	2 of 4 (50%)

The following table presents the Gross Collected Revenues generated during 2022 by the qualifying franchisees described above:

2022 GROSS COLLECTED REVENUES (SUBSETS BASED ON NUMBER OF TERRITORIES OWNED)						
Subset (Number of franchisees)	**Number of Territories Owned**	**Lowest**	**Highest**	**Median**	**Average**	**Number & Percent that Achieved/Surpassed Average**
Subset 1 (75 franchisees)	All	$10,834	$797,055	$109,517	$165,219	23 of 75 (31%)
Subset 2 (54 franchisees)	1	$10,834	$578,962	$90,246	$131,882	17 of 54 (31%)
Subset 3 (17 franchisees)	2	$69,707	$797,0955	$149,212	$202,236	4 of 17 (24%)
Subset 4 (4 Franchisees)	3	$255,612	$687,599	$444,255	$457,943	2 of 4 (50%)

Notes:

1. In making the above financial performance representation, we have relied upon reports submitted to us by our franchisees. Neither we nor any independent certified public accountant has independently audited or verified the information.
2. The financial performance representation is based on the historical results from the franchisees described above.
3. The financial performance representation does not include any expense information. As a franchisee, you will incur a variety of expenses, such as payroll expenses (if you have employees or independent contractors), marketing expenses, gas, vehicle expenses, utilities as well as the initial and ongoing fees imposed under the Franchise Agreement.

Some Assisted Living Locators businesses have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

Written substantiation for this financial performance representation will be made available to you upon your reasonable written request.

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 Angela Olea at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251, (800) 267-7816, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2020 TO 2022				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2020	125	129	+4
	2021	129	131	+2
	2022	131	134	+3
Company-Owned	2020	3	6	+3
	2021	6	3	-3
	2022	3	3	0
Total Outlets	2020	128	135	+7
	2021	135	133	-1
	2022	134	137	+3

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2020 TO 2022		
State	**Year**	**Number of Transfers**
Arizona	2020	0
	2021	0
	2022	1
Florida	2020	0
	2021	0
	2022	3
Maryland	2020	1
	2021	1
	2022	1
Massachusetts	2020	0
	2021	1
	2022	1
Washington	2020	0
	2021	0
	2022	1

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2020 TO 2022		
State	**Year**	**Number of Transfers**
Total	2020	1
	2021	2
	2022	7

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Termin-ations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations - Other Reasons**	**Outlets at End of Year**
Alabama	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Arizona	2020	11	0	0	0	0	1	10
	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
California	2020	16	2	0	0	0	2	16
	2021	16	0	0	0	1	2	13
	2022	13	4	4	0	0	2	11
Colorado	2020	6	0	0	0	1	0	5
	2021	5	1	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Connecticut	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Delaware	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
District of Columbia	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	10	1	3	0	0	0	8
	2021	8	9	0	0	0	1	16
	2022	16	0	0	0	0	2	14

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Termin-ations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations - Other Reasons**	**Outlets at End of Year**
Georgia	2020	2	2	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Idaho	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois	2020	1	1	1	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Indiana	2020	3	0	0	0	0	0	3
	2021	3	0	1	0	0	0	2
	2022	2	0	0	0	0	0	2
Kansas	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Kentucky	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Louisiana	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maine	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maryland	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	1	0	1	1	4
Massachusetts	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	2	0	0	0	0	5

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Termin-ations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations - Other Reasons**	**Outlets at End of Year**
Michigan	2020	7	1	0	0	0	0	8
	2021	8	1	1	0	0	0	8
	2022	8	0	0	0	0	0	8
Minnesota	2020	2	0	0	0	0	2	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Mississippi	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Missouri	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nebraska	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
New Hampshire	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
New Jersey	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	2	0	0	0	0	5
New York	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
North Carolina	2020	6	1	0	0	0	0	7
	2021	7	0	1	0	0	0	6
	2022	6	0	0	0	0	2	4
Ohio	2020	7	1	0	0	0	0	8
	2021	8	0	1	0	0	1	6
	2022	6	1	0	0	0	0	7

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Termin-ations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations - Other Reasons**	**Outlets at End of Year**
Oregon	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	1	0	2
	2022	2	1	0	0	0	0	3
Pennsylvania	2020	1	2	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Rhode Island	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
South Carolina	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	1	4
Tennessee	2020	1	2	0	0	1	0	2
	2021	2	1	0	0	0	1	2
	2022	2	0	0	0	0	0	2
Texas	2020	11	2	0	0	1	2	10
	2021	10	2	0	0	0	3	9
	2022	9	0	0	0	0	1	8
Utah	2020	1	1	1	0	0	0	1
	2021	1	1	1	0	0	0	1
	2022	1	1	0	0	0	1	1
Virginia	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	1	2
	2022	2	1	0	0	0	0	3
Washington	2020	0	3	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
Wisconsin	2020	1	2	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Termin-ations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations - Other Reasons**	**Outlets at End of Year**
Totals	2020	125	21	5	0	3	9	129
	2021	129	18	5	0	2	9	131
	2022	131	19	5	0	1	10	134

* In some cases, a franchisee may own a territory that encompasses a portion of 2 states. In those situations, we list the outlet within the state in which the majority of the territory (i.e., the largest population) is located.

Notes:

1. During 2022, 1 existing franchisee moved their territory from California to Oregon.

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2020 TO 2022							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of Year**
California	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1
Colorado	2020	0	0	1	0	0	1
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
Georgia	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Minnesota	2020	1	0	0	0	0	1
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
North Carolina	2020	1	0	0	0	0	1
	2021	1	0	0	1	0	0
	2022	0	0	0	0	0	0
Oregon	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2020 TO 2022							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of Year**
Tennessee	2020	0	0	1	0	0	1
	2021	1	0	0	1	0	0
	2022	0	0	0	0	0	0
Texas	2020	0	0	1	0	0	1
	2021	1	0	0	1	0	0
	2022	0	0	0	0	0	0
Totals	2020	3	0	3	0	0	6
	2021	6	0	2	3	2	3
	2022	3	0	0	0	0	3

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2022			
State	**Franchise Agreements Signed But Outlet Not Opened**	**Projected New Franchised Outlets in the Next Fiscal Year**	**Projected New Company-Owned Outlets in the Next Fiscal Year**
California	0	5	0
Connecticut	0	1	0
Delaware	1	1	0
Florida	0	5	0
Georgia	0	2	0
Maryland	0	2	0
North Carolina	0	1	0
Ohio	0	1	0
Oklahoma	0	1	0
Pennsylvania	0	1	0
Texas	0	2	0
Virginia	1	1	0
Washington	0	2	0
Totals	2	25	0

Our fiscal year ends on December 31st. A list of all current Assisted Living Locators franchisees is attached to this Disclosure Document as EXHIBIT "E" (Part A), including their names and the addresses and telephone numbers of their outlets as of December 31, 2022. In addition, EXHIBIT "E" (Part B) lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet transferred, terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If**

you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In the last 3 fiscal years, some franchisees have signed confidentiality agreements with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

We have created the following Franchise Advisory Council:

Franchise Advisory Council
8100 E. Indian School Road, Suite 201
Scottsdale, Arizona 85251
(800) 267-7816
Attn: Angela Olea
angela@assistedlivinglocators.com

Except for the Franchise Advisory Council listed above, there are no (a) trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored or endorsed or (b) independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

The audited consolidated financial statements for our parent EHC Holding Company, LLC for the fiscal year ended December 31, 2022, as well as our audited financial statements for the fiscal years ended December 31, 2021 and December 31, 2020 are attached to this Disclosure Document as EXHIBIT "F". Our parent EHC Holding Company, LLC has guaranteed our performance with you and a copy of the guaranty is attached as EXHIBIT "F-2" to this disclosure document. Our fiscal year end is December 31st.

ITEM 22 CONTRACTS

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

Exhibits to Disclosure Document

EXHIBIT "C"	Franchise Agreement
EXHIBIT "G"-1	Franchisee Disclosure Questionnaire **(Questionnaire may not be signed or used if the franchisee resides within, or the franchised business will be located within, a franchise registration state)**
EXHIBIT "G"-2	General Release
EXHIBIT "G"-3	ALL-IN User Agreement and Privacy Policy
EXHIBIT "G"-4	HIPAA Business Associate Agreement
EXHIBIT "G"-5	Power of Attorney – Telephone and Internet
EXHIBIT "G"-6	Sample Client Contract
EXHIBIT "G"-7	Franchise Resale Agreement
EXHIBIT "H"	State Addenda and Agreement Riders
EXHIBIT "I"	State Effective Dates

Attachments to Franchise Agreement

ATTACHMENT "B"	Form of Referral Network Participation Agreement
ATTACHMENT "C"	Franchise Owner Agreement
ATTACHMENT "D"	ACH Authorization Form
ATTACHMENT "E"	Brand Protection Agreement

ITEM 23 RECEIPT

EXHIBIT "J" to this Disclosure Document are detachable receipts. You are to sign both, keep one copy and return the other copy to us.

EXHIBIT "A"

TO DISCLOSURE DOCUMENT

STATE AGENCIES AND ADMINISTRATORS

CALIFORNIA
Commissioner of Financial Protection & Innovation
Department of Financial Protection & Innovation
320 West 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
1-866-275-2677

HAWAII
Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722
Agents for Service of Process:
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Illinois Attorney General
Chief, Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA
Secretary of State
Securities Division
Room E-018
302 West Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360

MICHIGAN
Franchise Section
Consumer Protection Division
525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor
Lansing, MI 48913
(517) 335-7567

MINNESOTA
Commissioner of Commerce
Director of Registration
85 Seventh Place East, #280
St. Paul, Minnesota 55101-3165
(651) 539-1500

NEW YORK
New York Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street
New York, NY 10005
(212) 416-8222
Agents for Service of Process:
New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231

NORTH DAKOTA
North Dakota Securities Department
State Capitol, 5th Floor, Dept 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-4712

RHODE ISLAND
Department of Franchise Regulation
1511 Pontiac Avenue, John O. Pastore Complex, Bldg 69-1
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA
Department of Labor and Regulation
Division of Insurance Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051
Agents for Service of Process:
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN
Department of Financial Institutions
Division of Securities
201 W Washington Avenue, Suite 500, Madison, WI 53703
(608) 261-9555

EXHIBIT "B"

TO DISCLOSURE DOCUMENT

FRANCHISOR'S AGENT FOR SERVICE OF PROCESS

ALL Franchising, LLC
A Delaware limited liability company
8100 E. Indian School Road, Suite 201
Scottsdale, Arizona 85251

In states listed in EXHIBIT "A", the additional agent
for Service of Process is listed in EXHIBIT "A"

EXHIBIT "C"

TO DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

[See Attached]

ASSISTED LIVING LOCATORS FRANCHISE AGREEMENT

FRANCHISEE: _____
DATE: _____

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ATTACHMENTS

ATTACHMENT "A"	Deal Terms
ATTACHMENT "B"	Form of Referral Network Participation Agreement
ATTACHMENT "C"	Franchise Owner Agreement
ATTACHMENT "D"	ACH Authorization Form
ATTACHMENT "E"	Brand Protection Agreement
ATTACHMENT "F"	Definitions

ASSISTED LIVING LOCATORS FRANCHISE AGREEMENT

This Assisted Living Locators Franchise Agreement (this "Agreement") is entered into as of _____, 202__ (the "Effective Date") between ALL Franchising, LLC, a Delaware limited liability company ("we" or "us") and _____, a(n) _____ ("you").

1. DEFINITIONS. Capitalized terms used in this Agreement are defined either in the body of this Agreement or in ATTACHMENT "F". For capitalized terms that are defined in the body of this Agreement, ATTACHMENT "F" lists the Sections of this Agreement in which such terms are defined. For purposes of this Agreement, the term "ALL Business" refers to an Assisted Living Locators business, and includes any Assisted Living Locators business operated by us, our affiliates, you or another Assisted Living Locators franchisee.

2. GRANT OF FRANCHISE. We hereby grant you a license to own and operate an Assisted Living Locators business (your "Business") using our Intellectual Property solely within the geographic area identified in ATTACHMENT "A" (your "Territory"). As an Assisted Living Locators franchisee, you will operate a home-based business that assists seniors and their families with evaluating and locating Senior Communities (defined below) that meet their geographic, financial and clinical needs and preferences. In connection with your Business, you will:

(i) identify, inspect, evaluate, monitor and establish relationships with assisted living facilities, memory care communities, nursing homes, senior care homes and independent living senior communities (collectively, "Senior Communities") that are located within your Territory;

(ii) identify and establish referral relationships with hospitals, insurance companies, HMO's, transitional care companies and other similar types of businesses or institutions that are in a position to refer clients in need of senior placement services ("Referral Sources");

(iii) identify, evaluate and establish referral relationships with providers of various senior care services (other than placement services) that may be necessary or helpful to your clients, including real estate agents, downsizing specialists, home health experts, financial planners, financing companies and elder-care attorneys ("Senior Service Providers");

(iv) contract with your clients and conduct an assessment of each client's unique situation and needs to identify Senior Communities that may be a good match for their needs;

(v) facilitate the placement of each client with the Senior Community that best meets their needs, either directly or in conjunction with another ALL Business through our Referral Program described in Section 11.11; and

(vi) when appropriate, refer your clients to one or more Senior Service Providers that offer goods or services that you reasonably believe may be necessary of helpful to your clients.

You must establish and operate your Business in strict compliance with all of the terms and conditions of this Agreement. We reserve all rights not expressly granted to you.

3. TERRITORIAL RIGHTS AND LIMITATIONS.

3.1. Territorial Rights. You are not granted an exclusive Territory. However, you will receive the territorial protections described below for the duration of the Term, unless we modify such protections pursuant to Section 12 as a result of your breach of the minimum performance requirements:

(a) Marketing Agreements. We will not enter into, or authorize any other ALL Business to enter into, a Marketing Agreement with any Senior Community located in your Territory except as otherwise permitted by Section 3.2(a) (Regional Accounts) and Section 3.2(d) (Acquisitions). If we have entered into a Marketing Agreement with a Senior Community in your Territory prior to the Effective Date, we will assign the

Marketing Agreement to you at the time you commence operating your Business. Notwithstanding the foregoing, we have no obligation to assign any Marketing Agreement to you if such Marketing Agreement is associated with a Regional Account.

(b) Targeted Marketing. We will not engage in, or authorize any other ALL Business to engage in, "Targeted Marketing" within your Territory, except as otherwise permitted by Section 3.2(d) (Acquisitions). "Targeted Marketing" is any advertising or marketing that is directed into a specific territory for the primary purpose of soliciting clients, Senior Communities and/or Referral Sources within that territory. Marketing and advertising that is distributed, circulated or received within both the territory of the person engaging in the advertising as well as the territory of another ALL Businesses is not deemed to be "Targeted Marketing" if: (a) the person engaging in the advertising uses reasonable efforts to limit the circulation or distribution of the advertising to areas within that person's territory; and (b) the majority of the recipients of the advertising are located within the territory of the person engaging in the advertising and there is only incidental circulation or distribution outside of that person's territory. "Targeted Marketing" also does not include any marketing that we conduct as part of our administration of the brand and system development fund or other systemwide marketing or advertising efforts. The Manual may further describe the circumstances in which advertising or marketing is deemed to be "Targeted Marketing." Other ALL Businesses are free to contract with clients, Referral Sources and Senior Care Providers that reside or are located within your Territory as long as they do not, without your prior written permission, solicit the clients, Referral Sources or Senior Care Providers utilizing Targeted Marketing within your Territory.

(c) Placements. We will not place, or authorize any other ALL Business to place, clients with Senior Communities that are located in your Territory except as otherwise permitted by Section 3.2(a) (Regional Accounts), Section 3.2(b) (Referral Program), Section 3.2(c) (Corporate Leads) and Section 3.2(d) (Acquisitions).

3.2. Limitations on Territorial Rights. We and our affiliates reserve all rights not expressly granted to you under this Agreement. Your territorial rights and protections described in Section 3.1 above are subject to the following exceptions and limitations:

(a) Regional Accounts. We have the exclusive right to enter into Marketing Agreements with businesses that have Senior Communities in multiple territories (a "Regional Account"), including Regional Accounts that have one (1) or more Senior Communities located in your Territory. You may not enter into a Marketing Agreement with a Regional Account without our prior written consent, which we may withhold in our sole discretion. If you enter into a Marketing Agreement with a Senior Community that (at the time of contracting) only has facilities within your Territory but subsequently opens additional facilities in one (1) or more territories owned by other ALL Businesses, we reserve the right to take any of the following actions in our sole discretion:

(i) Negotiate and enter into a new Marketing Agreement with the Senior Community and convert them to a Regional Account, in which case your Marketing Agreement would be terminated and replaced by our Marketing Agreement. If we convert the Senior Community to a Regional Account, we may negotiate an alternative fee structure, but we will attempt to retain any favorable fee structure that you negotiated under your original Marketing Agreement for future placements that you make in your Territory. If you place a client with a Senior Community in your Territory that we manage as part of a Regional account, we reserve the right to treat the placement as part of our Referral Program and share the placement fee with you in accordance with the Referral Program fee sharing provisions. However, as of the Effective Date, our current practice in these situations is to either collect the placement fee and

remit 100% of the proceeds to you or allow you to directly invoice and collect the placement fee depending on the preference of the Senior Community (subject to our right to charge you the referral fee pursuant to Section 6.6 if the client was referred to you as a Corporate Lead).

(ii) Limit the scope of your Marketing Agreement to the Senior Community or Senior Communities that are located within your Territory and allow other ALL Businesses to negotiate and enter into separate Marketing Agreements for the Senior Communities that are located in their territories.

(iii) Authorize you to retain the Marketing Agreement and manage the relationship as a Regional Account, in which case any placements made at Senior Communities that are part of the Regional Account but located outside of your Territory would be governed by the terms of our Referral Program. At any time, we may revoke our authorization for you to manage the Regional Account and either: (a) transition the Regional Account to us (in accordance with clause (i) above); or (b) require separate Marketing Agreements with each ALL Business that owns a territory in which one (1) or more of the Senior Communities are located (in accordance with clause (ii) above).

(b) Referral Program. Other ALL Businesses may place clients with Senior Communities located in your Territory through our Referral Program described in Section 11.11. You and all other ALL Businesses must cooperate with each other relating to placements made through the Referral Program. If another ALL Business seeks to place a client at a Senior Community in your Territory and elects to turn the client over to you, we may provide the placement services if you are unable or refuse to provide the placement services. If this occurs: (i) you must collect the placement fee from the Senior Community and immediately remit the entire fee to us: (ii) we will share a portion of the placement fee with the other ALL Business that initially established the client relationship; and (iii) you will not be entitled to any portion of the placement fee.

(c) Corporate Leads. If we refer a Corporate Lead to you and you choose not to accept the Corporate Lead or you fail to contact or service the Corporate Lead in the manner we require, we may provide, or authorize another ALL Business to provide, placement services for the Corporate Lead, including for placements made at Senior Communities located within your Territory, and you will not be entitled to any portion of the placement fee. If this occurs, we may require that you collect the placement fee from the Senior Community and immediately remit the entire fee to us.

(d) Acquisitions. We and our affiliates reserve the right to engage in an Acquisition, even if a competitive business of the acquired or acquiring company is located within your Territory and convert the same to an ALL Business operating under our Marks. Any such acquired or converted ALL Business may be located within your Territory and engage in any and all activities within your Territory that you are authorized to conduct, including, without limitation, engaging in Targeted Marketing within your territory, entering into Marketing Agreements with Senior Communities in your Territory and placing clients with Senior Communities in your Territory. You will not be entitled to any compensation for placements made, or other goods or services sold, by any such acquired or converted ALL Business within your Territory, except that you will receive a split of any placement fee involving a placement made with a Senior Community with whom you have entered into a Marketing Agreement (any such placement would be governed by the terms of our Referral Program). Additionally, we and our affiliates reserve the right to merge with, acquire or be acquired by any business of any kind under other systems and/or other marks, which businesses may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services

the same as, similar to, or different from those offered by your ALL Business inside or outside your Territory.

(e) Additional Franchises. We reserve the right to develop and operate and grant rights, franchises and licenses to others to develop and operate ALL Businesses under the Marks on any terms and conditions that we in our sole discretion deem appropriate provided that we comply with the territorial protections set forth in Section 3.1. Additionally, we and our affiliates reserve the right to establish, own or operate, and grant others the right to establish, own or operate a business offering the same or similar services as those offered through an ALL Business, or different services under different trademarks (other than the Marks) inside and outside the Territory.

(f) Alternative Channels of Distribution. We and our affiliates reserve the right to sell or grant franchises or licenses to third parties to sell, competitive or identical goods or services in your Territory, under the Marks or under different trademarks, through alternative channels of distribution, such as through the Internet, catalog sales, telemarketing or other direct marketing. You are not entitled to any compensation for sales that take place through alternative channels of distribution.

3.3. Extra-Territorial Operations. You may not operate your Business, or conduct certain activities related to your Business, outside of your Territory, except as expressly permitted by this Agreement.

(a) Marketing Agreements. You may not enter into Marketing Agreements with Senior Communities that are located outside of your Territory without our prior written approval. If we allow you to do so, you must agree to any conditions that we impose and our approval will only be for adjacent territories that are not owned by another ALL Business. We may revoke our authorization at any time in our sole discretion. If you sign a Marketing Agreement with a Senior Community located in an area outside of your Territory and that area subsequently becomes part of a territory owned by another ALL Business, then (i) you must assign the Marketing Agreement to such ALL Business; and (ii) and you may not engage in any further placements involving that Senior Community following the date that the new ALL Business commences operations in such territory (which is deemed to be the date of completion of initial training for new franchisees) except under the terms of our Referral Program. You must cooperate and help facilitate the transition of the Senior Community to the ALL Business that acquired the territory.

(b) Targeted Marketing. You may not engage in any Targeted Marketing within a territory owned by another ALL Business without the prior written approval of the territory owner. You may engage in Targeted Marketing to solicit clients, Senior Communities and Referral Sources within an area that is outside your Territory (an "Expansion Territory") only if: (i) the Expansion Territory is adjacent to your Territory; (ii) the Expansion Territory is not included within a territory owned by another ALL Business (either in whole or in part); and (iii) you are reasonably capable of consistently providing placement services in the Expansion Territory in accordance with our standards, policies and procedures. You will have no territorial rights or protections whatsoever with respect to an Expansion Territory. We retain sole discretion to revoke your authorization to conduct Targeted Marketing within an Expansion Territory at any time for any reason (or for no reason). If we revoke our authorization, you must: (i) immediately discontinue all Targeted Marketing within the Expansion Territory; and (ii) upon our request, assign any Marketing Agreements you entered into with Senior Communities located in the Expansion Territory either to us or to another ALL Business that we designate.

(c) Placements. You may not place a client with any Senior Community that is located in a territory owned by another ALL Business except in compliance with our Referral Program.

(d) Clients. You may contract with a client that resides in a territory owned by another ALL Business as long as you do not acquire the client as a result of Targeted Marketing that you conduct in that territory. For example, you may contract with a client that resides in a territory owned by another ALL Business if: (i) you solicit the client or the client's family within your Territory; (ii) the client is specifically referred to you by one of your other clients or a third person not associated with you; (iii) we refer the client to you; (iv) another ALL Business refers the client to you; (v) you obtain the client while located within the other territory as long as the client is obtained through incidental activities and not through Targeted Marketing; or (vi) the client is a Corporate Lead and we authorize you to service the client because the territory owner declined to service the Corporate Lead or failed to contact or service the Corporate Lead in the time or manner that we required.

4. TERM AND RENEWAL.

4.1. Generally. The term of this Agreement will begin on the Effective Date and expire 10 years thereafter (the "Term"). If this Agreement is the initial franchise agreement for your Business, you may enter into a maximum of four (4) successor franchise agreements (each, a "Successor Agreement") as long as you meet the conditions for renewal specified below. The Successor Agreement shall be the current form of franchise agreement that we use in granting Assisted Living Locators franchises as of the expiration of the Term or renewal term, as applicable. The terms and conditions of the Successor Agreement may vary materially and substantially from the terms and conditions of this Agreement. Each renewal term will be five (5) years, for a maximum total term of 30 years. You will have no further right to operate your Business following the expiration of the final renewal term unless we grant you another franchise or agree to further renewals in our sole discretion. If this Agreement is a Successor Agreement, the renewal provisions in your original franchise agreement will dictate the length of the Term of this Agreement as well as your remaining renewal rights, if any.

4.2. Renewal Requirements. In order to enter into a Successor Agreement, you and the Owners (as applicable) must:

(i) notify us in writing of your desire to enter into a Successor Agreement not less than 210 days nor more than 270 days before the expiration of the Term or renewal term, as applicable;

(ii) not be in default under this Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Agreement;

(iii) sign the Successor Agreement and all ancillary documents that we require franchisees to sign;

(iv) sign a General Release;

(v) pay us a $7,500 renewal fee; and

(vi) take any additional action that we reasonably require. You may not renew if we have notified you that we have withdrawn from the market in which your Territory is located and no longer operate, or grant others the right to operate, ALL Businesses in such market.

4.3. Interim Term. If you do not sign a Successor Agreement after the expiration of the Term and you continue to accept the benefits of this Agreement, then at our option, this Agreement may

be treated either as: (a) expired as of the date of the expiration with you then operating without a franchise to do so and in violation of our rights; or (b) continued on a month-to-month basis (the "Interim Term") until either party provides the other party with 30 days' prior written notice of the party's intention to terminate the Interim Term. In the latter case, all of your obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you upon the expiration or termination of this Agreement will be deemed to take effect upon the termination of the Interim Term.

Except as otherwise permitted by this Section 4, you have no right to continue to operate your Business following the expiration of the Term.

5. TRAINING AND CONFERENCES

5.1. **Initial Training Program.** The Managing Owner and all of your high-level managers must attend and successfully complete our initial training program within 60 days after the Effective Date. Your other Owners and employees may not attend initial training without our prior permission. The Managing Owner must successfully complete our initial training program on either the first or second attempt (and in each case within 60 days after the Effective Date). The business set-up fee that you pay pursuant to Section 14.2 covers, among other things, the costs of the pre-opening initial training program. However, you must pay us an additional fee of $1,500 per person for any person that must retake initial training after failing the first attempt. This fee is due prior to training.

5.2. **Initial Training For New Owners/Managers.** If you hire a new high-level manager or appoint a new Managing Owner after we conduct our pre-opening initial training program, the new manager or Managing Owner, as applicable, must attend and successfully complete our then-current initial training program. You must pay us a fee of $1,500 per person for: (a) any new Managing Owner or manager that attends our initial training program after you open; and (b) any person that retakes initial training after failing the first attempt. This fee is due prior to training.

5.3. **Periodic Training.** We may offer periodic refresher or additional training courses for your Managing Owner and high-level managers. Attendance at these training programs is mandatory. We will not require attendance at more than one (1) periodic training course during any 12-month period. We currently do not charge an additional fee for this training but reserve the right to do so during the Term.

5.4. **Onsite Training and Assistance.** Upon your written request, we may provide onsite training or assistance in your Territory. The business set-up fee that you pay pursuant to Section 14.2 covers, among other things, the cost of the initial two (2) days of onsite training we provide within the first 12 months after you open (this two-day onsite training is only provided for the first (1st) franchised territory that you purchase and we reserve the right, in our sole discretion, to (a) substitute a different training or coaching program if we feel it would be more appropriate for your success and/or (b) postpone this training to take place at a date that is more than 12 months after you open your Business). If we provide any additional onsite training or assistance, you must pay us a fee of $2,500 per visit. The $2,500 fee covers a two-day visit. If we agree to visit your Territory for more than two (2) days as part of a single visit, we may charge you an additional $1,250 for each additional day that we visit. This fee is due 10 days after invoicing.

5.5. **Additional Training Upon Request.** Upon your written request, we may, but need not, provide additional assistance or training beyond that which we are required to provide under this Agreement. If we provide such additional training or support, we may charge you an additional fee of $125 per hour. This fee is due 10 days after invoicing. Any additional training or support that you request that is provided onsite in your Territory will be subject to our then current onsite training fee, currently $2,500, described in Section 5.4 instead of the hourly fee described in this Section.

5.6. **Certifications.** You agree to obtain and maintain all certifications that we require from time to time that are relevant to your Business. You and any of your personnel we designate must maintain all certifications that we require throughout the Term and you are responsible for any costs associated with ongoing recertification training.

5.7. **Conferences.** We may hold periodic national or regional conferences to discuss various business issues and operational and general business concerns affecting ALL Businesses. Attendance at these conferences is mandatory. We may charge you a conference registration fee of $500 per conference for two (2) attendees plus an additional $350 for each additional attendee. If you fail to attend a required conference, we may charge you a $1,000 non-attendance fee and make available to you any written conference materials distributed to conference attendees. The conference registration fee is due 60 days prior to the conference or as otherwise invoiced by us.

5.8. **Expenses**. You are responsible for all expenses and costs that your trainees incur for training or attending conferences, including wages, travel and living expenses. We do not pay for or cover any of these costs. If you transfer your franchise, we may charge the new franchisee our then-current initial training fee.

6. OTHER FRANCHISOR ASSISTANCE.

6.1. **Manual.** During the Term, we will provide you with access to our confidential Brand Standards Manual (the "Manual") in text or electronic form. The Manual will help you establish and operate your Business. The information in the Manual is confidential and proprietary and may not be disclosed to third parties without our prior approval.

6.2. **ALL-IN**. We will license you the right to utilize Assisted Living Locators Integrated Network ("ALL-IN"), which is our proprietary business management database. You and your managers must execute our current form of ALL-IN User Agreement and Privacy Policy, which we may change from time to time. You must utilize ALL-IN to perform the specific functions described in the Manual, such as: managing and storing data regarding your clients, Senior Communities, Referral Sources and Senior Care Providers; invoicing Senior Communities for placements; tracking and reporting client leads, placements and Gross Collected Revenues; and creating your optional stand-alone website (if applicable) and managing your digital presence. You must follow all policies and procedures in the Manual with respect to the use of ALL-IN and your entry of data. You must pay us: (a) a nonrefundable $495 initial setup fee for ALL-IN upon execution of this Agreement; and (b) a nonrefundable monthly licensing fee of $199 per month (covers up to four (4) users) plus an additional $199 per month if you have more than four (4) users (covers a maximum of four (4) additional users). We reserve the right to increase the monthly licensing fee on an annual basis. The monthly license fee is due on the 1st day of each month. The initial setup fee and monthly license fee are deemed part of the technology fee imposed under Section 11.15(d).

6.3. **Website.** We will have established and maintain our primary corporate website for our brand (www.assistedlivinglocators.com). As part of this website, we will include a link to a local landing page that will include the information about your Business that we deem appropriate. We will set up your landing page as part of the services we provide in exchange for the business set-up fee. You have the option of creating your own stand-alone website, which may but need not be substituted for your landing page. If you choose to have a stand-alone website: (a) you must create the website exclusively utilizing the tools supplied through ALL-IN; (b) your website must comply with all of our standards and specifications as set forth in the Manual from time to time; and (c) you must pay us an annual licensing fee of $349 per year, which fee is deemed part of the technology fee imposed under Section 11.15(d). The annual licensing fee is due January 2nd of each year, although the first payment is due at the time we first incur any costs relating to the website and is pro-rated from the payment date through January 2nd. The annual licensing fee is not refundable under any circumstances. We may prohibit you from

establishing a stand-alone website upon any reasonable grounds. We may modify the content of and/or discontinue our corporate website (including your local landing page, if applicable) at any time in our sole discretion. We also reserve the right to discontinue your stand-alone website at any time in our sole discretion upon at least 30 days' prior notice to you, in which case we have no obligation to compensate you or refund any fees to you. We will control all content on your landing page, if applicable. We may terminate or suspend your local landing page and/or your stand-alone website, if applicable, at any time without prior notice if you are in default under this Agreement, the Manual or the Franchisee Code of Conduct. If you develop a stand-alone website, we must approve all content on your website before you post such information. At all times, we will own the website (including your landing page or stand-alone website, as applicable) and domain name.

6.4. **Email Addresses and Telephone Number.** You must license and use Google Workspace. As part of your monthly technology fee, you must pay us $20 per month per Google Workspace account. We may increase this fee upon 30 days' prior notice. As part of the Google Workspace platform, you will receive Assisted Living Locators email addresses for use with your Business. You must exclusively use these email addresses for all communications with us, clients, Senior Communities, Referral Sources, Senior Care Providers, suppliers and other persons relating to your Business. You may not use any other email address for any purpose unrelated to your Business. You must save all emails on the Assisted Living Locators server that are sent to any email address that we provide to you. We may, but need not, provide you with a telephone number and account at no additional charge. You must exclusively list the telephone number that we provide to you as the primary phone number for your Business. If we do not provide you with a telephone number, you must notify us of the telephone number you will use for your Business. You may only list the telephone number we provide to you (or the telephone number that you designate to us as your dedicated telephone number for your Business) on all digital and print marketing materials. We will own your Business telephone number and account but you must directly pay the associated monthly and periodic telephone charges. If you list any phone number, other than your dedicated Business telephone number, in any digital or print marketing materials, then we will also own that telephone number and account. We will own the email addresses, telephone number(s), and the associated accounts, but will allow you to use them during the Term solely in connection with the operation of your Business.

6.5. **Onsite Training.** We will send a representative to your Territory for a minimum of two (2) days to provide onsite training and assistance. As part of this informal training program, our representative will monitor and evaluate your operations, provide you with suggestions for improvement and answer questions from you and your staff. The onsite training program will take place within the first 12 months after you open your Business. Our costs and fees for this training are included in the business set-up fee paid by you pursuant to Section 14.2. If we provide any additional onsite training or assistance, we may charge you the onsite training and assistance fee in accordance with Section 5.4. In our discretion, we may: (a) substitute any method of training we deem appropriate in place of the two (2) days of "onsite training" referenced in this Section (for example, we may substitute a virtual training program); and/or (b) postpone the onsite training (or other method of training we deemed appropriate) referenced in this Section to a later date we deem appropriate, including a date that is more than 12 months after you open your Business.

6.6. **Corporate Leads Program.** We have established and administer a program referred to as our "Corporate Leads Program." Under our Corporate Leads Program, we will: (a) attempt to establish relationships with Referral Sources; and (b) develop digital marketing programs or platforms that are designed to generate leads. When you obtain a lead through our Corporate Leads Program, you will enter (or we will enter for you) the lead into ALL-IN. The first correct instance of the lead appearing in the ALL-IN platform will determine ownership of the lead and the terms associated with the placement. If we refer a lead to you before you or another franchisee correctly enters the same lead into ALL-IN, or the lead is sent by a Referral Source

with whom we have entered into a referral agreement, then the lead is deemed a "Corporate Lead." If we refer a Corporate Lead to you, you have the option, but not the obligation, to accept the Corporate Lead for purposes of providing placement services. If you place a Corporate Lead that we refer to you, you must pay us a referral fee in the amount that we specify from time to time. We may designate different referral fees for different types of Corporate Leads. For example, some referral fees may consist of a flat fee while others may be calculated as a percentage of the placement fee you collect. In no event will the referral fee exceed 30% of the Gross Collected Referral Proceeds that you collect in connection with the Corporate Lead. We reserve the right to collect the referral fee on all Gross Collected Referral Proceeds that you generate from the Corporate Lead, including Gross Collected Referral Proceeds that consist of referral fees that you receive from Senior Service Providers to whom you refer the Corporate Lead. Referral fees are due on each royalty payment due date with respect to Gross Collected Referral Proceeds collected by you during the immediately preceding month. Corporate Leads do not include (and you do not pay us a referral fee relating to) any lead that is generated through:

(i) our website (www.assistedlivinglocators.com), including web leads (unless funded and controlled via a stand-alone landing page designated to support corporate funded web leads) and leads that call our corporate telephone number;

(ii) our call center;

(iii) any digital program or platform paid for by the brand and system development fund; or

(iv) any other digital program or platform we designate as not being part of our Corporate Leads Program.

If we send you a Corporate Lead and you place the Corporate Lead under our Referral Program, our referral fee will come "off the top" and you and the other ALL Business will split the remainder of the placement fee in accordance with terms of our Referral Program. We retain complete discretion in determining whether to refer a Corporate Lead and the franchisee to whom we refer a Corporate Lead. We do not represent or guaranty that we will refer any Corporate Leads to you.

6.7. **Other Leads.** From time to time, we may, but need not, refer leads to you that contact us through:

(i) our website (www.assistedlivinglocators.com), including web leads (unless funded and controlled via a stand-alone landing page designated to support corporate funded web leads) and leads that call our corporate telephone number;

(ii) our call center;

(iii) any digital program or platform paid for by the brand and system development fund; or

(iv) any other digital program or platform we designate as not being part of our Corporate Leads Program.

We have sole discretion in determining the franchisee to whom we will refer these leads. If we refer a lead to you pursuant to this Section (i.e., a lead that is not a Corporate Lead), you are required to provide placement services for the lead but we will not charge you the referral fee. We retain complete discretion in determining whether to refer a lead and the franchisee to whom we refer a lead. We do not represent or guaranty that we will refer any leads to you.

6.8. **Guidance, Consultations and Support.** Based upon our period evaluations of your Business and reports that you submit to us, we will provide our guidance and recommendations on ways to improve the marketing and/or operation of your Business. We will also provide you with access to: (a) one or more of our representatives to answer general questions you have regarding

the operation of your Business; and (b) one or more registered nurses for consultations regarding case assessments and recommendations. We may limit the days and times during which these representatives and registered nurses will be available to you. You understand that these individuals may have limited availability due to prior commitments or high demand for their services. We reserve the right, at any time, to limit the number of hours each month that you may speak with our representatives and/or registered nurses. We also reserve the right to discontinue providing you with access to registered nurses at any time. The guidance, consultations and support described in this Section will be provided remotely via email, conference calls, video calls, or in any other manner we periodically designate.

6.9. **Marketing Assistance.** As further described in Section 10.1 and Section 10.2, we will administer the brand and system development fund and provide you with other marketing assistance during the Term.

6.10. **Purchase Agreements.** We may, but need not, negotiate purchase agreements with suppliers to obtain discounted prices for us and our franchisees. If we succeed in negotiating a purchase agreement, we will arrange for you to be able to purchase the goods directly from the supplier at the discounted prices that we negotiate (subject to any rebates the supplier pays to us). We may also purchase certain items from suppliers in bulk and resell them to you at our cost plus shipping fees and a reasonable markup.

6.11. **Call Center**. You have the option to use our preferred third-party call center answering service to answer client calls, including outside of normal business hours. You must pay the monthly fees imposed by the company operating the call center. At any time, we may discontinue the call center or we may begin operating the call center ourselves, in which case we may charge you commercially reasonable fees for administering the call center.

6.12. **Newsletters**. From time to time, we may, but need not, prepare newsletters for distribution to Assisted Living Locators clients.

7. ESTABLISHING YOUR BUSINESS

7.1. **Office**. An Assisted Living Locators business is a home-based business. You are not required to lease or purchase a separate commercial office in connection with your Business. You may relocate your home-office at any time upon written notice to us. If you do plan to lease commercial office space and request our help identifying a suitable location, we will provide you with telephonic guidance regarding site selection. Any commercial office you establish must be located in your Territory and must present a professional appearance. You may relocate your commercial office anywhere within your Territory as long as you provide us with at least 30 days prior written notice.

7.2. **Vehicle**. Most of your business activities will be conducted from your vehicle. As such, you must own, lease or have regular access to a late-model vehicle that can reasonably accommodate at least two (2) passengers. The vehicle must be kept in good condition and regularly cleaned. If you choose to install "wraps" on your vehicle, your wraps must comply with our standards and specifications and must be purchased from an approved or designated supplier. Because safety is of the utmost importance to our brand, we may require that you attend a driver's safety course of our choosing at your cost if we receive complaints regarding unsafe driving by you or your employees. At all times, the Managing Owner (and each other person associated with your Business that drives your clients) must hold a valid driver's license.

7.3. **Opening**. You must open your Business within 90 days after the Effective Date. You may not open your Business before:

(i) the Managing Owner successfully completes the initial training program;

(ii) you purchase all required insurance and provide us with evidence of coverage;

(iii) you obtain all required licenses, permits and other governmental approvals;

(iv) you obtain any required bonding;

(v) you obtain access to a suitable vehicle to be used with your Business.

Upon successful completion of initial training by the Managing Owner, we will issue to you a Certificate of Completion of Training, at which point your Business will be open. You must fulfil all of your other pre-opening obligations prior to completion of initial training. BY VIRTUE OF OPENING YOUR BUSINESS, YOU ACKNOWLEDGE THAT WE HAVE FULFILLED ALL OF OUR PRE-OPENING OBLIGATIONS TO YOU.

8. MANAGEMENT AND STAFFING.

8.1. **Owner Participation.** You acknowledge that a major requirement for the success of your Business is the active, continuing, and substantial personal involvement and hands-on supervision by your Managing Owner. The Managing Owner must at all times be actively involved in the operation of the Business on a full time basis. Any new Managing Owner that we approve must successfully complete the initial training program. At all times during the Term, the Managing Owner must hold at least a 20% ownership interest in the franchise or the Entity that is the franchisee under this Agreement, as applicable.

8.2. **Managers.** You may hire one (1) or more managers to assist the Managing Owner with the daily management and supervision of your Business, but only if: (a) the manager successfully completes the initial training program; (b) the manager signs a Brand Protection Agreement; and (c) the Managing Owner agrees to assume responsibility for the daily management and supervision of your Business if the manager is unable to perform his or her duties due to death, disability, termination of employment, or for any other reason, until such time that you obtain a suitable replacement manager. At all times, the Managing Owner must dedicate commercially reasonable efforts to monitoring and supervising the activities of each manager to ensure the Business is managed and operated in accordance with this Agreement and the Manual. The Managing Owner must remain actively involved with the management and supervision of the Business on a full-time basis even if you hire managers.

8.3. **Employees.** You must determine appropriate staffing levels for your Business to ensure full compliance with this Agreement and our system standards. You may hire, train and supervise employees to assist you with the proper operation of the Business. You must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings required by law) due for your employees. These employees will be employees of yours and not of ours. We do not control the day to day activities of your employees or the manner in which they perform their assigned tasks. You must inform your employees that you exclusively supervise their activities and dictate the manner in which they perform their assigned tasks. In this regard, you must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, time cards, and similar items. We also do not control the hiring or firing of your employees. You have sole responsibility and authority for all employment related decisions, including employee selection and promotion, hours worked, rates of pay and other benefits, work assignments, training and working conditions. We will not provide you any advice or guidance on these matters. However, because the safety and wellbeing of our clients is of the utmost concern, you must conduct a background check on your employees before they may have any involvement with the Business. You must ensure that the results of the background check do not indicate that the employee presents a significant risk to the safety or wellbeing of your clients. You must require that your employees review and sign the acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee that you are his or her sole employer. You must also post a conspicuous notice for employees in the back-of-

the-house area explaining your franchise relationship with us and that you (and not we) are the employee's sole employer. We may prescribe the form and content of this notice.

8.4. **Interim Manager.** We have the right, but not the obligation, to designate an individual of our choosing (an "Interim Manager") to manage your Business if either: (a) your Managing Owner ceases to perform the responsibilities of a Managing Owner (whether due to retirement, death, disability, or for any other reason) and you fail to find an adequate replacement Managing Owner within 30 days; or (b) you are in material breach. The Interim Manager will cease to manage your Business at such time that you hire an adequate replacement Managing Owner who has completed training or you cure the material breach, as applicable. The Interim Manager will have no liability to you except for gross negligence or willful misconduct. We will have no liability to you for the activities of an Interim Manager unless we are grossly negligent in appointing the Interim Manager.

9. **FRANCHISEE AS ENTITY**. If you are an Entity, you represent that Part A of ATTACHMENT "A" includes a complete and accurate list of all of your Owners. Upon our request, you must provide us with a resolution of the Entity authorizing the execution of this Agreement, a copy of the Entity's organizational documents and a current Certificate of Good Standing (or the functional equivalent thereof). You represent that the Entity is duly formed and validly existing under the laws of the state of its formation or incorporation. If you are an Entity, all Owners (whether direct or indirect) and their spouses must sign a Franchise Owner Agreement, the current form of which is attached as ATTACHMENT "C".

10. **ADVERTISING & MARKETING.**

10.1. **Brand and System Development Fund.**

(a) Administration. We have established and maintain a brand and system development fund to promote public awareness of our brand and to improve our System. We may use the fund to pay for any of the following in our sole discretion:

(i) developing, maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs;

(ii) conducting and administering promotions, contests or giveaways;

(iii) improving public awareness of the Marks;

(iv) public and consumer relations and publicity;

(v) brand development;

(vi) sponsorships;

(vii) charitable and non-profit donations and events;

(viii) research and development of technology, products and services;

(ix) website development and search engine optimization;

(x) development of an ecommerce platform;

(xi) development and implementation of quality control programs, including the use of mystery shoppers or customer satisfaction surveys;

(xii) conducting market research;

(xiii) changes and improvements to the System;

(xiv) the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts;

(xv) collecting and accounting for contributions to the fund;

(xvi) preparing and distributing financial accountings of the fund;

(xvii) any other programs or activities that we deem appropriate to promote or improve the System; and

(xviii) direct or indirect labor, administrative, overhead and other expenses incurred by us and/or our affiliates in relation to any of these activities, including salary, benefits and other compensation of any of our (and any of our affiliate's) officers, directors, employees or independent contractors based upon time spent working on any brand fund matters described above.

We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location and all other matters pertaining to any of the foregoing activities. Any surplus of monies in the fund may be invested and we may lend money to the fund if there is a deficit. The fund is not a trust and we have no fiduciary obligations to you with respect to our administration of the fund. A financial accounting of the operations of the fund, including deposits into and disbursements from the fund, will be prepared annually and made available to you upon request. In terms of marketing activities paid for by the fund, we do not ensure that these expenditures in or affecting any geographic area are proportionate or equivalent to the fund contributions by franchisees operating in that geographic area or that any franchisee benefits directly or in proportion to their fund contributions. We may discontinue the fund at any time in our discretion upon at least 30 days' prior notice. We may spend in any calendar year more or less than the total contributions to the fund in that year and may cause the fund to invest any surplus for future use by the fund. We may borrow from ourselves, our affiliates or other lenders on behalf of the fund to cover deficits of the fund, and such amounts shall be treated as a loan. We will keep records of any such borrowing described above.

(b) Contributions. On each royalty payment due date, you must pay us a brand and system development fund contribution equal to the greater of: (i) 2% of Gross Collected Revenues; or (ii) the minimum brand fund contribution. The minimum brand fund contribution is currently $300 per month, but we may increase the minimum contribution (up to a maximum of $500 per month) upon 30 days' prior notice to you. If you own multiple franchise territories, we may apply the minimum brand fund contribution on a "per territory" basis, such that you must pay a separate minimum brand fund contribution for each territory that you own (if less than 2% of Gross Collected Revenues from the applicable territory). We will deposit into the fund all fund contributions paid by you and other franchisees and all fines that we collect from franchisees. The brand and system development fund contribution is in addition to, and not credited towards, the marketing fees you must pay us pursuant to Section 10.2.

10.2. Marketing Assistance From Us.

(a) Initial Marketing Materials and Support. In partial consideration for the business set-up fee paid pursuant to Section 14.2 as well as the $3,000 initial marketing fee paid pursuant to Section 10.2(b) we will:

(i) provide you with an initial supply of marketing materials (estimated to be a 150 to 180 day supply) before you open your Business;

(ii) conduct certain activities to market and promote the opening of your Business and assist you with the development and launch of your Business, such as preparing lists of Senior Communities and Referral Sources for you to contact, issuing press releases and developing a marketing plan for your Territory;

(iii) set up your local landing page to promote your Business; and

(iv) set up your social media platforms.

(b) Ongoing Marketing Support. In addition to your required contribution to the brand and system development fund, you must pay us a marketing fee that we will use to advertise and promote your Business. You must pay us an initial marketing fee of $3,000 upon execution of this Agreement, which we will use to market and promote your Business during the 60-day period after execution of this Agreement. Commencing with the second (2nd) full month after your opening date, you must begin paying us a monthly marketing fee, which will be due on the first (1st) day of each month. The amount of the monthly marketing fee is: (i) $1,000 per month for months two (2) through month five (5) after your opening date; and (ii) $500 per month thereafter for the remainder of the Term. At our option, we may either directly perform the marketing and advertising services ourselves or we may outsource these functions to one (1) or more third-party suppliers of our choosing. Commencing with month six (6) after your opening date, you must directly spend the marketing fee with third-party suppliers of advertising and marketing materials and services rather than pay the marketing fee to us. If you fail to spend the required amount, we may require that you immediately pay us the deficiency amount which we will use to promote your Business. We may increase the marketing fee upon at least 30 days' prior notice, but any such increase will not exceed 10% in any 12-month period. At any time following written notice to you (including prior to month six (6) after opening), we may require that you spend the required marketing fee directly with third-party suppliers on marketing and advertising that we approve (rather than paying the marketing fee to us).

(c) Other Marketing Support. We may create and make available to you additional advertising and other marketing materials for your purchase. We may use the brand and system development fund or the marketing fee to pay for the creation and distribution of these materials, in which case there will be no additional charge. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). Alternatively, we may enter into relationships with third-party suppliers who will create the advertising or marketing materials for your purchase. We will provide reasonable marketing consulting, guidance and support throughout the Term on an as-needed basis.

10.3. Your Marketing Activities.

(a) Generally. We must approve all of your advertising in accordance with Section 10.3(c). You agree to participate at your own expense in all advertising, promotional and marketing programs that we require.

(b) Standards for Advertising. All advertisements and promotions that you create or use must be completely factual and conform to the highest standards of ethical advertising and comply with all federal, state and local laws. You must ensure that your advertisements and promotional materials do not infringe upon the intellectual property rights of others. All of your advertising and marketing must be primarily directed towards clients, Senior Communities and Referral Sources in your Territory. You may not engage in Targeted Marketing outside of your Territory except as otherwise provided in Section 3.3(b).

(c) Approval of Advertising. Before you use them, we must approve all advertising and promotional materials that we did not prepare or previously approve (including materials that we prepared or approved and you modify). We will be deemed to have disapproved the materials if we fail to issue our approval within 15 days after receipt. You may not use any advertising or promotional materials that we have disapproved

(including materials that we previously approved and later disapprove). Any electronic or digital marketing that you conduct must be conducted through an approved supplier or must be reviewed and approved by us in advance.

(d) Social Media. You may advertise and market your Business using social media, provided that:

(i) you only utilize social media platforms we approve;

(ii) you strictly comply with our social media policy;

(iii) you immediately remove any post we disapprove (even if the post complies with our social media policy);

(iv) you utilize any supplier we designate for social media marketing services; and

(v) we will own the social media account but allow you to use it during the Term.

(e) Internet and Websites. Without our prior approval, which we may withhold in our sole discretion, you may not:

(i) establish a Google My Business account, or similar permanent web accounts, utilizing any of our Marks (including in conjunction with your Territory name) (if we permit this, we must be named an administrator on the account);

(ii) develop, host, create or otherwise maintain a website or other online or digital presence in connection with your Business (other than the landing page we provide and/or the stand-alone website you create using the tools provided through ALL-IN), including any website bearing our Marks; or

(iii) utilizing the Internet to conduct digital or online advertising or engage in ecommerce (except as electronic or digital marketing permitted by Section 10.3(c)).

11. OPERATING STANDARDS.

11.1. Generally. You agree to operate your Business: (a) in a manner that will promote the goodwill of the Marks; and (b) in full compliance with all of our standards and the terms of this Agreement and the Manual.

11.2. Brand Standards Manual. You agree to establish and operate your Business in accordance with the Manual. The Manual may contain, among other things:

(i) a description of the authorized goods and services you may offer and sell;

(ii) specifications, operating procedures and quality standards for products, services and procedures that we prescribe from time to time for ALL Businesses

(iii) reporting and insurance requirements;

(iv) policies and procedures pertaining to our Corporate Leads Program, Referral Program and any other programs we establish in the future;

(v) policies and procedures pertaining to permissible extra-territorial marketing and business activities;

(vi) policies and procedures for collaboration and cooperation between ALL Businesses;

(vii) policies and procedures relating to data ownership, protection, sharing and use ; and

(viii) a list of (a) the goods and services (or specifications for goods and services) you must

purchase to develop and operate your Business and (b) any designated or approved suppliers for these goods and services.

The Manual is designed to establish and protect our brand standards and the uniformity and quality of the goods and services offered by ALL Businesses. We can modify the Manual at any time. The modifications will become binding at the time we notify you of the modification (subject to any "grace period" we provide to implement the change). All mandatory provisions contained in the Manual (whether they are included now or in the future) are binding on you.

11.3. **Authorized Goods and Services.** You agree to offer all goods and services that we require from time to time in our commercially reasonable discretion. You may not offer any other goods or services in connection with your Business without our prior written permission. You may not use your Business or permit your Business to be used for any purpose other than offering the goods and services that we authorize. We may, without obligation to do so, add, modify or delete authorized goods and services, and you must do the same upon notice from us. Our addition, modification or deletion of one or more goods or services shall not constitute a termination of the franchise or this Agreement.

11.4. **Clients.** You may obtain clients from your own marketing efforts, Referral Sources and from our marketing efforts. You may, but need not, enter into a written contract with each client (a "Client Agreement"). We will provide you with a sample Client Agreement that you may customize for your use. You must conduct an assessment of each client's unique situation and needs utilizing the client assessment processes and tools that we provide in order to identify Senior Communities that may be a good match for their needs. You must also provide all services that we require to facilitate the placement of each client with the Senior Community that best meets their needs.

11.5. **Senior Communities.** You must identify, inspect, evaluate and monitor Senior Communities that are located within your Territory in the manner described in the Manual. With respect to each Senior Community, you must prepare initial and periodic reports in the format that we prescribe from time to time. You must sign a Referral Network Participation Agreement in the form attached to this Agreement as ATTACHMENT "B" (a "Marketing Agreement") with each Senior Community to whom you may refer potential clients. Upon your request, we will provide you with our suggestions and recommendations for the fees that you charge pursuant to the Marketing Agreements. However, you are free to determine your own fee structure.

11.6. **Senior Service Providers**. We strongly encourage you identify, evaluate and establish referral relationships with reputable Senior Service Providers. Depending upon your client's needs, you shall serve as a resource by referring them, when appropriate, to Senior Service Providers offering goods or services that may be necessary or desirable. We recommend that you sign a referral services agreement (a "Referral Services Agreement") with each Senior Service Provider to whom you refer clients to facilitate payment of referral fees. We will provide you with a sample Referral Services Agreement that you may customize for your use. You may generate additional revenue streams from referral fees paid by Senior Service Providers under Referral Services Agreements, although some Senior Service Providers do not pay referral fees. Senior Service Providers may also refer clients to you in need of placement services.

11.7. **Referral Sources**. We strongly encourage you to identify and establish referral relationships with Referral Sources. If you establish a relationship with a Referral Source, such as an Employee Assistance Program, that refers 10 or more leads per month and at least 20% of the leads involve placements outside of your Territory, we reserve the right to require that you transition the Referral Source to us, in which case we may, but need not, pay you compensation for leads that are placed with Senior Communities located outside of your Territory.

11.8. **Business Agreements**. You must exclusively utilize the form of Marketing Agreement that we prescribe from time to time for purposes of establishing relationships with Senior Communities

except to the extent that: (i) a Senior Community requires that you utilize its form of agreement; or (ii) a Senior Community refuses to sign a Marketing Agreement (either as a matter of corporate policy or for any other reason). We must approve any form of Marketing Agreement prescribed by a Senior Community before you sign it. We reserve the right to modify our form of Marketing Agreement from time to time, and you must immediately commence utilization of the modified form after receipt of notice from us. We may also modify our sample Referral Services Agreement and Client Agreement at any time. Prior to utilization, we strongly encourage you to provide your attorney with a copy of our form of Marketing Agreement (including all future modifications), sample Referral Services Agreement (if you choose to use it) and sample Client Agreement (if you choose to use it) to review for compliance with the laws and regulations applicable in your jurisdiction. You must notify us of all changes to our form of Marketing Agreement that are recommended or required by your attorney, and we must approve such changes prior to implementation. We have not engaged local counsel in each state to review our form agreements for compliance with the laws of such states. We make no representation that our form agreements comply with the laws of any particular state.

11.9. **Sales Lead Management.** If we refer a lead to you (regardless of whether or not the lead is a Corporate Lead), you must contact the lead within the minimum period of time, and in accordance with our standards, specified in the Manual. If you fail to do so, we may pursue and place the lead ourselves (or we may authorize another ALL Business to place the lead) without being deemed to violate your territorial protections and you will not be entitled to any compensation relating to the placement.

11.10. **Client Assessments and Placements**. Your clients will include families in need of senior housing options. You must conduct an assessment of each client's unique situation and needs in compliance with our standards and procedures. Based on the results of the assessment, you will provide your client with information regarding Senior Communities that may be a good match for their needs and facilitate the placement of your client with the Senior Community they select. If the Senior Community is located in a territory operated by another ALL Business, you must coordinate your placement efforts with such other ALL Business in compliance with our Referral Program. You may not charge your clients for placement services without our prior written approval.

11.11. **Referral Program.** From time to time, you may be required to work with another ALL Business in order to place a client with a Senior Community located in the territory assigned to such other ALL Business. We have developed policies and procedures for these situations, referred to as our "Referral Program". Our Referral Program establishes a framework for ALL Businesses to work together in a collaborative manner to achieve the best result for client. Under the Referral Program, you and other ALL Businesses are free to enter into a written agreement identifying a mutually agreed upon fee split. In the absence of a prior written fee split arrangement, the placement fee will be shared according to the then-current fee sharing provisions of our Referral Program. You and all other ALL Businesses must comply with our Referral Program. The Referral Program, and our policies and procedures pertaining to the Referral Program, are set forth in the Manual. We reserve the right to modify the Referral Program from time to time. However, we will not modify the fee split unless 51% of all participating ALL Businesses vote in favor of the modification. A "participating" ALL Business is any ALL Business that actually casts a vote at the time and in the manner that we establish for the vote. Each ALL Business is entitled to one (1) vote, regardless of how many franchises and/or territories are owned and operated by such ALL Business.

11.12. **Data Entry.** If required by the Manual, you must input certain prescribed data and information into ALL-IN regarding each of your clients, Senior Communities, Referral Sources, Senior Care Providers, as well each transaction or placement that you consummate. You must enter the data in the manner and within the period of time prescribed by the Manual. Without limiting the generality of the foregoing, you must enter all new clients into the database no later than the

close of business on the next business day regardless of how you obtained the referral and regardless of whether the outcome is predetermined. We will have independent access to all data entered into ALL-IN. All such data shall be owned by us but licensed to you for purposes of operating your Business during the Term.

11.13. **Suppliers and Purchasing.** You agree to purchase or lease all products, supplies, equipment, services and other items specified in the Manual from time to time. If required by the Manual, you agree to purchase certain goods and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliate). You acknowledge that our right to specify the suppliers that you may use is necessary and desirable so that we can control the uniformity and quality of goods and services used, sold or distributed in connection with the development and ongoing operation of ALL Businesses, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we choose to do so, and protect the reputation and goodwill associated with the System and the Marks. If we receive rebates or other financial consideration from these suppliers based upon franchisee purchases, we have no obligation to pass these amounts on to you or to use them for your benefit. If you want us to approve a supplier that you propose, you must send us a written notice specifying the supplier's name and qualifications and provide any additional information that we request. We will approve or reject your request within 30 days after we receive your notice and all additional information (and samples) that we require. We shall be deemed to have rejected your request if we fail to issue our approval within the 30-day period. You must reimburse us for all costs and expenses that we incur in reviewing a proposed supplier within 10 days after invoicing.

11.14. **Equipment Maintenance and Changes.** You agree to maintain all of your equipment in good condition and promptly replace or repair any equipment that is damaged, worn-out or obsolete. We may require that you change your equipment, which may require you to make additional investments. You acknowledge that our ability to require franchisees to make significant changes to their equipment is critical to our ability to administer and change the System and you agree to comply with any such required change within the time period that we reasonably prescribe.

11.15. **Technology Systems.**

(a) Generally. You must acquire and utilize all information and communication technology systems that we specify from time to time, including, without limitation, computer systems, telecommunications systems, security systems, and similar systems, together with the associated hardware, software (including cloud-based software) and related equipment, software applications, mobile apps, and third-party services relating to the establishment, use, maintenance, monitoring, security or improvement of these systems (collectively referred to as the "Technology Systems"). The Technology Systems may relate to matters such as purchasing, pricing, accounting, order entry, inventory control, security, information storage, retrieval and transmission, customer information, customer loyalty, marketing, communications, copying, printing and scanning, or any other business purpose that we deem appropriate. We may require that you, at your expense, acquire new or substitute Technology Systems, and/or replace, upgrade or update existing Technology Systems, upon reasonable prior notice.

(b) Use and Access. You must utilize your Technology Systems in accordance with the Manual. You may not load or permit any unauthorized programs or games on your Technology Systems. You must ensure that your employees are adequately trained in the use of the Technology Systems. You agree to take all steps necessary to enable us to have independent and unlimited access to the operational data collected through your Technology Systems, including information regarding your Gross Collected Revenues for purposes of calculating fees owed. Upon our request, you agree to provide us with the user IDs and passwords for your Technology Systems, including upon termination or expiration of this Agreement. Without limiting the generality of the foregoing, you

must grant permission for us to link your QuickBooks Online account to our master QuickBooks Online account. We will have full and independent access to all information you enter into your QuickBooks Online account and we may retrieve, download, analyze and store this information and data at any time and for any purpose.

(c) Disruptions. You are solely responsible for protecting against computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Upon our request, you must obtain and maintain cyber insurance and business interruption insurance for technology disruptions.

(d) Fees and Costs. You are responsible for all fees, costs and expenses associated with acquiring, licensing, utilizing, updating and upgrading the Technology Systems. Certain components of the Technology Systems must be purchased or licensed from third party suppliers. We and/or our affiliate may develop proprietary software, technology or other components of the Technology Systems that will become part of our System. If this occurs: (i) you agree to pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees; and (ii) upon our request, you agree to enter into a license agreement with us (or our affiliate) in a form that we prescribe governing your use of the proprietary software, technology or other component of the Technology Systems. We also reserve the right to enter into master agreements with third-party suppliers relating to any components of the Technology Systems and then charge you for all amounts that we must pay to these suppliers based upon your use of the software, technology, equipment, or services provided by the suppliers. The "technology fee" includes all amounts that you must pay us or our affiliates relating to the Technology Systems, including amounts paid for proprietary items and amounts that we collect from you and remit to third-party suppliers based on your use of their systems, software, technology or services. The amount of the technology fee may change based upon changes to the Technology Systems or the prices charged by third-party suppliers with whom we enter into master agreements. Although we do not currently do so, we reserve the right to include within the technology fee a commercially reasonable administrative fee to compensate us for the time, money and resources we invest in administering the technology platform and the associated constituent components, negotiating with third-party licensors and managing those relationships, and collecting and remitting technology fees owed to third-party licensors on behalf of franchisees under master license arrangements. The technology fee does not include any amounts that you directly pay to third party suppliers for any component of the Technology Systems. The technology fee is due on the dates that we specify from time to time. Our current technology fee covers the following technology-related goods and services and includes the following initial and ongoing fees:

TECHNOLOGY FEES*			
Licensed Product or Software	**Description of Licensed Product or Software**	**Initial Fee**	**Ongoing Fee**
ALL IN	Our proprietary business management software you will use to operate your Business	$495 initial setup fee (due when you sign Franchise Agreement)	$199 per month for each block of 4 user licenses (due on 1st day of month)

TECHNOLOGY FEES*			
Licensed Product or Software	**Description of Licensed Product or Software**	**Initial Fee**	**Ongoing Fee**
Google Workspace (formerly known as "G Suite")	Collection of cloud computing, productivity and collaboration tools, software and products developed by Google, including your required email addresses/accounts	None	$20 per month per account (due on 1st day of month)
Optional Stand-alone Website	We currently give franchisees the option to create a stand-alone website utilizing tools supplied through ALL-IN	None	$349 per year (due January 2nd each year, although 1st payment due at time we first incur any costs relating to the website, and is pro-rated from the payment date through January 2nd)

* All of the fees described in the table above comprise our current "technology fee." We may increase the ALL-IN license fee on an annual basis. We may also increase the monthly fee for Google Workspace and other components of the technology fee upon 30 days' prior notice. We reserve the right to substitute different third-party providers and you will be required to implement such changes upon written notice and will be solely responsible for all fees associated with such change.

11.16. **Code of Conduct.** You agree to operate your Business in a manner consistent with the Code of Conduct established by us from time to time. Code of Conduct violations may be identified by us or another franchisee. All disputes regarding alleged Code of Conduct violations shall be resolved in accordance with the dispute resolution provisions in Section 23 unless you and we mutually agree in writing to resolve such dispute through binding arbitration conducted by a peer group of Assisted Living Locators franchisees established specifically for purposes of dealing with potential Code of Conduct violations (the "Peer Group"). If binding arbitration is conducted by a Peer Group, all parties agree to honor the decision rendered by the Peer Group and hereby waive any right to appeal the Peer Group's decision. You and we shall hold the Peer Group harmless for the decision rendered, and the Peer Group will render a binding and legally enforceable decision that may be confirmed by a court of competent jurisdiction. Attorney's will not participate in the Peer Group arbitration process. The party filing the arbitration with the Peer Group must bear the cost of the arbitration fees or costs. However, the Peer Group will have the discretion to award to the prevailing party all costs of the proceedings, including the cost of the Peer Group participation and any fines or additional costs. Peer Group arbitration is available only for Code of Conduct disputes, and only for a maximum of two (2) identical disputes (meaning a dispute involving the same parties and same nature of the dispute). A third (3rd) Code of Conduct dispute between the same parties involving the same nature of dispute shall be resolved in accordance with the dispute resolution provisions in Section 23. Additional details regarding the policies and procedures governing Code of Conduct arbitration proceedings may be set forth in the Code of Conduct.

11.17. **Hours of Operation.** Your Business must remain open for business not later than 9:00 a.m. and close not earlier than 5:00 p.m. local time, Monday through Friday, except on Thanksgiving Day, Christmas Day, New Year's Day and other national holidays, unless otherwise agreed to by us. You must establish specific days and hours of operation and submit those hours to us for

approval. You understand that your clients may require assistance outside of normal business hours. Accordingly, you must ensure that at all times that you are available to assist clients outside your normal business hours. As long as you contract with a call center answering services that we designate or approve and pay the associated fees, you will be deemed to be in compliance with your obligation to answer phones outside of normal business hours.

11.18. **Client Complaints.** If you receive a client complaint, you must follow the complaint resolution process that we specify to protect the goodwill associated with the Marks.

11.19. **Failure to Comply with Standards.** You acknowledge the importance of every one of our standards and operating procedures to the reputation and integrity of the System and the goodwill associated with the Marks. If we notify you of a failure to comply with any of our standards or operating procedures (including failure to comply with our Franchisee Code of Conduct) and you fail to correct the non-compliance within the period of time that we require, then, in addition to any other remedies available to us under this Agreement, we may impose a fine of up to $2,500 per occurrence; provided, however that we may impose a fine of $1,000 per day if you fail to perform a background check on an employee and fail to complete the background check within the period of time that we require (the $1,000 per day fine will cease at such time that you complete the background check and provide us with sufficient evidence of same). We may impose an additional fine for every 48 hours the same non-compliance issue remains uncured following our imposition of the initial fine. We will deposit all fines into the brand and system development fund.

12. **MINIMUM PERFORMANCE REQUIREMENTS**. Commencing with the expiration of the 12th month after you open your Business, you must complete a minimum of 18 new client placements during each subsequent six (6) month period. Your failure to comply with these minimum performance requirements constitutes an event of default under this Agreement, in which case we have the right to elect, in our sole discretion, whether to terminate this Agreement or modify or eliminate the territorial protections afforded to you, including by taking any one or more of the following actions:

(i) reducing the size of your Territory, with a corresponding reduction in your minimum performance requirements; and/or

(ii) permitting other ALL Businesses to provide placement services involving Senior Communities and clients located within your Territory; and/or

(iii) establishing, or licensing or franchising others to establish, another Assisted Living Locators business to operate within your Territory.

13. **FRANCHISE ADVISORY COUNCIL.** We may, but need not, create a franchise advisory council (the "FAC") to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. We will consider all suggestions from the advisory council in good faith, but we are not bound by any such suggestions. The FAC will be established and operated according to a set of FAC bylaws, including procedures governing the selection of representatives of the FAC who will communicate with us on matters raised by the advisory council. You will have the right to be elected as an FAC representative as long as you are in good standing with us (but subject to any representative election requirements set forth in the FAC bylaws). Except as otherwise prohibited by the FAC bylaws, we reserve the right to change or dissolve the FAC in our discretion.

14. **FEES**

14.1. **Initial Franchise Fee.** You agree to pay us a nonrefundable initial franchise fee in the amount set forth in Part B of ATTACHMENT "A" in one lump sum at the time you sign this Agreement.

14.2. **Business Set-Up Fee.** You agree to pay us a nonrefundable $10,000 business set-up fee in one lump sum at the time you sign this Agreement.

14.3. **Royalty Fee.** Commencing with the date you open your Business, you must pay us a nonrefundable monthly royalty fee equal to the greater of: (a) 8% of your Gross Collected Revenues; or (b) the minimum royalty fee. The royalty fee is due on the 20th day of each month for Gross Collected Revenues generated during the immediately preceding month. We reserve the right to change the royalty fee due date from time to time upon at least 30 days' prior notice to you. The "minimum royalty fee" varies based on the number of months that have elapsed from your opening date, as further described in the table below:

Months after Opening Date	Minimum Royalty Fee
Months 1 (full or partial) and 2	$0 per month
Months 3 through 12	$500 per month
Months 13 through 24	$800 per month
Months 25 through 36	$1,100 per month
Months 37 through end of Term	$1,400 per month

14.4. **Other Fees and Payments.** You agree to pay all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner as if fully set forth in this Section 14. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon goods or services that you sell or based upon goods or services that we furnish to you (other than income taxes that we pay based on amounts that you pay us under this Agreement).

14.5. **Late Fee.** If any sums due under this Agreement have not been received by us when due (or there are insufficient funds in your Account to cover any sums owed to us when due) then, in addition to those sums, you must pay us interest on the amounts past due at the rate equal to the lesser of 18% per annum (pro-rated on a daily basis), or the highest rate permitted by your State's law. If no due date has been specified by us, then interest begins to run 10 days after we bill you. We will not impose a late fee for any amounts paid pursuant to Section 14.6 if, but only to the extent that, sufficient funds were available in your Account to be applied towards the payments at the time the payments became due and payable. However, we may impose a late fee for any amounts that we are unable to reasonably determine due to your failure to furnish us with a report required by Section 16.3 within the required period of time or record sales in a timely manner, in which case we may assess a late fee on the entire amount that was due and payable. You acknowledge that this Section 14.5 shall not constitute our agreement to accept the late payments after same are due, or a commitment by us to extend credit to or otherwise finance the operation of your Business.

14.6. **Method of Payment.** You must complete and send us an ACH Authorization Form allowing us to electronically debit a banking account that you designate (your "Account") for: (a) all fees payable to us pursuant to this Agreement (other than the initial franchise fee); and (b) any amounts that you owe to us or any of our affiliates for the purchase of goods or services. We will debit your Account for these payments on or after the due date. Our current form of ACH Authorization Form is attached to this Agreement as ATTACHMENT "D". You must sign and deliver to us any other documents that we or your bank may require to authorize us to debit your Account for these amounts. You must immediately notify us of any change in your banking relationship, including changes in account numbers. You must deposit into the Account all revenues that you generate from the operation of your Business no later than three (3) business days after receipt (including cash, checks and credit card receipts). You must make sufficient funds available for withdrawal by electronic transfer before each due date. If there are insufficient funds in your Account to cover all amounts that you owe, any excess amounts that

you owe will be payable upon demand, together with any late charge imposed pursuant to Section 14.5.

14.7. **Application of Payments**. We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate.

15. BRAND PROTECTION COVENANTS.

15.1. **Reason for Covenants**. You acknowledge that the Intellectual Property and the training and assistance that we provide would not be acquired except through implementation of this Agreement. You also acknowledge that competition by you, the Owners or persons associated with you or the Owners (including family members) could seriously jeopardize the entire franchise system because you and the Owners have received an advantage through knowledge of our day-to-day operations and Know-how related to the System. Accordingly, you and the Owners agree to comply with the covenants described in this Section to protect the Intellectual Property and our franchise system.

15.2. **Our Know-how**. You and the Owners agree to:

(i) refrain from using the Know-how in any business or capacity other than the operation of your Business pursuant to this Agreement;

(ii) maintain the confidentiality of the Know-how at all times;

(iii) refrain from making unauthorized copies of documents containing any Know-how;

(iv) take all reasonable steps we require to prevent unauthorized use or disclosure of Know-how; and

(v) stop using the Know-how immediately upon the expiration, termination or Transfer of this Agreement (and any Owner who ceases to be an Owner before the expiration, termination or Transfer of this Agreement must stop using the Know-how immediately at the time he or she ceases to be an Owner).

15.3. **Unfair Competition During Term**. You and your Owners agree not to unfairly compete with us during the Term by engaging in any of the following activities ("Prohibited Activities"):

(i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in any Competitive Business, other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business;

(ii) diverting or attempting to divert any business from any ALL Business;

(iii) inducing a client of any ALL Business to transfer their business to any person other than an ALL Business;

(iv) inducing any Senior Community that you know, or have reason to know, has entered into a Marketing Agreement with any ALL Business (including with you), to enter into an agreement for placement services with any person other than an ALL Business; or

(v) inducing any Referral Source that you know, or have reason to know, has entered into a referral agreement or established a referral relationship with any ALL Business (including with you), to refer clients in need of senior living placement services to any person other than an ALL Business.

15.4. **Unfair Competition After Term**. During the Post-Term Restricted Period, you and your Owners agree not to engage in any Prohibited Activities. Notwithstanding the foregoing, you and your Owners may have an interest in a Competitive Business during the Post-Term Restricted Period as long as the Competitive Business does place clients with Senior

Communities that are located within the Restricted Territory. If you or an Owner engages in a Prohibited Activity during the Post-Term Restricted Period (other than having an interest in a Competitive Business that is permitted under this Section), then the Post-Term Restricted Period applicable to you or the non-compliant Owner, as applicable, shall be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity.

15.5. **Immediate Family Members**. The Owners acknowledge that they could circumvent the purpose of Section 15 by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). The Owners also acknowledge that it would be difficult for us to prove whether the Owners disclosed the Know-how to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 15 if any member of his or her immediate family engages in any Prohibited Activities during the Term or Post-Term Restricted Period or uses or discloses the Know-how. However, the Owner may rebut this presumption by furnishing evidence conclusively showing that the Owner did not disclose the Know-how to the family member.

15.6. **Employees and Others Associated with You.** You must ensure that all of your managers, officers, directors, partners, members, independent contractors and other persons associated with you or your Business who may have access to our Know-how, sign a Brand Protection Agreement. You must use your best efforts to ensure that these individuals comply with the terms of the Brand Protection Agreements and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all reasonable expenses that we incur in enforcing a Brand Protection Agreement, including reasonable attorneys' fees and court costs.

15.7. **Covenants Reasonable.** You and the Owners acknowledge and agree that: (a) the terms of this Agreement are reasonable both in time and in scope of geographic area; (b) our use and enforcement of covenants similar to those described above with respect to other ALL Businesses benefits you and the Owners in that it prevents others from unfairly competing with your Business; and (c) you and the Owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU AND THE OWNERS HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS SECTION 15 AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

15.8. **Injunctive Relief.** Nothing contained in this Agreement will prevent us from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect our interests, without bond, against conduct or threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you or an Owner may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement. If injunctive relief is granted, your only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, you expressly waive all claims for damages you incurred as a result of the wrongful issuance.

16. YOUR OTHER RESPONSIBILITIES

16.1. **Insurance.** For your protection and ours, you agree to maintain the following insurance policies:

(i) General Liability Occurrence coverage form in the minimum amount of $1,000,000 for each claim limit BI / PD, $3,000,000 general aggregate limit of liability and $1,000,000 non-owned / hired auto liability;

(ii) Professional Liability Occurrence coverage form in the minimum amount of $1,000,000 for each professional incident and $3,000,000 professional aggregate limit;

(iii) worker's compensation insurance and employer's liability insurance as required by law; and

(iv) any other insurance that we specify in the Manual from time to time.

If you lease a vehicle for your Business you are required to have a commercial auto policy. If you elect to continue your personal auto insurance policies, a "Business Use Endorsement" is required to be added to your automobile insurance policy with liability limits of at least $250,000/$500,000 split limits or $500,000 Combined Single Limit. As of the Effective Date, we require that you purchase our required policies through our designated insurance broker, Eaton-Provident Group, LLC. We also highly recommend that you purchase Sexual Abuse/Molestation coverage and Cyber Liability coverage in addition to the coverage outlined above. You agree to provide us with proof of coverage on demand. All insurance policies must be issued by insurance carriers rated A or better by Alfred M. Best & Company, Inc. All carriers must be licensed and admitted in the state in which you operate your Business. All insurance policies must endorsed to: (a) name "ALL Franchising, LLC, 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251" as an additional insured; (b) contain a waiver by the insurance carrier of all subrogation rights against us; and (c) provide that we receive 10 days prior written notice of the termination, expiration, cancellation or modification of the policy. If any of your policies fail to meet these criteria, then we may disapprove the policy and you must immediately find additional coverage with an alternative carrier satisfactory to us. The description of operations box on the certificate must read: Senior Referral Agency. You must obtain and keep in force a Commercial Liability policy of insurance protecting you and us as an additional insured against claims arising out of actions of yours. You must obtain all required insurance and provide us with copies of certificates of insurance listing the policies and liability limits, prior to completion of our initial training program. Thereafter, you must provide us within copies of certificates of insurance: (a) on each anniversary of your opening date; and (b) within 30 days of your purchase or renewal of any insurance policy. Upon 10 days' notice to you, we may increase the minimum protection requirement as of the renewal date of any policy and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards or other relevant changes in circumstances. If you fail to maintain any required insurance coverage, we have the right to obtain the coverage on your behalf (which right shall be at our option and in addition to our other rights and remedies in this Agreement), and you must promptly sign all applications and other forms and instruments required to obtain the insurance and pay to us, within 10 days after invoicing, all costs and premiums that we incur. You are free to purchase any additional insurance that you deem appropriate.

16.2. **Books and Records.** You agree to prepare and maintain at your office for at least five (5) years after their preparation, complete and accurate books, records, accounts and tax returns pertaining to your Business, including, without limitation, all Business Records. You must maintain, and upon our request furnish to us by e-mail, mail or facsimile, a written list of all of your clients, Referral Sources, Senior Communities and Senior Service Providers. You must send us copies of your books and records within seven (7) days of our request.

16.3. **Reports.** No later than the 20th day of each month, you must prepare and provide to us monthly statements of your Gross Collected Revenues. At any time that we require you to spend the marketing fees directly with third-party suppliers, you must prepare and provide to us monthly

statements of your expenditures on local advertising that were incurred during the prior month (which shall be accompanied by copies of receipts for such expenditures). You also agree to prepare all other reports that we require in the form and manner that we require. You agree to send us a copy of any report required by this Section upon request. If you miscalculate Gross Collected Revenues, you must notify us of the error no later than the end of the next Gross Collected Revenues reporting period. Otherwise, you will not be entitled to any refund or credit of any fees paid to us based upon the Gross Collected Revenues previously reported. If we require that you purchase a computer and/or automated cash management system that allows us to electronically retrieve information concerning your sales transactions, you agree that we will have the right to electronically poll your computer and/or automated cash management system to retrieve and compile information regarding the operation of your Business. We also have the right to independently monitor email communications utilizing the email addresses that we provide to you.

16.4. **Financial Statements.** Within 90 days after the end of each calendar year, you must prepare a balance sheet for your Business (as of the end of the calendar year) and an annual statement of profit and loss and source and application of funds. In addition, no later than 30 days after the end of each calendar quarter, you must prepare and provide us with quarterly balance sheets and statements of profits and loss and source and application of funds for the immediately preceding calendar quarter. All financial statements must be: (a) verified and signed by you certifying to us that the information is true, complete, and accurate; (b) prepared on an accrual basis in compliance with Generally Accepted Accounting Principles; and (c) submitted in any format that we reasonably require. We have the right to require that your financial statements be audited by a certified public accountant if you submit to us materially inaccurate financial statements on a prior occasion. You agree to send us a copy of any financial statement required by this Section upon request. You authorize us to disclose the financial statements, reports, and operating data to prospective franchisees, regulatory agencies and others at our discretion, provided the disclosure is not prohibited by applicable law.

16.5. **Legal Compliance.** You must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Business and operate and manage your Business in full compliance with all applicable laws, ordinances, rules and regulations. You must notify us in writing within two (2) business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Business or your financial condition. You must immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency involving any health or safety law, rule or regulation that reflects your failure to fully comply with the law, rule or regulation. To ensure compliance with the Health Insurance Portability and Accountability Act of 1996 and the associated regulations, you must sign the form of HIPAA Business Associate Agreement that we specify from time to time.

17. INSPECTION AND AUDIT

17.1. **Inspections.** To ensure compliance with this Agreement, we or our representatives will have the right to enter your office, evaluate your operations and inspect or examine your books, records, accounts and tax returns. Our evaluation may include monitoring your operations and interactions with clients and Senior Communities. We may also contact your employees, clients, Senior Communities, Referral Sources and Senior Care Providers. We may conduct our evaluation at any time and without prior notice, but we will provide you reasonable prior notice before inspecting your home office. During the course of our inspections, we and our representatives will use reasonable efforts to minimize our interference with the operation of your Business, and you and your employees will cooperate and not interfere with our inspection. You consent to us accessing your computer system and retrieving any information that we deem appropriate in conducting the inspection.

17.2. **Audit.** We have the right, at any time, to have an independent audit made of your books and financial records. You agree to fully cooperate with us and any third parties that we hire to conduct the audit. If an audit reveals an understatement of your Gross Collected Revenues or any amount that you owe us, you agree to immediately pay to us any additional fees that you owe us together with any late fee payable pursuant to Section 14.5. Any audit will be performed at our cost and expense unless the audit: (a) is necessitated by your failure to provide the information requested or to preserve records or file reports as required by this Agreement; or (b) reveals an understatement of any amount due to us by at least two percent (2%), in which case you agree to pay us $2,500 and also reimburse us for the cost of the audit or inspection, including without limitation, reasonable accounting and attorneys' fees and travel and lodging expenses that we or our representatives incur. The audit fee and cost reimbursements will be due 10 days after invoicing. We shall not be deemed to have waived our right to terminate this Agreement by accepting reimbursements of our audit costs or payment of the fee.

18. INTELLECTUAL PROPERTY

18.1. **Ownership and Use of Intellectual Property**. You acknowledge that: (a) we are the sole and exclusive owner of the Intellectual Property and the goodwill associated with the Marks; (b) your right to use the Intellectual Property is derived solely from this Agreement; and (c) your right to use the Intellectual Property is limited to a license granted by us to operate your Business during the Term pursuant to, and only in compliance with, this Agreement, the Manual, and all applicable standards, specifications and operating procedures that we prescribe from time to time. You may not use any of the Intellectual Property in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You agree to comply with all provisions of the Manual governing your use of the Intellectual Property. This Agreement does not confer to you any goodwill, title or interest in any of the Intellectual Property.

18.2. **Changes to Intellectual Property**. We have the right to modify the Intellectual Property at any time in our sole and absolute discretion, including by changing the Marks, the System, the Copyrights or the Know-how. If we modify or discontinue use of any of the Intellectual Property, then you must comply with any such instructions from us within 30 days. If we require you to change the Marks, our sole obligation will be to reimburse you for your reasonable documented expenses of compliance, including changing signage, brochures, stationary, etc. You waive all other claims arising from or relating to any change, modification, substitution or discontinuation of the Intellectual Property. Except for the reimbursement obligation listed in this Section, we will not be liable to you for any expenses, losses or damages that you incur (including the loss of any goodwill associated with a Mark) because of any addition, modification, substitution or discontinuation of the Intellectual Property.

18.3. **Use of Marks**. You agree to use the Marks as the sole identification of your Business; provided, however that you must identify yourself as the independent owner of your Business in the manner that we prescribe. You may not use any Marks in any modified form or as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you by this Agreement). You agree to: (a) prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms that we designate and in the manner that we prescribe to give notice of trade and service mark registrations and copyrights; and (b) obtain any fictitious or assumed name registrations required under applicable law. You may not use the Marks in signing any contract, lease, check, negotiable instrument or other agreement or in any manner likely to confuse or result in liability to us for any indebtedness or obligation of yours.

18.4. **Use of Know-how**. We will disclose the Know-how to you in the initial training program, the Manual, and in other guidance furnished to you during the Term. All data entered into ALL-IN regarding your clients, Senior Communities, Referral Sources and Senior Care Providers shall

be deemed our Know-how. You agree that you will not acquire any interest in the Know-how other than the right to utilize it in strict accordance with the terms of this Agreement in the development and operation of your Business. You acknowledge that the Know-how is proprietary and is disclosed to you solely for use in the development and operation of your Business during the Term.

18.5. **Ownership of Business Records.** You acknowledge and agree that we have access to, and will be the exclusive owner of, all of your Business Records. You are licensed to use all Business Records solely in connection with the operation of your Business. All such Business Records are deemed part of our Intellectual Property. We may utilize your Business Records in any manner that we deem appropriate and to be in the best interest of the System.

18.6. **Improvements**. If you conceive of or develop any improvements, creative ideas or additions to the marketing, method of operation or the services or products offered by an ALL Business (collectively, "Improvements"), you agree to promptly and fully disclose the Improvements to us without disclosing the Improvements to others. You must obtain our approval prior to using any such Improvements. Any Improvement that we approve may be used by us and any third parties that we authorize to operate an Assisted Living Locators franchise, without any obligation to pay you royalties or other fees. You must assign to us or our designee, without charge, all rights to any such Improvement, including the right to grant sublicenses. In return, we will authorize you to use any Improvements that we or other franchisees develop that we authorize for general use in connection with the operation of an ALL Business.

18.7. **Notification of Infringements and Claims**. You must immediately notify us of any: (a) apparent infringement of any of the Intellectual Property; (b) challenge to your use of any of the Intellectual Property; or (c) claim by any person of any rights in any of the Intellectual Property. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding or other proceeding, or to otherwise protect and maintain our interest in the Intellectual Property.

19. **INDEMNITY.** You agree to indemnify the Indemnified Parties and hold them harmless for, from and against any and all Losses and Expenses incurred by any of them as a result of or in connection with any of the following:

(i) the marketing, use or operation of your Business or your performance and/or breach of any of your obligations under this Agreement, including any Claims brought by any of your clients, Senior Communities, Referral Sources or Senior Care Providers;

(ii) any Claim relating to taxes or penalties assessed by any governmental entity against us that are directly related to your failure to pay or perform functions required of you under this Agreement;

(iii) any labor, employment or similar type of Claim pertaining to your employees;

(iv) any actions, investigations, rulings or proceedings conducted by any state or federal agency relating to your employees, including, without limitation, the United States Department of Labor, the Equal Employment Opportunity Commission and the National Labor Relations Board; and

(v) any labor, employment or similar type of Claim pertaining to our relationship with you or your Owners.

You and your Owners agree to give us notice of any action, suit, proceeding, claim, demand, inquiry or investigation described above. The Indemnified Parties shall have the right, in their sole discretion to: (a) retain counsel of their own choosing to represent them with respect to any Claim; and (b) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such Claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such Claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such Claim, including court costs and reasonable attorneys' fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorneys' fees.

20. TRANSFERS

20.1. **By Us**. This Agreement and the franchise is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment. We may also delegate some or all of our obligations under this Agreement to one or more persons without assigning the Agreement.

20.2. **By You**. You understand that the rights and duties created by this Agreement are personal to you and the Owners and that we have granted the franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Because this Agreement is a personal services contract, neither you nor any Owner may engage in any Transfer other than a Permitted Transfer without our prior written approval. Any Transfer (other than a Permitted Transfer) without our approval shall be void and constitute a breach of this Agreement. We will not unreasonably withhold our approval of any proposed Transfer, provided that the following conditions are all satisfied:

(i) the proposed transferee is, in our opinion, an individual of good moral character, who has sufficient business experience, aptitude and financial resources to own and operate an ALL Business and otherwise meets all of our then applicable standards for franchisees;

(ii) you and your Owners are in full compliance with the terms of this Agreement and all other agreements with us or our affiliate;

(iii) all of the owners of the transferee have successfully completed, or made arrangements to attend, the initial training program (and the transferee has paid us our then-current initial training fee);

(iv) the transferee and its owners, to the extent necessary, have obtained all licenses and permits required by applicable law, and obtained any required bonding, in order to own and operate the Business;

(v) the transferee signs an agreement, in a form satisfactory to us, agreeing to discharge and guaranty all of your obligations under this Agreement and any other agreement relating to the Business, including, without limitation, Client Agreements, Marketing Agreements, Referral Services Agreements, technology contracts, and other contracts;

(vi) the transferee and its owners sign our then-current form of franchise agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term and renewal term(s) shall be the Term and renewal term(s) remaining under this Agreement; and (b) the transferee need not pay a separate initial franchise fee;

(vii) you or the transferee pay us a $10,000 transfer fee (reduced to $2,500 if the transferee is

an existing Assisted Living Locators franchisee) to defray expenses that we incur in connection with the Transfer (if the transferee is found by a broker we engage, you must also reimburse us for all commissions we pay to the broker, which amount shall be in addition to the transfer fee);

(viii) you and your Owners sign a General Release for all claims arising before or contemporaneously with the Transfer;

(ix) we do not elect to exercise our right of first refusal described in Section 20.5; and

(x) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

Our consent to a Transfer shall not constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the franchise by the transferee.

20.3. **Permitted Transfers.** You may engage in a Permitted Transfer without our prior approval, but you must give us at least 10 days prior written notice. You and the Owners (and the transferee) agree to sign all documents that we reasonably request to effectuate and document the Permitted Transfer.

20.4. **Death or Disability of an Owner.** Upon the death or permanent disability of an Owner, the Owner's ownership interest in you or the franchise, as applicable, must be assigned to another Owner or to a third party approved by us within 180 days. Any assignment to a third party will be subject to all of the terms and conditions of Section 20.2 unless the assignment qualifies as a Permitted Transfer. For purposes of this Section, an Owner is deemed to have a "permanent disability" only if the person has a medical or mental problem that prevents the person from substantially complying with his or her obligations under this Agreement or otherwise operating the Business in the manner required by this Agreement and the Manual for a continuous period of at least three (3) months.

20.5. **Our Right of First Refusal.** If you or an Owner desire to engage in a Transfer, you or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase the interest in your Business or the ownership interest in you for the same price and upon the same terms contained in the offer (however, we may substitute cash for any form of payment proposed in the offer). If we notify you that we intend to purchase the interest within the 30-day period, you or the Owner, as applicable, must sell the interest to us. We will have at least an additional 30 days to prepare for closing. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of Section 20.2 (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or there is a material change in the terms of the sale, we will again have the right of first refusal specified in this Section. Our right of first refusal in this Section shall not apply to any Permitted Transfer.

21. TERMINATION

21.1. **Automatic Termination.** You shall be deemed to be in default under this Agreement and all rights granted to you hereunder shall terminate automatically without notice to you upon the occurrence of any of the following:You, a Managing Owner or any of your guarantors become

insolvent, makes a general assignment for the benefit of creditors, or is adjudicated a bankrupt, unless otherwise restricted by the relevant bankruptcy laws;

(ii) A petition in bankruptcy for liquidation, reorganization, or other proceeding is filed by or against you, a Managing Owner or any of your guarantors; or a receiver is appointed or a bill in equity or other proceeding for the appointment of a receiver of you, a Managing Owner or any of your guarantors or other custodian for the Business or assets is allowed; or the real or personal property of you, a Managing Owner or any of your guarantors is attached or levied upon by any sheriff, marshal, or constable , or seized, taken over or foreclosed by a creditor, lienholder or lessor; or a final judgment against you remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed).

21.2. **Termination By Us Without Cure Period**. We may, in our sole discretion, terminate this Agreement upon written notice, without opportunity to cure, for any of the following reasons, all of which constitute material events of default under this Agreement:

(i) if the Managing Owner fails to satisfactorily complete the initial training program in the manner required by Section 5.1;

(ii) if you fail to open your Business within the time period required by Section 7.3;

(iii) if you abandon or fail to operate your Business for three (3) consecutive business days, unless the failure is due to an event of force majeure or another reason that we approve;

(iv) if a regulatory authority suspends or revokes a license or permit held by you or an Owner that is required to operate the Business, even if you or the Owner still maintain appeal rights;

(v) if you or an Owner (a) is convicted of or pleads no contest to a felony, a crime involving moral turpitude or any other material crime or (b) is subject to any material administrative disciplinary action or (c) fails to comply with any material federal, state or local law or regulation applicable to your Business;

(vi) if you or an Owner commits an act that can reasonably be expected to adversely affect the reputation of the System, or the goodwill associated with the Marks;

(vii) if you manage or operate your Business in a manner that presents a health or safety hazard to your customers, employees or the public;

(viii) if we receive reasonably satisfactory evidence that the Managing Owner and/or your employees have engaged in unsafe, reckless or unlawful driving on multiple occasions while driving clients or while driving any vehicle that bears or displays any of our Marks;

(ix) if you or an Owner make any material misrepresentation to us, whether occurring before or after being granted the franchise;

(x) if you or an Owner fail to pay any amount owed to us or an affiliate of ours within ten (10) days after receipt of a demand for payment;

(xi) if you underreport any amount owed to us by at least two percent (2%), after having already committed a similar breach that had been cured in accordance with Section 21.3;

(xii) if you make an unauthorized Transfer;

(xiii) if you or an Owner make an unauthorized use of the Intellectual Property;

(xiv) if you or an Owner or guarantor breach any of the brand protection covenants described

in Section 15;

(xv) if any Owner, or the spouse of any Owner, breaches a Franchise Owner Agreement;

(xvi) if you engage in placement services outside of your Territory unless the placement: (a) is made in compliance with our Referral Program; (b) is made after obtaining our prior written permission; or (c) is otherwise authorized under the terms of this Agreement or the Manual.

(xvii) if you fail to meet the minimum performance requirements described in Section 12; or

(xviii) if we terminate any other agreement between you and us or if any affiliate of ours terminates any agreement between you and the affiliate because of your default.

21.3. Additional Conditions of Termination. In addition to our termination rights in Section 21.2, we may, in our sole discretion, terminate this Agreement upon 30 days' written notice if you or an Owner fail to comply with any other provision of this Agreement (including any mandatory provision in the Manual) or any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period. If we deliver a notice of default to you pursuant to this Section 21.3, we may suspend performance of any of our obligations under this Agreement until you fully cure the breach.

21.4. Mutual Agreement to Terminate. If you and we mutually agree in writing to terminate this Agreement, you and we will be deemed to have waived any required notice period.

22. POST-TERM OBLIGATIONS.

22.1. Obligations of You and the Owners. After the termination, expiration or Transfer of this Agreement, you and the Owners agree to:

(i) immediately cease to use the Intellectual Property;

(ii) pay us all amounts that you owe us;

(iii) comply with all covenants described in Section 15 that apply after the expiration, termination or Transfer of this Agreement or the disposal of an ownership interest by an Owner;

(iv) return all copies of the Manual, or any portions thereof, as well as all signs, sign faces, brochures, advertising and promotional materials, forms, and any other materials bearing or containing any of the Marks, Copyrights or other identification relating to an ALL Business, unless we allow you to transfer such items to an approved transferee;

(v) cease utilizing ALL-IN and delete all copies from your computer (you must allow us access to your computer to confirm removal of ALL-IN);

(vi) take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any of the Marks;

(vii) provide us with a copy of all of your Business Records and a list of all of your current, former and prospective clients, Referral Sources, Senior Communities and Senior Care Providers;

(viii) upon our request, assign all Client Agreements to us or to another ALL Business that we designate and assist us with notifying and transitioning all of your clients to us or to such other ALL Business;

(ix) upon our request, assign all Marketing Agreements and Referral Services Agreements to us or to another ALL Business that we designate and assist us with notifying and transitioning all of your Senior Communities, Referral Sources and Senior Care

Providers to us or to such other ALL Business;

(x) cease all communications with clients, Senior Communities and Referral Sources except as we otherwise expressly approve in writing;

(xi) cease to collect any placement fees or other amounts paid by Senior Communities after the date this Agreement terminates or expires (we have the exclusive right to collect all such payments, deduct all amounts owed to us and our affiliates, and remit any remaining balance to you);

(xii) remove all wraps or other references to our Marks on any vehicle owned or leased by you or your employees;

(xiii) notify all telephone companies, listing agencies and domain name registration companies (collectively, the "Agencies") of the termination or expiration of your right to use: (a) the telephone numbers, email addresses and/or domain names (and any affiliated, associated or linked pages, websites and listings), if applicable, related to the operation of your Business; and (b) any regular, classified or other telephone directory listings associated with the Marks (you hereby authorize the Agencies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct the Agencies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so); and

(xiv) provide us with satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Agreement.

To facilitate our ability to ensure compliance with Section (xiii), you must execute our required form of Power of Attorney – Telephone and Internet concurrently with the execution of this Agreement, or at such other time that we designate in our sole discretion.

23. DISPUTE RESOLUTION.

23.1 You must first bring any claim or dispute between you and us to our President and provide us with thirty (30) days' notice and opportunity to cure. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

23.2 Once the internal dispute provisions of Section 23.1 have been exhausted, at our option, any claim, dispute or disagreement, including any matter pertaining to the interpretation of this Agreement or issues relating to the offer and sale of the franchise or the relationship between the parties (a "Dispute") to mediation under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. The mediation will take place in the county in which we maintain our principal place of business at the time the Dispute arises (currently, Maricopa County, Arizona) and the parties irrevocably waive any objection to such venue. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. We will have a period of thirty (30) days following receipt of such notice within which to notify you whether we or our affiliates elect to exercise our option to submit claims or disputes to mediation. You may not commence any action against us or our affiliates with respect to any such claim or dispute in any court unless we fail to exercise our option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of our written declaration. Our right to mediate, as set forth herein, may be specifically

enforced by us. Each party will bear its own cost of mediation and we will share mediation costs equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties agree that there will be no class action mediation.

The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 23.2 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): (1) Any federally protected intellectual property rights in the Marks, Ecommerce Program, the System, Proprietary Materials, Proprietary Software, or in any Confidential Information; (2) Any claims pertaining to or arising out of any warranty issue; (3) Any of the restrictive covenants contained in this Agreement; or (4) Any claims to collect past due amounts owed to us or our affiliates.

23.3 If the Dispute is not resolved by mediation, the parties expressly agree to the jurisdiction and venue of any federal or state court of general jurisdiction in the county in which we maintain our principal place of business at the time the Dispute arises (currently, Maricopa County, Arizona) and the parties irrevocably waive any objection to such venue. If we must enforce this Agreement in a judicial proceeding, we will be entitled to reimbursement of our costs and expenses, including reasonable accounting and legal fees. In addition, if you breach any term of this Agreement or any other agreement with us or an affiliate of ours, you agree to reimburse us for all reasonable legal fees and other expenses we incur relating to such breach, regardless of whether the breach is cured prior to the commencement of any dispute resolution proceedings. Nothing contained in this Agreement shall prevent us from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect our interests.

23.4 You further agree that no cause of action arising out of or under this Agreement may be maintained by you against us unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us hereunder, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense, or set-off. You hereby waive the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by us, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder. The parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between you, your Owners, and we or our affiliates or employees may not be consolidated with any other proceeding between us and any other party or entity.

23.5 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 YOUR PURCHASE OF A FRANCHISE OR ANY GOODS OR SERVICES FROM US OR OUR AFFILIATES.

23.6 Waiver of Punitive Damages. You hereby waive, 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) against us 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, your recovery is 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.

24. YOUR REPRESENTATIONS. YOU HEREBY REPRESENT THAT:

(i) YOU HAVE NOT RECEIVED ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT, EXCEPT FOR ANY INFORMATION DISCLOSED IN THE FRANCHISE DISCLOSURE DOCUMENT;

(ii) YOU HAVE NO KNOWLEDGE OF ANY REPRESENTATIONS BY US OR ANY OF OUR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR REPRESENTATIVES ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT;

(iii) YOU RECEIVED (a) AN EXACT COPY OF THIS AGREEMENT AND ITS ATTACHMENTS AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT IS EXECUTED; AND (b) OUR FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF (1) 14 CALENDAR DAYS BEFORE YOU SIGNED A BINDING AGREEMENT OR PAID ANY MONEY TO US OR OUR AFFILIATES OR (2) SUCH EARLIER TIME IN THE SALES PROCESS THAT YOU REQUESTED A COPY;

(iv) YOU ARE AWARE THAT OTHER FRANCHISEES MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES;

(v) YOU ARE AWARE THAT WE HAVE NEGOTIATED TERMS OR OFFERED CONCESSIONS TO OTHER FRANCHISEES AND WE HAVE NO OBLIGATION TO OFFER YOU THE SAME OR SIMILAR NEGOTIATED TERMS OR CONCESSIONS; AND

(vi) YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND RECOGNIZE THAT IT INVOLVES BUSINESS RISKS, MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON YOUR OWN BUSINESS ABILITIES, EFFORTS AND JUDGMENTS, AND THE SERVICES OF YOU AND THOSE YOU EMPLOY.

25. GENERAL PROVISIONS

25.1. Governing Law. Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement and the franchise relationship shall be governed by the laws of the State of Arizona (without reference to its principles of conflicts of law), but any law of the State of Arizona that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

25.2. Relationship of the Parties. You understand and agree that nothing in this Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your Business. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other or represent that our relationship is other than franchisor and franchisee. In addition, neither we

nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Agreement.

25.3. **Severability and Substitution**. Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Agreement. If a court concludes that any promise or covenant in this Agreement is unreasonable and unenforceable: (a) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (b) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable.

25.4. **Waivers.** We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall be without prejudice to any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise before the expiration of its term) by virtue of: (a) any custom or practice of the parties at variance with the terms of this Agreement; (b) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory specification, standard, or operating procedure; (c) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other Assisted Living Locators franchisees; or (d) the acceptance by us of any payments due from you after breach of this Agreement.

25.5. **Approvals.** Whenever this Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have disapproved your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. You are not entitled to any other relief or damages for our denial of approval.

25.6. **Force Majeure.** Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of force majeure. Any delay resulting from an event of force majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

25.7. **Binding Effect.** This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement; provided, however, that the additional insureds listed in Section 16.1 and the Indemnified Parties are intended third party beneficiaries under this Agreement with respect to Section 16.1 and Section 19, respectively.

25.8. **Integration.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT, EXCEPT AS PERMITTED BY SECTION 11.2 AND SECTION 25.3, BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any email correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The attachment(s) are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of

the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. As referenced above, all mandatory provisions of the Manual are part of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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.

25.9. **Covenant of Good Faith**. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (a) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely your interests; (b) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (c) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (d) in the absence of bad faith, no trier of fact in any or litigation shall substitute its judgment for our judgment so exercised.

25.10. **Rights of Parties are Cumulative**. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

25.11. **Survival**. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire, including, without limitation, Section 14, Section 15, Section 17, Section 19, Section 22, Section 23 and Section 25.

25.12. **Construction.** The headings in this Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. The term "you" as used in this Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine and the possessive.

25.13. **Time of Essence.** Time is of the essence in this Agreement and every term thereof.

25.14. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

25.15. **Notice.** All notices given under this Agreement must be in writing, delivered by hand, email (to the last email address provided by the recipient) or first-class mail, to the following addresses (which may be changed upon 10 business days prior written notice):

YOU: As set forth in Part A of ATTACHMENT "A"

US: ALL Franchising, LLC
8100 E. Indian School Road, Suite 201
Scottsdale, Arizona 85251

Notice shall be considered given at the time delivered by hand, or one (1) business day after sending by email or comparable electronic system, or three (3) business days after placed in the mail, postage prepaid, by certified mail with a return receipt requested.

The parties to this Agreement have executed this Agreement effective as of the Effective Date first above written.

FRANCHISOR:

ALL Franchising, LLC, a Delaware limited liability company

By:_____
Name:_____
Its:_____

YOU (If you are an entity):

_____,
a(n)_____

By:_____
Name:_____
Its:_____

YOU (If you are not an entity):

_____
Name:_____

_____
Name: _____

_____
Name: _____

ATTACHMENT "A"

TO FRANCHISE AGREEMENT

DEAL TERMS

A. Franchisee Details.

Name of Franchisee: [_____]

Is the franchisee one or more natural persons signing in their individual capacity? **Yes**: _____ **No**: _____

Type of Entity and State of Formation* (if applicable): [_____]

** If the franchisee is a business entity, each natural person holding a direct or indirect ownership interest in the business entity, and spouse of each such person, must sign the Franchise Owner Agreement concurrently with the execution of this Agreement.*

The following table includes the full name of each natural person holding a direct or indirect ownership interest in the franchise (or the franchisee business entity if applicable) along with a description of their ownership interest.

Owner's Name	% Ownership Interest	Direct or Indirect (if indirect, include description of nature of interest)

Notice Address: [_____]

B. Initial Franchise Fee.

The initial franchise fee payable by you under this Agreement is identified below (check appropriate box):

_____ $49,500 (1st territory – no discount)

_____ $44,550 (2nd or subsequent territory in multi-territory purchase – no discount)

_____ $44,550 (1st territory – with 10% veteran or nurse discount)

C. <u>Territory</u>.

The Territory referenced in the Franchise Agreement shall consist of the following geographic area (as further depicted on the map attached on the following page):

[_____]

If there are any changes to the zip codes or other boundaries that define your Territory during the term of the Franchise Agreement or any renewal term, then, unless otherwise agreed to by you and us in writing, the boundaries of your Territory shall remain defined by the zip codes or other boundaries in effect as of the Effective Date and depicted on the map on the following page.

ATTACHMENT "B"

TO FRANCHISE AGREEMENT

FORM OF REFERRAL NETWORK PARTICIPATION AGREEMENT

[See Attached]

REFERRAL NETWORK PARTICIPATION AGREEMENT

This Referral Network Participation Agreement (this "Agreement") is entered into this _____ day of _____, 202__ (this "Effective Date") by and between_____, with a principal place of business located at _____("Community") and ALL Franchising, LLC, dba "Assisted Living Locators", a Delaware limited liability company**,** with its principal place of business located at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251 ("ALL").

WHEREAS, Community owns, operates or manages senior living community and wishes to participate in ALL's referral network and to engage ALL to provide certain marketing exposure services as described in this Agreement.

WHEREAS, ALL directs seniors and their families (collectively, "Clients") to appropriate care settings based specifically on their preferences and stated needs to communities that participate in ALL's referral network.

NOW, THEREFORE, the parties agree as follows:

Section 1. Referral Placement Service. ALL provides referral and other information to Clients. ALL assists Clients by: (i) helping them find assisted living, Alzheimer's care, retirement communities, homecare and senior care resources by providing information and referrals based on stated needs and preferences, and (ii) offering them a consultative advisor who may further assist them with their search for senior care options. Clients are notified that ALL does not charge Clients for ALL's services and that ALL receives a fee from Community.

Section 2. Marketing Exposure Services. In consideration of the participation fee described in Section 4, ALL shall include Community's facilities set forth in Schedule A attached hereto in ALL's referral network, and ALL shall provide Community the marketing exposure services as described herein. ALL may employ a variety of marketing exposure methods including on-line listing services through the use of its website, web affiliations, search engine optimization, search engine management and numerous other marketing exposure programs. ALL will maintain an individual webpage listing on their website for the Community so that Community's services are known to the visitors of the website. ALL places no requirements on the manner in which Community provides services to individuals referred by ALL.

Section 3. Non-Recommendation Policy. ALL neither endorses nor recommends any particular community or facility in its referral network, including Community. The names of subscribing communities are provided to a potential Client based solely on the person's stated needs and preferences and are given as a reference and information source only. ALL provides only an information service and does not (i) perform any medical assessment of or for Client or Participating Agency, or (ii) participate in Client's and Community's decision regarding services. It shall be the sole and exclusive responsibility of Community to review the information concerning all potential clients referred by ALL and to verify and confirm the accuracy of this information as well as information provided by a Client. ALL is not a representative of or agent for either Client or Community and does not act on behalf of either. In the event Community denies the admission of a Client, Community shall immediately notify ALL of such denial and refer Client back to ALL in order for ALL to present Client with alternative community options. Community may not refer any clients introduced to Community by ALL to other facilities/communities. If Community refers clients introduced to Community to another facility/community then Community shall pay those fees that would have been earned by ALL for placing the client.

Section 4. Admission Fee. In consideration of the services provided by ALL hereunder, Community agrees to pay ALL as follows:

A. Long Term Stays. For each Client referred by ALL and each spouse of Client (whether or not referred by ALL) that moves-in the Community and stays thirty (30) days or more, an amount equal to the greater of eighty-five percent (85%) of the first month's Rent or $2,500 for Assisted Living. Fee shall be due and payable within thirty (30) days after the move-in date of each Client (or spouse, as applicable).

B. Short Term Stays. For each Client referred by ALL and each spouse of Client (whether or not referred by ALL) that moves-in a Community facility and stays less than thirty (30) days (whether as a respite-stay patient or otherwise), an amount equal to either (i) the greater of thirty percent (30%) of the Client's weekly Rent payment to Community or $250 per week, or (ii) in the event the resident ultimately stays thirty (30) days or greater, an amount equivalent to the long term stay fee set forth in Section 4(A). Such fee shall be due and payable within thirty (30) days after the move-in date of the Client (or spouse, as applicable).

For purposes of Section 4A and 4B, "Rent" shall be deemed to include the total amounts payable by Client to Community, including amounts payable for services (including health care services) provided by Community, and excluding any discounts or promotions provided to the Client. Any amounts that become past due hereunder will be assessed late fees of the lesser of 1.5% per month (18% per annum) or the maximum percentage allowed under applicable law. Community agrees to notify ALL within seventy-two (72) hours of each Client (and spouse) move-in. The fees set forth in this Section 4 shall apply with respect to any Client referred by ALL and each spouse of Client (whether or not referred by ALL) that moves-in the Community during the twelve (12) month period following any Client contact with the Community through efforts of ALL.

For the states of **Oklahoma and Texas**, a flat rate fee for each Client referred by ALL and each spouse of Client (whether or not referred by ALL) that moves-in and stays thirty (30) days or more, an amount equal to $2,000 for Assisted Living, $1,500 for Independent Living, and $2500 for Memory Care. Fee shall be due and payable within thirty (30) days after the move-in date of each Client (or spouse, as applicable). For each Client referred by ALL and each spouse of Client (whether or not referred by ALL) that moves-in the Community and stays less than thirty (30) days (whether as a respite-stay patient or otherwise), $250 per week, or (ii) in the event the resident ultimately stays thirty (30) days or greater, an amount equivalent to the long term stay fee set forth in Section 4(A). Such fee shall be due and payable within thirty (30) days after the move-in date of the Client (or spouse, as applicable).

No Federal or State Healthcare Program Consumers: ALL's intent and practice is to ensure that no Prohibited Consumers are referred to Community . A "Prohibited Consumer" is a Consumer whose source of payment for Services is, in whole or in part, provided by Medicare, Medicaid, or similar state laws or to be provided by any federal or state funding source that prohibits the arrangement between the parties contemplated by this Agreement Community agrees that it has the independent responsibility to verify and confirm whether a Consumer is a Prohibited Consumer. ALL will not knowingly refer a Prohibited Consumer to Community. Community will not provide Services to any Prohibited Consumer referred to Community by ALL. Community represents and warrants that the Agencies do not provide federally funded services and do not accept any direct or indirect remuneration in connection with the referral of Prohibited Consumers to entities providing federally funded services. If Community decides to provide federally funded services, Community will immediately notify ALL and this Agreement will immediately and automatically terminate. If the ALL Consumer becomes a Prohibited Consumer, Community will immediately notify ALL. Community will not owe or pay ALL any Fee relating to any period for which the Consumer is a Prohibited Consumer. Should any Consumer become a Prohibited Consumer, the Fee will be refunded.

Section 5. Redundant Leads. The admission fee set forth in Section 4 will not be assessed in the event of the following: (i) the Community has been in contact with the potential Client (including a family member or other involved party) during the ninety (90) day period prior to the date such Client

was referred by Community, (ii) Community has verified such prior contact within five (5) business days of Client's referral to Community in writing to ALL with the initial referral information including the original date of referral, and specific referral source.

Section 6. Relationship of the Parties. The parties hereby agree that they are at all times acting as independent contractors who have entered into this Agreement on the terms and conditions set forth in this Agreement. Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee or principal agent between Community and ALL (or ALL's personnel), and ALL agrees that it shall not assert that the relationship with Community is other than an independent contractor relationship. This obligation will survive any termination of this Agreement.

Section 7. Policies and Conduct. ALL and its personnel shall at all times act ethically and honestly and shall present Community and its facilities in a fair and honest manner.

Section 8. Representations and Warranties. ALL and Community each makes the following warranties and representations to the other, which each of them covenants on its own behalf are true and accurate as of the date of this Agreement and shall remain as such during its term: (i) each is a legal entity duly organized, validly existing and in good standing under applicable state law and has all requisite legal power, licenses, certifications and permits to enter into this Agreement and to perform its obligations hereunder; (ii) Community will notify ALL in writing, within 2 business days of any licensing changes, including, without limitation, any revocations, suspensions, conditions, or other limitations imposed by any government authority; (iii) this Agreement has been duly executed and delivered by each and is the legal, valid, and binding obligation of each, fully enforceable against each in accordance with its terms; and (iv) each, including each facility of Community, is duly licensed, certified, accredited or authorized, to the extent required under law, to engage in its business and operations. In addition, Community represents and warrants as of the Effective Date and throughout the term of this Agreement that all information provided by Community to ALL pertaining to Community and its facilities for purposes of the marketing exposure services is accurate and complete; (v) Community agrees that Clients referred by ALL will not be charged any portion of ALL's fees, and, subject to customary and independent negotiation between Client and Community, Client will be charged by Community at the same rates as it charges other persons not referred by ALL, including being eligible for all discounts or concessions offered by Community; (vi) Community will not seek to recover all, or a portion of, fees payable to ALL from Client; (vii) Community will comply with applicable federal, state, or local laws, regulations, rules, orders or judgments.

Section 9. Licenses and Permits. Each party shall obtain and keep valid and in force at all times all licenses or permits that may be necessary to engage in its business and operations. If either party's license or permit is no longer valid and in force for any reason: (i) such party shall immediately notify the other party, and such party so notified may immediately terminate this Agreement. Community shall provide ALL copies of any current licenses, registrations, and/or renewals of Community and any facility of Community, upon ALL's request.

Section 10. Termination. This Agreement shall remain in full force and effect until terminated as follows: (i) By either party, with or without cause, upon at least thirty (30) days prior written notice to the other party, (ii) in the event of material default by either party, the non-defaulting party shall provide notice setting forth the alleged default to the defaulting party, and the non-defaulting party shall have the right to terminate this Agreement immediately if the defaulting party fails to cure the alleged default within ten (10) days after receipt of the notice, or (iii) as set forth in Section 9 of this Agreement. Following termination, this Agreement shall remain in full force and effect as it applies to any referrals which are either in process prior to the thirty (30) day notice period or arise during the thirty (30) day notice period and fees shall be due for all such referrals as set forth in the placement section above.

Section 11. Indemnification. Each party (hereafter, "Indemnitor") agrees to indemnify, defend and hold harmless the other party (hereafter, Indemnitee") and its affiliates, successors, shareholders, personal representatives, directors, officers, employees, partners and agents, from and against any and all claims,

demands, losses damages, penalties, liabilities, suits, judgements, costs, expenses, (including, without limitation, reasonable attorney fees, consultant fees and litigation costs incurred by Indemnitee), arising out of or resulting from, directly or indirectly, any breach of this Agreement, or the intentional or grossly negligent acts or omissions of Indemnitor or its directors, officers, managers, employees or agents, arising out of or pertaining to any actions or inactions of Indemnitor or in connection with the performance of the Agreement by Indemnitor and other regulatory or legal risk of any sort arising out of, in connection to, or resulting from, directly or indirectly, the acts or omissions of Community in its failure to comply with the Fair Labor Standards Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Immigration Reform and Controls Act, the Family and Medical Leave Act, and any and all other federal, state and local employment laws, statutes, ordinances, rules, regulations, codes and/or orders.

Section 12. Marketing, Publicity & Trademarks. Community has the right to and hereby grants ALL a non-exclusive license to incorporate the Community's name, logo, trademark, and other Community information into ALL's marketing products and services. Community hereby affirms that none of that intellectual property violates or infringes upon the rights of others, including their privacy or publicity rights.

Section 13. Non-discrimination. The parties agree that there shall be no discrimination in the performance of this Agreement against any employee, resident, or other person as the result of that individual's race, color, disability, religion, sex, sexual preference, age or national origin or in violation of applicable federal, state or local law and regulation.

Section 14. No Third-Party Beneficiaries. This Agreement shall not create nor be construed to create in any manner whatsoever any rights in any other person as a third-party beneficiary of this Agreement or in any other manner.

Section 15. Confidentiality of Records. ALL may provide Community with information regarding Client. Community will treat this information as confidential and will only use it for: (i) its own internal evaluation of the potential consumer(s); and (ii) providing Services to such client(s). Community will not disclose this information to any third party and will comply with all applicable state and federal laws respecting the protection, use, and disclosure of such information. Community shall not provide ALL with any individually identifiable health information. The parties shall (iii) comply with all applicable state and federal laws respecting the confidentiality of proprietary information, data and other confidential or personal information concerning the medical, personal, or business affairs of the parties acquired hereunder or in connection herewith; (iv) keep confidential all financial, operating, proprietary or business information relating to the parties that is not otherwise public information; and (v) keep confidential any information, not described above, specified in writing by either party as confidential information. For purposes of the foregoing, information shall not be considered confidential information if such information's disclosure is compelled by court order, by applicable law or if such information was obtained from an unrelated third party not itself subject to a confidentiality requirement with respect to such information; (vi) it will treat confidentially and not transfer to any third party any Client information provided by ALL, including not re-selling or re-distributing the same.

Section 16. Assignment and Sub-Contracting. Both party's rights and obligations under this Agreement may be assigned, delegated, or sub-contracted in whole or in part without the prior written consent of the other party, provided, however, that ALL may assign its obligations under this Agreement to an affiliate of ALL sharing common ownership without the consent of Community.

Section 17. Notices. Any notices required or permitted to be given under this Agreement shall be in writing by mail, overnight service, facsimile or email.

Section 18. Waiver of Right to Jury Trial & Miscellaneous. Each party knowingly and irrevocably waives its right to a jury trial of any claim or cause of action based upon, arising out of, or relating to the subject matter of this Agreement. The scope of this waiver is intended to be all-encompassing whether claims are asserted on an individual basis or as putative representative of a class.

This Agreement may not be modified or altered except by a written instrument executed by both parties. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any rights. This Agreement, together with all the schedules attached hereto, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior proposals, understandings, and all other agreements, oral and written between the parties relating to such subject matter. It is the intent of the parties hereto that the validity, interpretation and construction of this Agreement shall be governed by the laws of the State of Arizona. Community and ALL agree that any action or proceeding relating to this Agreement must be brought in Maricopa County, AZ.

Section 19. Personal Guarantee. In connection with the transactions contemplated by the Referral Network Participation Agreement, the undersigned hereby absolutely, unconditionally, and irrevocably guarantees the prompt payment and performance (and not merely collection) of Community's obligations under Sections 4, 8, 9, 11 and 15 of the Agreement (collectively, the "Guaranteed Obligations"). This provision has the effect of rendering the undersigned a surety and the equivalent of a co-obligor with Community with respect to the Guaranteed Obligations.

The undersigned agrees that, until the Guaranteed Obligations have been satisfied in full, the undersigned shall not be released by or because of the taking, or failure to take, any action that might in any manner or to any extent vary the risks of the undersigned under this personal guarantee or that, but for this paragraph, might discharge or otherwise reduce, limit, or modify the undersigned's obligations under this personal guarantee. The undersigned waives and surrenders any defense to any liability under this personal guarantee based upon any such action. Without limiting the generality of the foregoing, the undersigned waives the benefits of any provision of law requiring that one or more beneficiaries hereunder exhaust any right or remedy, or take any action, against Community, any other guarantor of Community's obligations, or any other person and/or property.

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

Assisted Living Locators	_____
Referral Source	Community
_____	_____
By (Print Name)	By (Print Name)
_____	_____
Signature	Signature
_____	_____
Title	Title

8100 E. Indian School Road, Suite 201
Scottsdale, Arizona 85251

(T) 800-267-7816; (F) 877-275-5991

Exhibit A (use if signing up more than one property)

Facilities

ATTACHMENT "C"

TO FRANCHISE AGREEMENT

FRANCHISE OWNER AGREEMENT

[See Attached]

FRANCHISE OWNER AGREEMENT

This Franchise Owner Agreement (this "Agreement") is entered into by: (i) each of the undersigned owners of Franchisee (defined below); and (ii) the spouse of each such owner, in favor of ALL Franchising, LLC, a Delaware limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement. Each signatory to this Agreement is referred to as "you".

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

"ALL Business" means an Assisted Living Locators business, whether operated by us, our affiliate or a franchisee (including Franchisee).

"Business Records" means any and all evidence of each business transaction, and all financial, marketing, and other operating aspects of the Franchised Business, and all evidence and records with respect to customers, clients, employees, and other service professionals relating the Franchised Business including, without limitation, all databases in print, electronic or other form, including all names, addresses, phone numbers, email addresses, customer/client records, and all other records contained in the database, and all other records created and maintained by Franchisee relating to the operation of the Franchised Business, including all such data pertaining to clients, Senior Communities, Referral Sources and Senior Service Providers.

"Competitive Business" means any business competitive with an ALL Business that assists seniors and their families in locating and evaluating suitable assisted living facilities, memory care communities, nursing homes, senior care homes or independent living senior communities.

"Copyrights" means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow ALL Businesses to use, sell or display in connection with the marketing and/or operation of an ALL Business, whether now in existence or created in the future.

"Franchise Agreement" means the Assisted Living Locators Franchise Agreement executed by Franchisee with an effective date of _____, 202___.

"Franchised Business" means the ALL Business operated by Franchisee pursuant to the Franchise Agreement.

"Franchisee" means _____.

"Improvements" means any additions, modifications or improvements (including creative ideas) to (a) the goods or services offered at an ALL Business, (b) the method of operation of an ALL Business or (c) any marketing or promotional ideas relating to an ALL Business, whether developed by you, Franchisee or any other person.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, System and Improvements.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of an ALL Business, including, but not limited to, methods, techniques, assessments, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual. Know-how also includes the identities and information regarding Senior Communities and Referral Sources that are entered into ALL-IN as well as all information comprising Franchisee's Business Records.

"Manual" means our confidential brand standards manual for the operation of an ALL Business.

"Marketing Agreement" means any agreement between an ALL Business and a Senior Community pursuant to which the Senior Community agreed to pay a fee to the ALL Business for clients placed at such Senior Community.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of

an ALL Business, including "Assisted Living Locators" and the related logo, and any other trademarks, service marks or trade names that we designate for use by an ALL Business.

"Prohibited Activities" means any or all of the following: (a) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business); (b) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); (c) inducing a client of any ALL Business to transfer their business to any person other than an ALL Business; (d) inducing any Senior Community that you know, or have reason to know, has entered into a Marketing Agreement with any ALL Business (including with Franchisee), to enter into an agreement for placement services with any person other than an ALL Business; or (e) inducing any Referral Source that you know, or have reason to know, has entered into a referral agreement or established a referral relationships with any ALL Business (including with Franchisee), to refer clients in need of senior living placement services to any person other than an ALL Business.

"Referral Source" means any hospital, insurance company, HMO, transitional care company or other similar types of business or institution that is in a position to refer clients in need of placement services.

"Restricted Period" means the two (2) year period after the earliest to occur of the following: (a) the termination or expiration of the Franchise Agreement; (b) the date on which Franchisee assigns the Franchise Agreement to another person with respect to whom neither you nor your spouse holds any direct or indirect ownership interest; or (ci) the date on which you cease to be an owner of Franchisee or your spouse ceases to be an owner of Franchisee, as applicable; provided however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the one (1) year period after the earliest to occur of the following: (a) the termination or expiration of the Franchise Agreement; (b) the date on which Franchisee assigns the Franchise Agreement to another person with respect to whom neither you nor your spouse holds any direct or indirect ownership interest; or (c) the date on which you cease to be an owner of Franchisee or your spouse ceases to be an owner of Franchisee, as applicable.

"Restricted Territory" means the geographic area within: (a) the Territory granted to Franchisee under the Franchise Agreement; and (b) the county or counties in which Franchisee's Territory is located, in whole or in part; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area the Territory granted to Franchisee under the Franchise Agreement.

"Senior Care Providers" means providers of various senior care services (other than placement services) that may be necessary or helpful to Franchisee's clients, including real estate agents, downsizing specialists, home health experts, financial planners, financing companies and elder-care attorneys.

"Senior Community" means an assisted living facility, nursing home, senior care home, independent living senior community or similar type of facility.

"System" means our distinct system for the operation of an ALL Business, the distinctive characteristics of which include logo, trade secrets, client assessment tools and techniques, marketing strategies, lead generation programs, referral programs, and operating system.

2. **Background.** In your capacity as an owner of Franchisee, or the spouse of an owner of Franchisee, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In addition, you understand that certain terms of the Franchise Agreement apply to "owners" and not just Franchisee. You agree to comply with the terms of this Agreement In order to: (i) avoid damaging our System by engaging in unfair competition; and (ii) bind yourself to the terms of the Franchise Agreement applicable to owners.

3. Brand Protection Covenants.

(a) Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the Franchised Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer an owner of Franchisee or your spouse is an owner of Franchisee, as applicable. You further agree that you will not use the Intellectual Property for any purpose other than the development and operation of the Franchised Business pursuant to the terms of the Franchise Agreement and Manual. You agree to assign to us or our designee, without charge, all rights to any Improvement developed by you, including the right to grant sublicenses. If applicable law precludes you from assigning ownership of any Improvement to us, then such Improvement shall be perpetually licensed by you to us free of charge, with full rights to use, commercialize, and sublicense the same.

(b) Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are an owner of Franchisee or while your spouse is an owner of Franchisee, as applicable, by engaging in any Prohibited Activities.

(c) Unfair Competition After Relationship. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that places clients with Senior Communities that are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the prohibited activity (any such extension of time will not be construed as a waiver of your breach or otherwise impair any of our rights or remedies relating to your breach).

(d) Immediate Family Members. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

(e) Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.** Although you and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic area, we may at any time unilaterally modify the terms of the system protection covenants in Section 3 of this Agreement, upon written notice to you, by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under Section 3 of this Agreement to ensure that the terms and covenants are enforceable under applicable law

(f) Breach. You agree that failure to comply with the covenants in this Section 3 will cause substantial and irreparable damage to us and/or other ALL Businesses for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event

of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Section are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

4. **Transfer Restrictions.** If you are an owner of Franchisee, you acknowledge that we must approve all persons who hold a direct or indirect ownership interest in Franchisee. Accordingly, you agree that you will not, directly or indirectly or by operation of law, sell, assign, mortgage, pledge or in any manner transfer any direct or indirect ownership interest in Franchisee except in accordance with the terms and conditions set forth in Section 20.2 of the Franchise Agreement.

5. **Financial Security.** In order to secure Franchisee's financial obligations under the Franchise Agreement and all ancillary agreements executed by Franchisee in connection with the Franchise Agreement, including, but not limited to, any agreement for the purchase of goods or services from us or an affiliate of ours and any promissory note related to payments owed to us (collectively, the "Secured Agreements"), you, jointly and severally, personally and unconditionally: (a) guarantee to us and our successor and assigns, that Franchisee shall punctually fulfil all of its payment and other financial obligations under the Secured Agreement; and (b) agree to be personally bound by, and personally liable for, each and every monetary provision in the Secured Agreements. You waive: (1) acceptance and notice of acceptance by us of the foregoing undertakings; (2) notice of demand for payment of any indebtedness guaranteed; (3) protest and notice of default to any party with respect to the indebtedness guaranteed; (4) any right you may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness hereby guaranteed. You agree that: (1) your direct and immediate liability under this guaranty shall be joint and several with Franchisee and all other signatories to this Agreement; (2) you will render any payment required under the Secured Agreements upon demand if Franchisee fails or refuses punctually to do so; (3) your liability shall not be contingent or conditioned upon pursuit by us of any remedies against Franchisee or any other person; and (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guarantee, which shall be continuing and irrevocable during the term of each of the Secured Agreements and following the termination, expiration or transfer of each of the Secured Agreements to the extent any financial obligations under any such Secured Agreements survive such termination, expiration or transfer. This guaranty will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Secured Agreements by a trustee of Franchisee. Neither your obligation to make payment in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.

6. **Dispute Resolution.** Any dispute between the parties relating to this Agreement shall be brought in accordance with the dispute resolution procedures set forth in the Franchise Agreement. Notwithstanding the foregoing, if any of the dispute resolution procedures set forth in the Franchise Agreement conflict with any of the terms of this Agreement, the terms of this Agreement shall prevail. **You acknowledge and agree that a breach of this Agreement by you shall constitute a material event of default under the Franchise Agreement, permitting us to terminate the Franchise Agreement in accordance with the terms thereof.**

7. **Miscellaneous**.

   (a) If either party hires an attorney or files suit against the other party relating to or alleging a breach of this

Agreement, the losing party agrees to pay the prevailing party's reasonable attorneys' fees and costs incurred in connection with such breach.

(b) This Agreement will be governed by, construed and enforced under the laws of Arizona and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

(c) Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

(d) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

(e) You agree that we may deliver to you any notice or other communication contemplated by this Agreement in the same manner and to the same address listed in the notice provisions of the Franchise Agreement and any such delivery shall be deemed effective for purposes of this Agreement. You may change the address to which notices must be sent by sending us a written notice requesting such change, which notice shall be delivered in the manner and to the address listed in the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date or dates set forth below.

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

ATTACHMENT "D"

TO FRANCHISE AGREEMENT

ACH AUTHORIZATION FORM

[See Attached]

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee Email Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
Bank Account No.	☐ Checking ☐ Savings (check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes ALL Franchising, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature:_____ Date:_____

Name:_____

Its:_____

Federal Tax ID Number:_____

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

ATTACHMENT "E"

TO FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT

[See Attached]

BRAND PROTECTION AGREEMENT

This Agreement (this "Agreement") is entered into by the undersigned ("you") in favor of ALL Franchising, LLC, a Delaware limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

"ALL Business" means an Assisted Living Locators business, whether operated by us, our affiliate or a franchisee (including Franchisee).

"Business Records" means any and all evidence of each business transaction, and all financial, marketing, and other operating aspects of the Franchised Business, and all evidence and records with respect to customers, clients, employees, and other service professionals relating the Franchised Business including, without limitation, all databases in print, electronic or other form, including all names, addresses, phone numbers, email addresses, customer/client records, and all other records contained in the database, and all other records created and maintained by Franchisee relating to the operation of the Franchised Business, including all such data pertaining to clients, Senior Communities, Referral Sources and Senior Service Providers.

"Competitive Business" means any business competitive with an ALL Business that assists seniors and their families in locating and evaluating suitable assisted living facilities, memory care communities, nursing homes, senior care homes or independent living senior communities.

"Copyrights" means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow ALL Businesses to use, sell or display in connection with the marketing and/or operation of an ALL Business, whether now in existence or created in the future.

"Franchise Agreement" means the Assisted Living Locators Franchise Agreement executed by Franchisee with an effective date of _____, 202__.

"Franchised Business" means the ALL Business operated by Franchisee pursuant to the Franchise Agreement.

"Franchisee" means the Assisted Living Locators franchisee for whom you are an officer, director, employee or independent contractor.

"Improvements" means any additions, modifications or improvements (including creative ideas) to (a) the goods or services offered at an ALL Business, (b) the method of operation of an ALL Business or (c) any marketing or promotional ideas relating to an ALL Business, whether developed by you, Franchisee or any other person.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, System and Improvements.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of an ALL Business, including, but not limited to, methods, techniques, assessments, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual. Know-how also includes the identities and information regarding Senior Communities and Referral Sources that are entered into ALL-IN as well as all information comprising Franchisee's Business Records.

"Manual" means our confidential brand standards manual for the operation of an ALL Business.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an ALL Business, including "Assisted Living Locators" and the related logo, and any other trademarks, service marks or trade names that we designate for use by an ALL Business.

"Prohibited Activities" means any or all of the following: (a) owning, operating or having any other interest

(as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business); (b) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); (c) inducing a client of any ALL Business to transfer their business to any person other than an ALL Business; (d) inducing any Senior Community that you know, or have reason to know, has entered into a Marketing Agreement with any ALL Business (including with Franchisee), to enter into an agreement for placement services with any person other than an ALL Business; (e) inducing any Referral Source that you know, or have reason to know, has entered into a referral agreement or established a referral relationships with any ALL Business (including with Franchisee), to refer clients in need of senior living placement services to any person other than an ALL Business.

"Referral Source" means any hospital, insurance company, HMO, transitional care company or other similar types of business or institution that is in a position to refer clients in need of placement services.

"Restricted Period" means the one (1) year period after you cease to be an officer, director, employee or independent contractor of Franchisee.

"Restricted Territory" means the geographic area within the Territory granted to Franchisee under the Franchise Agreement, as further described on Attachment A to this Agreement.

"Senior Care Providers" means providers of various senior care services (other than placement services) that may be necessary or helpful to Franchisee's clients, including real estate agents, downsizing specialists, home health experts, financial planners, financing companies and elder-care attorneys.

"Senior Community" means an assisted living facility, nursing home, senior care home, independent living senior community or similar type of facility.

"System" means our distinct system for the operation of an ALL Business, the distinctive characteristics of which include logo, trade secrets, client assessment tools and techniques, marketing strategies, lead generation programs, referral programs, and operating system.

2. **Background.** You are an officer, director, employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. **Intellectual Property**. You agree: (a) you will not use the Know-how in any business or capacity other than the Franchised Business operated by Franchisee; (b) you will maintain the confidentiality of the Know-how at all times; (c) you will not make unauthorized copies of documents containing any Know-how; (d) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (e) you will stop using the Know-how immediately if you are no longer an officer, director, employee or independent contractor of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. **Unfair Competition During Relationship**. You agree not to unfairly compete with us at any time while you are an officer, director, employee or independent contractor of Franchisee by engaging in any Prohibited Activities.

5. **Unfair Competition After Relationship**. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that places clients with Senior Communities that are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the prohibited activity.

6. **Ownership of Phone Number.** You must obtain a separate telephone number solely for use with the Franchised Business. You acknowledge and agree that we will own this phone number and the associated account but allow you to use it during the terms of the Franchise Agreement at your expense. You must immediately transfer the number to us upon the termination, expiration or transfer of the Franchise Agreement and you agree to sign any documents we require to enable us to independent assign the telephone number to us in compliance with this Section.

7. **Immediate Family Members**. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family (a) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities or (b) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

8. **Covenants Reasonable**. You acknowledge and agree that: (a) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (b) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

9. **Breach**. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other ALL Businesses for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

10. **Miscellaneous**.

    (a) If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

    (b) This Agreement will be governed by, construed and enforced under the laws of Arizona and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

    (c) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

    (d) You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

This Brand Protection Agreement is executed as of the date or dates set forth below.

By: _____

Name: _____

Date: _____

ATTACHMENT A

Restricted Territory

[Insert description of Franchisee's Territory]

ATTACHMENT "F"

TO FRANCHISE AGREEMENT

DEFINITIONS

"Account" is defined in Section 14.6.

"Acquisition" means either (a) a competitive or non-competitive company, franchise system, network or chain directly or indirectly acquiring us, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise or (b) us directly or indirectly acquiring another competitive or non-competitive company, franchise system, network or chain, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise.

"Agencies" is defined in Section (xiii).

"Agreement" is defined in the Introductory Paragraph.

"ALL Business" is defined in Section 1.

"ALL-IN" is defined in Section 6.2.

"Brand Protection Agreement" means our form of Brand Protection Agreement, the most current form of which is attached to this Agreement as ATTACHMENT "E".

"Business" is defined in Section 2.

"Business Records" means any and all evidence of each business transaction, and all financial, marketing, and other operating aspects of the Business, and all evidence and records with respect to customers, clients, employees, and other service professionals relating the Business including, without limitation, all databases in print, electronic or other form, including all names, addresses, phone numbers, email addresses, customer/client records, and all other records contained in the database, and all other records created and maintained by you relating to the operation of your Business, including all such data pertaining to clients, Senior Communities, Referral Sources and Senior Service Providers.

"Claim" or *"Claims"* means any and all claims, actions, demands, assessments, litigation, or other form of regulatory or adjudicatory procedures, claims, demands, assessments, investigations, or formal or informal inquiries.

"Competitive Business" means any business competitive with an ALL Business that assists seniors and their families in locating and evaluating suitable assisted living facilities, memory care communities, nursing homes, senior care homes or independent living senior communities.

"Copyrights" means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow ALL Businesses to use, sell or display in connection with the marketing and/or operation of an ALL Business, whether now in existence or created in the future.

"Dispute" is defined in Section 23.

"Effective Date" is defined in the Introductory Paragraph.

"Entity" means a corporation, partnership, limited liability company or other form of association.

"Expansion Territory" is defined in Section 3.3(b).

"General Release" means our current form of general release of all claims against us and our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, in both their corporate and individual capacities.

"Gross Collected Referral Proceeds" means all gross sums that you collect in connection with Corporate

Leads that we refer to you, including, without limitation, placement fees from placing Corporate Leads and referral fees paid by Senior Service Providers for referrals of Corporate Leads.

"Gross Collected Revenues" means all gross sums that you collect in any way relating to your Business, including, without limitation, revenues from the sale or provision of goods or services, proceeds from business interruption insurance and referral fees paid to you, including referral fees paid by Referral Sources, Senior Care Providers, other ALL Businesses (such as fee splits under our Referral Program) or us (such as fee splits relating to a Regional Account). "Gross Collected Revenues" includes any Gross Collected Referral Proceeds that you collect. With respect to fees generated through our Referral Program, "Gross Collected Revenues" only includes your share of the placement fee that you collect. "Gross Collected Revenues" excludes the following amounts (which you may deduct from your calculation of Gross Collected Revenues): (a) the amount of any referral fee you pay to us for a Corporate Lead; (b) the amount of any placement fee you collect but pay to another ALL Business under our Referral Program ("Gross Collected Revenues" includes your share of the placement fee); (c) the amount of any sales or use tax that you collect and pay to the applicable taxing authority; and (d) the wholesale price paid by you for any merchandise or other retail items that you sell ("Gross Collected Revenues" includes the difference between the retail price you receive from the sale of the item and the wholesale price that you paid for the item).

"Improvements" is defined in Section 18.6.

"Indemnified Party" or *"Indemnified Parties"* means us and each of our past, present and future owners, members, officers, directors, employees and agents, as well as our parent companies, subsidiaries and affiliates, and each of their past, present and future owners, members, officers, directors, employees and agents.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, System and Improvements.

"Interim Manager" is defined in Section 8.4.

"Interim Term" is defined in Section 4.3.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of an ALL Business, including, but not limited to, methods, techniques, assessments, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual. Know-how also includes the identities and information regarding Senior Communities and Referral Sources that are entered into ALL-IN as well as all information comprising your Business Records.

"Losses and Expenses" means all compensatory, exemplary, and punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against Claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs, damages, liabilities and expenses associated with any of the foregoing losses and expenses or incurred by an Indemnified Party as a result of a Claim.

"Managing Owner" means the Owner that you designate and we approve who is primarily responsible for the daily management and supervision of the Business.

"Manual" is defined in Section 6.1.

"Marketing Agreement" is defined in Section 11.5.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an ALL Business, including "Assisted Living Locators" and the related logo, and any other trademarks, service marks or trade names that we designate for use by an ALL Business.

"Owner" or *"Owners"* means any individual who owns a direct or indirect ownership interest in the franchise or the Entity that is the franchisee under this Agreement. "Owner" includes both passive and active owners.

"Peer Group" is defined in Section 11.16.

"Permitted Transfer" means: (a) a Transfer from one Owner to another Owner who was an approved Owner prior to such Transfer, other than a Transfer by an Owner who is the Managing Owner that results in the Managing Owner holding less than a 20% ownership interest in the franchise or the Entity that is the franchisee under this Agreement, as applicable; and/or (b) a Transfer to a newly established Entity for which the Owners collectively own and control 100% of the ownership interests and voting power.

"Post-Term Restricted Period" means, with respect to you, a period of two (2) years after the termination, expiration or Transfer of this Agreement; provided, however, that if a court of competent jurisdiction determines that the two-year Post-Term Restricted Period is too long to be enforceable, then the "Post-Term Restricted Period" means, with respect to you, a period of one (1) year after the termination, expiration or Transfer of this Agreement. "Post-Term Restricted Period" means, with respect to an Owner, a period of two (2) years after the earlier to occur of (a) the termination, expiration or Transfer of this Agreement or (b) the Owner's Transfer of his or her entire ownership interest in the franchise or the Entity that is the franchisee, as applicable; provided, however, that if a court of competent jurisdiction determines that the two-year Post-Term Restricted Period is too long to be enforceable, then the "Post-Term Restricted Period" means, with respect to an Owner, a period of one (1) year after the earlier to occur of (a) the termination, expiration or Transfer of this Agreement or (b) the Owner's Transfer of his or her entire ownership interest in the franchise or the Entity that is the franchisee, as applicable.

"Prohibited Activities" is defined in Section 15.3.

"Referral Services Agreement" is defined in Section 11.6.

"Referral Sources" is defined in Section (i).

"Regional Account" is defined in Section 3.2(a).

"Restricted Territory" means the geographic area within: (a) your Territory; and (b) the county or counties in which your Territory is located (in whole or in part); provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within your Territory.

"Senior Communities" is defined in Section (i).

"Senior Service Providers" is defined in Section (iii).

"Successor Agreement" is defined in Section 4.1.

"System" means our distinct system for the operation of an ALL Business, the distinctive characteristics of which include logo, trade secrets, client assessment tools and techniques, marketing strategies, lead generation programs, referral programs, and operating system.

"Targeted Marketing" is defined in Section 3.1(b).

"Technology Systems" is defined in Section 11.15.

"Term" is defined in Section 4.1.

"Territory" is defined in Section 2.

"Transfer" means any direct or indirect, voluntary or involuntary (including by judicial award, order or decree), assignment, sale, conveyance, subdivision, sublicense or other transfer or disposition of the franchise (or any interest therein), the Business (or any portion thereof) or an ownership interest in an Entity that is the franchisee, including by merger or consolidation, by issuance of additional securities representing an ownership interest in the Entity that is the franchisee, or by operation of law, will or a trust upon the death of an Owner (including the laws of intestate succession).

"We" or "us" is defined in the Introductory Paragraph.

"You" is defined in the Introductory Paragraph.

EXHIBIT "D"

TO DISCLOSURE DOCUMENT

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EXHIBIT "E"

TO DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

Part A (Current Franchisees)

State	City	Address	Phone	Owner Name(s)
Alabama	Birmingham	1465 Valley Trace Irondale, Alabama 35210	205-420-8046	Sarah Garcia Nourish with Freedom, LLC
Alabama	Huntsville	2714 Biscayne St SW Huntsville, AL 35805	256-542-0223	Kim Krause
Arizona [1]	Chandler-Tempe	5959 E Baseline Rd, Mesa, AZ 85206	480-649-0008	Dustin Baker Grace-ful Living, LLC
Arizona [1]	Gilbert	5959 E Baseline Rd, Mesa, AZ 85206	480-649-0008	Dustin Baker Grace-ful Living, LLC
Arizona [1]	Glendale	3948 E Sunnydale Dr. Queen Creek, AZ 85142	623-703-5326	Lori Sears MOZONA ALL, INC
Arizona	Mesa	18185 E. Meadow Hill Drive Scottsdale, AZ 85260	480-685-9822	Jay & Melissa Stuckey JMS & Associates, LLC
Arizona [1]	Mesa East	5959 E Baseline Rd, Mesa, AZ 85206	480-649-0008	Dustin Baker Grace-ful Living, LLC
Arizona	North Phoenix	14039 N. Canterbury Dr. Phoenix, AZ 85023	602-774-4342	Chad Kinney Paramount Placement, LLC
Arizona	Phoenix	P.O. Box 44974 Phoenix, AZ 85064	602-254-7500	Sarah & Rijan Shrestha Flarpy, LLC
Arizona	Prescott	4801 N Verde Vista Dr. Prescott Valley, AZ 86314	928-421-1872	Ashly Blackwell ALL NAZ LLC
Arizona	Scottsdale	24012 N. 76th Place Scottsdale, AZ 85255	480-454-5611	Rachel Wasserstrom Pamikis, LLC
Arizona [1]	Surprise	3948 E Sunnydale Dr. Queen Creek, AZ 85142	623-703-5326	Lori Sears Mozona ALL, INC
California [1]	Beverly Hills	525 Alandele Ave Los Angeles, CA 90036	310-853-8282	Sarah Ordover Senior Living Advisors, LLC
California [1]	Covina	599 S. Barranca Suite 216 Covina, CA 91723	626-966-7111	LeeAnn Allman Allman Assisted Transitions INC
California	Encinitas-Oceanside	6389 Paseo Descanso Carlsbad, CA 92009	760-904-6017	Susan Carey Individual
California	Palm Springs	74351 Parosella St Palm Desert, CA 92260	760-576-3000	David Capra Individual
California	San Francisco	403 Broderick St, Apt #2 San Francisco, CA 94117	415-766-0361	Brent Hensley Compassionate Directions, Inc.
California [1]	San Gabriel	599 S. Barranca Suite 216 Covina, CA 91723	626-966-7111	LeeAnn Allman Allman Assisted Transitions INC
California	Santa Barbara	2386 Foster Ave Ventura, CA 93001	805-953-5511	Tracey & John Chudacoff TRAJOH SERVICES INC
California [1]	Santa Monica	454 ½ S Cloverdale Avenue Los Angeles, CA 90036	310-853-8282	Sarah Ordover, Senior Living Adviosr, Inc.
California	Santa Rosa	691 N Oak St. Ukiah, CA 95482	707-536-0514	Ramona & Matt Maurer ALL North Bay LLC
California	Thousand Oaks	42 West Columbia Rd Thousand Oaks, CA 91360	805-277-3005	Angelique Sieverson Angelique for ALL, LLC
California	West Inland Empire	4633 Wheeler Ave La Verne, CA 91750	909-284-8888	Vincent Bonnemere Bonnemere Boys, Inc.

State	City	Address	Phone	Owner Name(s)
Colorado [1]	Boulder	471 Expedition Ln Johnstown, CO 80534	877-223-1426	Maureen Walker ALL NOCO Seniors, LLC
Colorado	Colorado Springs	12575 McClelland Rd Calhan, CO 80808	281-691-6450	Victoria Barcus Senior Services of Southern Colorado, Inc.
Colorado [1]	Denver	10552 Stable Lane Littleton, CO 80125	303-957-2555	Ed Wagner Simple Transitions, INC
Colorado [1]	Littleton	10552 Stable Lane Littleton, CO 80125	303-957-2555	Ed Wagner Simple Transitions, INC
Colorado [1]	North Denver	10552 Stable Lane Littleton, CO 80125	303-957-2555	Ed Wagner Simple Transitions, INC
Colorado / Wyoming [1]	Fort Collins / Cheyenne	471 Expedition Lane Johnstown, CO 80534	970-660-8898	Maureen Walker ALL NOCO Seniors, LLC
Connecticut	Greenwich	174 Round Hill Road Greenwich, CT 06831	203-651-6866	Mimi Santry Sanctuary Senior Living, LLC
Connecticut [1]	Hartford	111 Elm Street Milton, MA 02186	413-329-6730	Kevin Smith The People Group, Inc.
Delaware [2]	Delaware	8731 Sunny Gallop Dr. Tomball, TX 77375	901-356-4716	Leia Lynch-Franklin & Stephen Franklin Individual
District of Columbia [1]	Washington	6005 Harland St. Lanham, MD 20706	240-472-9220	Patricia Russell TLC Nurse Enterprise, LLC
Florida [1]	Boca Raton	111 Gibraltar St Royal Palm Beach, FL 33411	561-692-4905	Sabrena Rodriguez, FSMAM Services Incorporated
Florida [1]	Daytona	2862 Sonoma Way Rockledge FL 32955	772-783-9449	Shane & Misty Clark Individual
Florida [1]	Ft. Myers-Naples	3337 Baltic Drive Naples, FL 34119	941-479-3500	Marcus & Chrissy Moser, Moser Group LLC
Florida [1]	Jupitar	2862 Sonoma Way Rockledge FL 32955	772-783-9449	Shane & Misty Clark Individual
Florida [1]	N. Jacksonville	4845 Algonquin Ave Jacksonville, FL 32210	904-559-3203	Brian Sheridan The Sheridan Group, Inc.
Florida	NE Orlando	1033 Dunraven Dr Winter Park, FL 32792	407-498-2536	Beau & Mercer Herman B & M Forever, Inc
Florida	Palm Harbor	3929 Mullenhurst Drive Palm Harbor, FL 34685	813-523-3068	James Bullock Safe and Sound Senior Care Corporation
Florida	Pensacola	960 Langley Ave Pensacola FL, 32504	850-542-3088	John Horton Calrns 4ds, INC
Florida	Port Charlotte	P.O. Box 100923 Cape Coral, FL 33910	239-990-1949	Gisel Garcia New World Investment Ventures, LLC
Florida [1]	S. Jacksonville	4845 Algonquin Ave Jacksonville, FL 32210	904-559-3203	Brian Sheridan The Sheridan Group, Inc.
Florida [1]	Sarasota	3337 Baltic Drive Naples, FL 34119	941-479-3500	Marcus & Chrissy Moser, Moser Group LLC
Florida [1]	St. Augustine	4845 Algonquin Ave Jacksonville, FL 32210	904-559-3203	Brian Sheridan The Sheridan Group, Inc.
Florida [1]	Vero Beach	2862 Sonoma Way Rockledge FL 32955	772-783-9449	Shane & Misty Clark Individual
Florida [1]	West Palm Beach	111 Gibraltar St Royal Palm Beach Florida, 33411	561-692-4905	Sabrena Rodriguez, FSMAM Services Inc
Georgia [1]	Metro Atlanta	1310 Freedom Lane Roswell, GA 30075	404-921-0064	Sarah Reese Arrow T Peabody's, LLC
Georgia [1]	North Atlanta	1310 Freedom Lane Roswell, GA 30075	404-921-0064	Sarah Reese Arrow T Peabody's, LLC

State	City	Address	Phone	Owner Name(s)
Georgia	North Georgia	4435 Rhonda Lane Cumming, GA 30040	678-965-3459	Greg Santini Santini Insights, Inc.
Idaho	Boise	3884 E 12 N Rigby, ID 83442	208-953-7775	Yvonne Carlson, Teton Peaks PTA Services Pc.
Illinois	Arlington Heights	606 Lexington Ct. Mundelein, IL 60060	847-603-3110	Don Hull, Savant Senior Consulting, LLC
Illinois	Naperville	2020 Stoffard Ave Wheaton, IL 60187	331-208-5041	Allison Green ALG Senior Consulting, LLC
Indiana	North Indianapolis	6029 Haverford Ave Indianapolis, IN 46220	317-854-9030	David Holder DM Holder Enterprises, LLC
Indiana	Northwest Indiana	7574 Boardwalk Circle Crown Point, IN 46307	219-226-6665	Laura Certa LTC Enterprise, LLC
Kansas	Kansas City	11001 W 141st Street Overland Park, KS 66221	913-538-5435	Mike Nixon A.L.L Kansas City, LLC
Kansas [1]	Topeka	12756 E Bradford Circle Wichita, KS 67206	316-448-5090	John Weber Midwest Senior Consulting, LLC
Kansas [1]	Wichita	12756 E Bradford Circle Wichita, KS 67206	316-448-5090	John Weber Midwest Senior Consulting, LLC
Kentucky/Indiana	Louisville-Clarksville	10003 Foxboro Dr. Louisville, KY 40223	502-208-4072	Jason Coomer Individual
Louisiana	New Orleans	1450 Annunciation Street New Orleans, LA 70130	443-307-9572	Germaine Simon P&G LLC
Maine	Portland	141 Wallis Road Rye, NH 03870	207-835-8115	Shawn Shambo, Shambo, INC
Maryland	Annapolis	215 Sumner Road Annapolis, MD 21401	410-610-6343	Jen McAndrews Individual
Maryland [1]	Baltimore Heights	6005 Harland St. Lanham, MD 20706	240-472-9220	Patricia Russell TLC Nurse Enterprise, LLC
Maryland	Bel Air	1209 Hoskins Terrace Apt. 104 Bel Air, MD 21014	302-593-1818	Ryan Majchrzak R & J Senior Advisors Inc.
Maryland [2]	Towson	6 Houndswood Court Baltimore, MD 21209	443-266-2757	Joanne Wigod, Individual Capcity
Massachusetts	Andover	11 Rivers St. Amesbury, MA 01913	855-562-7747	Jon Younger Younger Senior Services, Inc.
Massachusetts [1]	Boston	111 Elm Street Milton, MA 02186	617-981-2444	Kevin Smith The People Group, Inc
Massachusetts	Bridgewater	PO Box 762 North Scituate, MA 02060	508-681-3016	Stephen Carrier
Massachusetts [1]	Springfield	111 Elm Street Milton, MA 02186	413-329-6730	Kevin Smith The People Group, Inc
Massachusetts	Worchester-Framingham	29 Magnolia Way Bridgewater, MA 02324	617- 924-9200	Mary Zabian MCZ Enterprises, Inc.
Michigan [1]	Ann Arbor	2911 Lakehurst Court Ann Arbor MI 48105	734-355-3687	Arlene Caddell Treorai INC
Michigan	Bay City	130 Carroll Blvd Bay City, MI	989-331-6628	Richard Martin, Ram 34 Inc.
Michigan [1]	Downriver	16731 Rosa Lane Southgate, MI 48195	248-702-1492	Carolyn Marengere Strana, INC
Michigan [1]	Grand Rapids	9574 Stone View Dr. NE Rockford, MI 49341	616-425-2244	Tom Carabellese Encore Senior Consulting Inc.
Michigan [1]	Holland	9574 Stone View Dr. NE Rockford, MI 49341	616-425-2244	Tom Carabellese Encore Senior Consulting Inc.
Michigan [1]	Livonia	2911 Lakehurst Court Ann Arbor MI 48105	734-355-3687	Arlene Caddell Treorai INC

State	City	Address	Phone	Owner Name(s)
Michigan [1]	Southfield	16731 Rosa Lane Southgate, MI 48195	248-702-1492	Carolyn Marengere Strana, INC
Michigan [1]	Sterling Heights	16731 Rosa Lane Southgate, MI 48195	248-702-1492	Carolyn Marengere Strana, INC
Minnesota	Eden Prairie	868 Bavaria Hills Terrace Chaska, MN 55318	952-679-3981	Greg Holcomb GDC, LLC
Mississippi	Tupelo	384 Hwy. 15 North, Pontotoc, MS 38863	662-470-3009	Carla Lunn Lunn Locators, LLC
Missouri	St. Louis	617 Hickory Manor Arnold, MO 63010	314-380-3030	Rob Howe A.L.L. St. Louis, LLC
Nebraska	Greater Omaha	PO Box 3193 Omaha, NE 68103	402-671-0446	Nikki Wulff Wulff Enterprises, LLC
Nebraska/Iowa	Nebraska – Council Bluffs	19664 Virginia Hills Council Bluffs, IA 51503	402-300-3182	Jean Bohnker
New Hampshire [1]	Manchester	6 Clough St Meredith, NH 03253	603-393-6542	Glen Badger, ALL in NH LLC
New Hampshire [1]	Portsmouth	6 Clough St Meredith, NH 03253	603-393-6542	Glen Badger, ALL in NH LLC
New Jersey	Bergen County	6 Maryann Court Paramus, NJ 07652	201-345-5006	Joseph Chu Eldercare Living Solutions, LLC
New Jersey [1]	East Orange	6 Riverview Dr. W Montclair, NJ 07043	973-413-1158	Richard Lanning Eli Senior Services, LLC
New Jersey	Greater Cherry Hill	198 River Road Washington Crossing, PA 18977	856-302-4440	Pat Donnelly P. F. Donnelly Enterprises, LLC
New Jersey	Morristown	136 E. Center Street Midland Park, NJ 07432	973-536-1250	Eric Moore Moore Care Solutions, Inc.
New Jersey [1]	Paterson	6 Riverview Dr. W Montclair, NJ 07043	973-413-1158	Richard Lanning Eli Senior Services, LLC
New York	Long Island	42 Prospect Avenue Glen Cove, New York 11542	516-254-9481	Mike McClernon
New York	New Rochelle	200 California Rd Unit 1 Bronxville, NY 10708	914-362-1745	Leana Walsh LWalsh Adult Placement Corp.
North Carolina	Durham	11540 Jordanus Dr. Raleigh, NC 27617	919-241-3414	Allison Schneider-Gulledge ASG Solutions, Inc.
North Carolina	N. Charlotte	104 Sandpiper Drive Mooresville, NC 28117	704-312-3032	Richard Fielding & Brian Stoup, Tarpack Holdings, LLC
North Carolina	Raleigh	109 Oaken Place Apex, North Carolina 27539	919-300-4117	Jim & Patty Condon Assisted Living Advisers of North Carolina, Inc.
North Carolina	South Charlotte	6851 Thornton Oaks Court Charlotte, NC 28270	704-761-4595	Ken & Laura O'Dea Lifestyle Transitions, INC
Ohio	Akron	4647 Azalea Lane North Olmstead, OH 44070	330-222-5136	Mindi Bub, MMB Senior Transitions, LLC
Ohio	Dayton	7018 Blackoak Drive Reynoldsburg, OH 43068	614-344-4640	Karen Harrison, KBH Services, LLC
Ohio [1]	East Cincinnati	5935 Cleves Warsaw Pike, Cincinnati, OH 45233	513-914-1980	David Flautt, Kind Enterprises Inc.
Ohio	East Cleveland	17768 Lost Trl Chagrin Falls, OH 44023	330-348-0957	David Koch Herona, LLC
Ohio	East Columbus	421 Woodside Meadows Place Gahanna, Ohio 43230	614-636-4905	Miriam Bogard Senior Care Services of Ohio, LLC
Ohio [1]	West Cincinnati	5935 Cleves Warsaw Pike, Cincinnati, OH 45233	513-914-1980	David Flautt, Kind Enterprises Inc.
Ohio	West Columbus	7652 Sawmill Rd. Suite 306 Dublin, OH 43016	614-347-6140	Jasilika Davidson, Davidson Holdings, Inc.

State	City	Address	Phone	Owner Name(s)
Oregon	East Portland	5515 SW Boundary St Portland, OR 97221	503-560-0405	Russell Morgan Eastside ALL, INC
Oregon	SW Portland	2110 Southwest Nevada Court, Portland, OR 97219	503-610-9226	Peter Wilhelm Caring Next Steps, LLC
Oregon [4]	Salem	340 Rural Ave SE Salem OR, 97302	503-967-7788	Steven Trahan Trahan Consulting LLC
Pennsylvania	Berwyn	229 Biddle Drive Exton, PA 19341	484-873-8735	John Sherlock, Senior Living Advisors of Chester County, Inc
Pennsylvania	Harrisburg-York	36 Woburn Abbey Ave Camp Hill, PA 17011	717-580-2043	Rick Campomizzi, RC Media LLC
Pennsylvania	N. Pittsburgh	1419 Macon Ave Pittsburgh, PA 15218	724-373-2133	Jennifer Thayer JBT Cares, Inc.
Rhode Island [1]	Providence	111 Elm Street Milton, MA 02186	401-787-1940	Kevin Smith The People Group, Inc
South Carolina	Charleston	1668 Seignious Dr. Charleston, SC. 29407	843-746-9404	Leslie Jackson Jaxson Enterprises, Inc.
South Carolina	Greenville	14 Middlemarch Drive Simpsonville, SC 29681	864-900-2525	Mark & Renee Milstead, Senior Care Advisor, LLC
South Carolina [1]	North Columbia	317 Fernview Dr Columbia, SC 29229	803-470-1011	Ramona Britt ALL Midlands, LLC
South Carolina [1]	South Columbia	317 Fernview Dr Columbia, SC 29229	803-470-1011	Ramona Britt ALL Midlands, LLC
Tennessee [1]	North Nashville	204 Cambridge Pl Franklin, TN37067	615-375-3553	Tim Tuttle, The Caring Bridge, Inc.
Tennessee [1]	South Nashville	204 Cambridge Pl Franklin, TN37067	615-375-3553	Tim Tuttle, The Caring Bridge, Inc.
Texas	Amarillo-Lubbock	5526 79th St. Lubbock, TX 79424	806-310-4007	Brad Hodge
Texas	Flower Mound	241 S Heartz Rd. Coppell, TX 75019	908-447 1042	Richard Malcolm Tuesday Blast, LLC
Texas	Fort Worth	8490 Old Springtown Rd. Springtown, TX 76082	817-888-8648	Karen Mitchell Cornerstone Hard Surface Solutions, Inc.
Texas	Houston	15722 Gettyburg Drive Houston, TX 77377	832-646-9880	Alane Roberts Assisted Living Locators Houston, LLC
Texas	Irving	3905 Treemont Circle Colleyville, TX 76034	469-250-5220	Mitzie & Jerry Watson DFW Area Eldercare Advisors LLC
Texas	NE Houston	213 Wellwood Ln Conroe, TX 77304	281-691-6450	Brent & Pauline Veazey, 2 Big Brains Inc
Texas	Plano	18947 Westwood Place Dallas, TX 75287	972-805-8849	Traci Duff, Compassionate Partners LLC
Texas	SW Houston	1421 Georgina Street Rosenberg, TX 77471	281-691-6321	Robert Wolter Brazos Concierge, LLC
Utah	N. Salt Lake City	4266 S 1325 E Ogden, UT 84403	801-316-0046	Nicholas Gittins North Utah Senior Advisors, LLC
Virginia	Alexandria	2359 Battery Hill Circle, Woodbridge, VA 22191	703-878-7870	Kris & Alisha Jones, KAS Business Group, LLC
Virginia [2]	Fredericksburg	17949 Main Street, #363, Dumfries, VA 22026	202-302-5740	Henrietta Young RYoung Enterprices, Inc.
Virginia	Tuckahoe	10440 Greglynn Rd North Chesterfield, VA 23236	804-643-2600	Bill Thompson Assisted Living Locators of Greater Richmond LLC
Washington [1]	Bellevue	38423 251st PL SE Enumclaw, WA 98022	253-319-2428	James & Cindy Holston Sterling Resources Northwest Inc.

State	City	Address	Phone	Owner Name(s)
Washington [1]	Federal Way	38423 251st PL SE Enumclaw, WA 98022	425-243-9750	James & Cindy Holston Sterling Resources Northwest Inc.
Washington [1]	Olympia	11503 11th St Ct E Edgewood, WA 98372	253-319-2428	Tracy Raymond TR Health Care Advisors, Inc.
Washington [1]	Tacoma	11503 11th St Ct E Edgewood, WA 98372	253-319-2428	Tracy Raymond TR Health Care Advisors, Inc.
Wisconsin [1]	Lake Geneva	1043 N Osborne Blvd Racine, WI 53405	262-289-4020	Jennifer Eastman
Wisconsin [1]	Milwaukee	1043 N Osborne Blvd Racine, WI 53405	262-289-4020	Jennifer Eastman

Notes

1. These franchisees operate multiple territories.
2. These outlets were unopened as of December 31, 2022.
3. During 2020, ownership of this outlet was transferred from Patricia Russell to Joanne Wigod.
4. During 2022, this franchisee moved their territory from California to Oregon.

Part B (Former Franchisees Who Left System During Prior Fiscal Year)

State	City	Current Business Phone or Last Known Home Phone	Owner Name(s)
Arizona	N. Phoenix	602-774-4342	Sean Barrett Desert Palms Consulting LLC
California	Anaheim	833-262-7862 949-675-5475	Aaron Mishkin & Valerie Clark VASIA Corporation
California	Costa Mesa	833-262-7862 949-675-5475	Aaron Mishkin & Valerie Clark VASIA Corporation
California	El Dorado	916-403-0587	Jen Priest, Golden Oak Placement Services, LLC
California	Huntington Beach	833-262-7862 949-675-5475	Aaron Mishkin & Valerie Clark VASIA Corporation
California	S. Orange County	833-262-7862 949-675-5475	Aaron Mishkin & Valerie Clark VASIA Corporation
Florida	Daytona	772-783-9449	Tessa Melchior Melchior Senior Consulting, LLC
Florida	Jupiter	772-783-9449	Tessa Melchior Melchior Senior Consulting, LLC
Florida	Miami	305-506-0467	Jeffery Lopez JRL Asset Enterprise, Inc.
Florida	Ocala-Kissimmee	888-912-5537	Nicholas Trawinski & William Kibler Green Knight Enterprise, LLC
Florida	Vero Beach	772-783-9449	Tessa Melchior Melchior Senior Consulting, LLC
Maryland	Annapolis	410-610-6343	Donna Butman Elder Vision LLC
Maryland	Pikesville	330-348-0957	Darren Early
Massachusetts	Worcester - Framingham	617-924-9200	Jon Younger & Maggie daSilva DaYoung Senior Advisors LLC
North Carolina	Gastonia	704-285-8335	Frank Dimura FJD1622, LLC
North Carolina	Winston-Salem	336-589-1122	Janice Burns, JDB Associates Triad, Inc.
South Carolina	Rock Hill	704-256-7285	David Spafford Liminal Space, INC
Texas	Cedar Park	512-909-4558	Thomas & Kathy Hegedus, Round Rock Senior Advisors, LLC
Utah	SE Salt Lake	801-683-0850	Earl Webster Living Solutions for Seniors Inc Utah Corp

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT "F"

TO DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

[See Attached]

EHC Holding Company, LLC and Subsidiaries

Consolidated Financial Report
December 31, 2022

Contents

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RSM

Independent Auditor's Report

RSM US LLP

Board of Directors
EHC Holding Company, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of EHC Holding Company, LLC and Subsidiaries (the Company), which comprise the consolidated balance sheet as of December 31, 2022, the related consolidated statements of operations, changes in members' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

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 financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

RSM US LLP

Detroit, Michigan
March 30, 2023

EHC Holding Company, LLC and Subsidiaries

Consolidated Balance Sheet
December 31, 2022

Assets	
Current assets:	
Cash and cash equivalents	$ 7,906,497
Accounts receivable, net	700,117
Prepaid expenses and other current assets	146,386
Total current assets	8,753,000
Furniture and fixtures, net	1,671
Other assets:	
Operating lease right-of-use assets, net	121,846
Goodwill, net	16,450,078
Intangibles, net	5,157,183
Other assets	26,807
Contract costs	1,865,412
Total other assets	23,621,326
Total assets	$ 32,375,997
Liabilities and Members' Equity	
Current liabilities:	
Accounts payable	$ 391,621
Accrued expenses	1,230,707
Current portion of deferred franchise fees	422,746
Current portion operating lease liabilities	29,701
Total current liabilities	2,074,775
Deferred franchise fees, net of current portion	4,869,898
Operating lease liability, net of current portion	95,071
	4,964,969
Total liabilities	7,039,744
Members' equity	25,336,253
Total liabilities and members' equity	$ 32,375,997

See notes to consolidated financial statements.

EHC Holding Company, LLC and Subsidiaries

Consolidated Statement of Operations
Year Ended December 31, 2022

Revenues:	
Royalty fees	$ 1,310,293
Franchise fees	360,203
Support services	501,031
Total revenues	2,171,527
Operating expenses:	
Cost of services	168,144
General and administrative expenses	2,818,001
Payroll and benefits	1,755,242
Transaction expenses	1,502,800
Amortization and depreciation expense	919,800
Other operating expenses	15,406
Total operating expenses	7,179,393
Net loss	$ (5,007,866)

See notes to consolidated financial statements.

EHC Holding Company, LLC and Subsidiaries

Consolidated Statement of Changes in Members' Equity
Year Ended December 31, 2022

Balance, January 1, 2022	$ 7,844,119
Contributed capital	22,500,000
Net loss	(5,007,866)
Balance at December 31, 2022	$ 25,336,253

See notes to consolidated financial statements.

EHC Holding Company, LLC and Subsidiaries

Consolidated Statement of Cash Flows
Year Ended December 31, 2022

Cash flows from operating activities:	
Net loss	$ (5,007,866)
Adjustments to reconcile net loss to net cash used in operating activities:	
Depreciation and amortization	919,800
Changes in assets and liabilities, net of acquisitions:	
Accounts receivable	(453,957)
Prepaid expenses and other current assets	(44,821)
Other assets	(6,575)
Contract costs	(117,661)
Accounts payable and accrued expenses	142,018
Deferred franchise fees	300,099
Operating lease assets and liabilities	2,926
Net cash used in operating activities	(4,266,037)
Cash flows from investing activities:	
Acquisition of businesses, net of cash acquired	(13,055,236)
Purchase of intangible assets	(40,512)
Purchase of property and equipment	(1,270)
Net cash used in investing activities	(13,097,018)
Cash flows from financing activities:	
Proceeds from capital contributions	20,000,000
Net cash provided by financing activities	20,000,000
Net increase in cash and cash equivalents	2,636,945
Cash and cash equivalents, beginning	5,269,552
Cash and cash equivalents, ending	$ 7,906,497

(Continued)

EHC Holding Company, LLC and Subsidiaries

Consolidated Statements of Cash Flows (Continued)
Year Ended December 31, 2022

Supplemental schedule of noncash operating, investing and financing activities:	
Acquisition of businesses:	
Assets acquired	$ 7,257,883
Liabilities assumed	(5,078,960)
Net identifiable assets acquired	2,178,923
Goodwill	14,545,344
Net assets acquired	16,724,267
Less cash acquired	(620,715)
Add due from seller	45,924
Less contingent consideration	(594,240)
Less units issued as consideration	(2,500,000)
Cash purchase price	$ 13,055,236

See notes to consolidated financial statements.

Note 1. Summary of Significant Accounting Policies

Nature of business: EHC Holding Company, LLC and Subsidiaries (the Company) through its wholly owned subsidiaries, including Executive Home Care Franchising, LLC (EH), ALL Franchising, LLC (ALL), ALL Licensing, LLC (Licensing) and B&P Burke, LLC (Grasons), is in the business of selling franchises that deliver senior care and related services.

EH is a franchisor that provides home care services to the elderly, physically handicapped and injured, allowing them to live at home. Executive Homecare began operations in 2004 and conducts operations from its principal office in New Jersey.

ALL is a franchisor that provides senior care placement and referral service for in-home companion care, independent retirement options, assisted living, memory care, and skilled nursing facilities. Assisted Living Locators began operations in 2006 and provides services nationwide.

Licensing is an operating company that owns technology used by ALL.

Grasons is a franchisor that provides services for estate sales and business liquidation services. Grasons was established in 2011 and conducts operations from its principal office in California.

Significant accounting policies:

Basis of presentation: The consolidated balance sheet is presented as of December 31, 2022. The consolidated statement of operations, changes in members' equity, and cash flows are presented for the year ended December 31, 2022. The accompanying consolidated financial statements of the Company include its wholly owned subsidiaries.

All intercompany transactions have been eliminated. The accompanying consolidated financial statements have been prepared in accordance with accounting standards set by the Financial Accounting Standards Board (FASB). The FASB sets accounting principles generally accepted in the United States of America (U.S. GAAP) that the Company follows to ensure its financial condition, results of operations, and cash flows are consistently reported. References to U.S. GAAP issued by the FASB in these notes to the consolidated financial statements are to the FASB Accounting Standards Codification (ASC).

Revenue recognition policy: The Company recognizes revenue in accordance with ASC 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows: identify the contract with a customer, identify the performance obligations in the contract, determine the transaction price, allocate the transaction price to the performance obligations in the contract, and recognize revenue when or as performance obligations are satisfied.

Nature of services - The Company's franchise agreements include (a) the right to use its symbolic intellectual property over the term of each franchise agreement, (b) preopening services, such as training, (c) ongoing services, such as management of the national brand fund contributions and support services for the franchisees and (d) for certain subsidiaries, a license to use the Company's internal-use software, which is hosted on the Company's software as a service (SaaS) platform. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and therefore are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day to day, the

Note 1. Summary of Significant Accounting Policies (Continued)

symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities).

The Company's revenue consists primarily of franchise revenue (which is discussed above), which includes franchise royalties, franchise fees, and support services performed for franchisees. Initial franchise fees are based on the market type selected and are paid at the time an individual franchise agreement is signed.

Payment terms - The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. Agreements may include initial and renewal franchise fees, sales-based royalties, and fees for administrative services performed for the franchisee.

The Company believes its franchising agreements do not contain a significant financing component because (a) the timing of the upfront payment does not arise for the reason of provision of financing to the Company and (b) the sales-based royalty is variable and based on factors outside the Company or the franchisee's control.

Revenue recognition - Initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement beginning when the agreement is signed. Franchise agreements typically have a term of 10 years with the option to renew for an additional five years if the franchisee is in compliance with the terms of the franchise agreement.

Continuing royalties are calculated as a percentage of franchisees' reported sales that are related entirely to the Company's performance obligation under the franchise agreement. These royalties are considered variable consideration, but because they relate to a license of intellectual property, they are not included in the transaction price. Instead, royalty revenue is recognized as franchisee sales occur.

Contract balances - The Company records accounts receivable when it has the unconditional right to issue an invoice and receive payment, regardless of whether revenue has been recognized. If revenue has not yet been recognized, a contract liability (deferred franchise fees) also is recorded. Revenue is recognized on a straight-line basis over the life of the franchise agreement.

Commission costs - The Company defers those direct and incremental costs associated with the sale of franchises. Contract costs are charged to earnings when the related deferred franchise and territory fees are recognized as revenue over the term of the respective agreement. The Company has determined the period of benefit for direct and incremental costs associated with the sale of franchises to be the initial term of the franchise agreement. Expense is recognized on a straight-line basis commensurate with the pattern of revenue recognition. Contract costs are recorded in other assets in the accompanying consolidated balance sheet.

Cash and cash equivalents: The Company considers all short-term, highly liquid investments with original maturities of 90 days or less to be cash and cash equivalents. Cash equivalents consist of money market accounts.

Note 1. Summary of Significant Accounting Policies (Continued)

Accounts receivable: Accounts receivable are stated at the amount the Company expects to collect from outstanding balances. The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of its franchisees and customers to make required payments. Management considers the following factors when determining the collectibility of specific accounts: creditworthiness of franchisees, past transaction history with the franchisee, current economic industry trends, and changes in franchisee payment terms. If the financial conditions of the Company's franchisees or customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to the allowance. Accounts receivable that remain outstanding after the Company has made reasonable collection efforts are written off against the allowance and a reduction to accounts receivable. Recoveries of accounts receivable previously written off are recorded when received. The allowance for doubtful accounts on accounts receivable was approximately $40,000 at December 31, 2022.

Concentration of credit risk: The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company maintains its cash and cash equivalents in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents. The Company grants credit to its franchisees and customers. Consequently, the Company's ability to collect the amounts due from franchisees and customers is affected by economic fluctuations. The Company routinely assesses the financial strength of its franchisees and customers and believes that its accounts receivable credit risk exposure is limited.

Furniture and fixtures: Furniture and fixtures are stated at cost, net of accumulated depreciation and amortization. Expenditures for additions and improvements are capitalized while maintenance and repair expenditures are charged to operations as incurred. When assets are sold or otherwise retired from service, their cost and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is included in the results of operations. Depreciation and amortization is computed using the straight-line method. Furniture and fixtures have estimated useful lives of three to five years. Depreciation expense for the year ended December 31, 2022, was $696.

Goodwill and intangibles: Goodwill is recognized for the excess of the fair value of an acquired business over the fair value of the identifiable net assets acquired. Under ASC 350, Intangibles—Goodwill and Other, the Company elected the accounting alternative to amortize goodwill on a straight-line basis over 10 years.

The Company has elected the provisions of Accounting Standards Update (ASU) 2014-18, *Business Combinations (Topic 805): Accounting for Identifiable Intangible Assets in a Business Combination*. ASU 2014-18 specifies that a private company that elects the accounting alternative to recognize or otherwise consider the fair value of intangible assets as a result of any in-scope transactions should no longer recognize separately from goodwill: (1) customer-related intangible assets unless they are capable of being sold or licensed independently from the other assets of the business and (2) noncompetition agreements.

Note 1. Summary of Significant Accounting Policies (Continued)

The Company tests its recorded goodwill for impairment upon a triggering event. Factors that could trigger an impairment test include, but are not limited to, underperformance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the overall business, significant negative industry or economic trends and a sustained period where market capitalization, plus an appropriate control premium, is less than member's equity. Goodwill is tested using a fair-value approach at the entity level. No indications of impairment were identified for the year ended December 31, 2022.

Intangible assets include franchise agreements, trade names, and developed technology. Intangible assets are amortized on a straight-line basis over their estimated useful lives, which range between five to 14 years.

Long-lived assets: Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. If impairment is considered, recoverability of these assets is measured by a comparison of the carrying amount of the asset to estimated future undiscounted cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by the amount of which the carrying amount of the asset exceeds the fair value of the asset. No impairment loss has been recognized by the Company as of December 31, 2022.

Leases: In February 2016, the FASB issued ASC 842, Leases, to increase transparency and comparability among organizations related to their leasing arrangements. The update requires lessees to recognize most leases on their balance sheets as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. ASC 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements. Similar to the previous lease guidance, the update retains a distinction between finance leases (similar to capital leases in ASC 840, Leases) and operating leases, with classification affecting the pattern of expense recognition in the income statement. The Company adopted ASC 842 on January 1, 2022, using the optional transition method to the modified retrospective approach, which eliminates the requirement to restate the prior-period consolidated financial statements. Under this transition provision, the Company has applied ASC 842 to reporting periods beginning on January 1, 2022, while prior periods continue to be reported and disclosed in accordance with the Company's historical accounting treatment under ASC 840, Leases.

The Company elected the package of practical expedients under the transition guidance within ASC 842, in which the Company does not reassess (1) the historical lease classification, (2) whether any existing contracts at transition are or contain leases or (3) the initial direct costs for any existing leases. The Company has not elected to adopt the hindsight practical expedient, and therefore will measure the ROU asset and lease liability using the remaining portion of the lease term upon the adoption of ASC 842 on January 1, 2022.

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

Note 1. Summary of Significant Accounting Policies (Continued)

The Company made an accounting policy election available under ASC 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or January 1, 2022, for existing leases upon the adoption of ASC 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Company made an accounting policy election available to nonpublic companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of ASC 842).

The Company has made an accounting policy election to account for lease and nonlease components in its contracts as a single lease component for its various asset classes. The nonlease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

Adoption of ASC 842 resulted in the recording of additional ROU assets and lease liabilities related to the Company's operating leases of approximately $153,000 at January 1, 2022. The adoption of the new lease standard did not materially impact consolidated net earnings or consolidated cash flows and did not result in a cumulative-effect adjustment to the opening balance of retained earnings.

Fair value measurements: The Company uses the fair value measurement and disclosure guidance for all assets and liabilities that are recognized or disclosed at fair value in the consolidated financial statements. The guidance defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various methods including market, income and cost approaches. Based on these approaches, the Company often utilizes certain assumptions that management believes market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that are accessible at the measurement date.

Level 2: Inputs to the valuation methodology include quoted prices in markets that are not active or quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3: Inputs to the valuation methodology are unobservable, reflecting the entity's own assumptions about assumptions market participants would use in pricing the asset or liability.

Income taxes: As a limited liability company, the Company is treated as a partnership for federal and state income tax purposes. As such, the taxable income of the Company is allocated in the tax returns of its members for federal and state tax purposes in accordance with their respective percentage ownership. Accordingly, no provision for federal income taxes is included in the consolidated financial statements. Entity-level, composite state and local income taxes (benefits) are accrued at the applicable rates, if any, and are included in the consolidated statement of operations.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

The FASB provides guidance for how uncertain tax provisions should be recognized, measured, disclosed, and presented in the consolidated financial statements. The Company identifies its tax positions taken or expected to be taken in the course of preparing its tax returns and determines whether any tax positions are more likely than not of being sustained when challenged or when examined by the applicable tax authority. Management has determined that there are no uncertain tax positions at December 31, 2022.

Use of estimates: The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recent accounting pronouncement: In June 2016, the FASB issued ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which creates a new credit impairment standard for financial assets measured at amortized cost and available-for-sale debt securities. The ASU requires financial assets measured at amortized cost (including loans, trade receivables and held-to-maturity debt securities) to be presented at the net amount expected to be collected, through an allowance for credit losses that are expected to occur over the remaining life of the asset, rather than incurred losses. The ASU requires that credit losses on available-for-sale debt securities be presented as an allowance rather than as a direct writedown. The measurement of credit losses for newly recognized financial assets (other than certain purchased assets) and subsequent changes in the allowance for credit losses are recorded in the statement of income as the amounts expected to be collected change. The ASU is effective for fiscal years beginning after December 15, 2022. The Company is currently evaluating the impact of adopting this new guidance on its consolidated financial statements and does not expect the impact to be significant.

Subsequent events: The Company evaluated subsequent events for potential required disclosure through March 30, 2023, which is the date the consolidated financial statements were available to be issued.

Note 2. Acquisition of Businesses

On November 1, 2021, the Company acquired EH. EH is a franchisor and the franchises provide in-home nonmedical services to individuals that need support with daily living activities. As a result of the transaction, the Company gains penetration into this industry. The Company obtained control of the business by acquiring 100% of the membership interests of EH, therefore the acquisition was accounted for as a business combination. The results of this acquisition have been included in the consolidated financial statements since the date of the acquisition.

The acquisition was funded through cash contributions of equity.

The goodwill arising from the above acquisition is largely due to the EH's fair value of certain intangible assets along with the assembled workforce subsumed into goodwill, EH's presence in the marketplace and its long-term expected revenue growth. The goodwill is deductible for income tax purposes.

Note 2. Acquisition of Businesses (Continued)

The following table summarizes the consideration paid and the amounts of the assets acquired, and liabilities assumed at the date of acquisition:

Consideration:	
Cash	$ 3,149,261
Total purchase consideration	$ 3,149,261
Recognized amount of net assets of the Company:	
Cash	$ 171,370
Receivables	61,597
Other current assets	20,333
Deferred contract costs	237,150
Intangible assets	460,000
Accounts payable	(14,177)
Accrued liabilities	(16,371)
Deferred revenue	(412,620)
Total identifiable net assets acquired	507,282
Goodwill	2,641,979
	$ 3,149,261

Transaction expenses of approximately $753,000 were incurred as a result of the business combination and have been expensed by the Company for the year ended December 31, 2021.

Of the $460,000 of identified intangible assets, $328,000 was assigned to franchise agreements and $132,000 was assigned to trade name and each were determined to have useful lives of 10 years and five years, respectively. The weighted-average useful life in years for the identified intangible assets in aggregate was 8.6 years. Franchise agreements and trade names were valued using the multiperiod excess earnings method and relief from royalty method, respectively.

Assisted Living Locators: On August 24, 2022, the Company acquired ALL and Licensing. ALL is a franchisor and the franchises provide senior placement and referral services. Licensing is an operating company that owns technology used by ALL. As a result of the transaction, the Company gains penetration into this industry. The Company obtained control of the business by acquiring 100% of the membership interests of ALL and Licensing, therefore the acquisition was accounted for as a business combination. The results of this acquisition have been included in the consolidated financial statements since the date of the acquisition.

The acquisition was funded through cash contributions of equity.

The goodwill arising from the above acquisition is largely due to the ALL's and Licensing's fair value of certain intangible assets along with the assembled workforce subsumed into goodwill, ALL's and Licensing's presence in the marketplace and their long-term expected revenue growth. The goodwill is deductible for income tax purposes.

Note 2. Acquisition of Businesses (Continued)

The following table summarizes the consideration paid and the amounts of the assets acquired, and liabilities assumed at the date of acquisition:

Consideration:	
Cash	$ 10,604,497
3,409 Class A shares of EHC Holding Company, LLC	2,500,000
Total invested capital	$ 13,104,497
Recognized amount of identifiable assets acquired and liabilities assumed:	
Cash	$ 554,552
Receivables	90,587
Prepaid assets	63,265
Contract assets	1,535,871
Intangible assets	4,212,000
Other asset	20,232
Accounts payable	(198,630)
Accrued expenses and other liabilities	(246,569)
Contract liabilities	(4,004,575)
Total identifiable net assets acquired	2,026,733
Goodwill	11,077,764
	$ 13,104,497

The fair value of the 3,409 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

Transaction expenses of approximately $1,077,000 were incurred as a result of the business combination and have been expensed by the Company and included in the consolidated statement of operations within the transaction expenses line item for the year ended December 31, 2022.

Of the $4,212,000 of identified intangible assets, $2,736,000 was assigned to franchise agreements, $1,034,000 was assigned to trade name, and $442,000 was assigned to developed technology. Each were determined to have useful lives of 10 years, 14 years and five years, respectively. The weighted-average useful life in years for the identified intangible assets in aggregate was 10.45 years. Franchise agreements, trade names, and developed technology were valued using the multiperiod excess earnings method, relief from royalty method, and cost-to-recreate method, respectively.

Grasons: On November 21, 2022, the Company acquired Grasons. Grasons is a franchisor and the franchises provides downsizing and estate sale services, business liquidation services, senior transition assistance, home staging, and home organization services. As a result of the transaction, the Company gains penetration into this industry. The Company obtained control of the business by acquiring 100% of the membership interests of Grasons, therefore the acquisition was accounted for as a business combination. The results of this acquisition have been included in the consolidated financial statements since the date of the acquisition.

The acquisition was funded through cash contributions of equity.

Note 2. Acquisition of Businesses (Continued)

The goodwill arising from the above acquisition is largely due to the Grasons' fair value of certain intangible assets along with the assembled workforce subsumed into goodwill, Grasons' presence in the marketplace and its long-term expected revenue growth. The goodwill is deductible for income tax purposes.

The following table summarizes the consideration paid and the amounts of the assets acquired, and liabilities assumed at the date of acquisition:

Consideration:	
Cash	$ 3,071,454
Contingent consideration	594,240
Due from seller	(45,924)
Total invested capital	$ 3,619,770
Recognized amount of identifiable assets acquired and liabilities assumed:	
Cash	$ 66,163
Accounts receivable	25,255
Other current assets	12,508
Deposits	1,450
Intangible assets	676,000
Accounts payable	(792)
Accrued expenses and other liabilities	(23,777)
Deferred revenue	(604,617)
Total identifiable net assets acquired	152,190
Goodwill	3,467,580
	$ 3,619,770

The Company engaged an independent valuation firm to assist with the valuation of intangible assets using the relief from royalty method.

Contingent consideration in the amount of $594,240 was recognized at the date of acquisition and is included in the balance sheet within the accrued expenses line item at December 31, 2022. The contingent consideration is based on annual royalties for the 12 months ended December 31, 2022 multiplied by an agreed upon rate.

Transaction expenses of approximately $404,000 were incurred as a result of the business combination and have been expensed by the Company and included in the consolidated statement of operations within the transaction expenses line item for the year ended December 31, 2022.

Of the $676,000 of identified intangible assets, $295,000 was assigned to franchise agreements and $381,000 was assigned to trade name. Each were determined to have useful lives of 10 years and 14 years, respectively. The weighted-average useful life in years for the identified intangible assets in aggregate was 12.25 years. Franchise agreements and trade names were valued using the multiperiod excess earnings method and relief from royalty method, respectively.

Note 3. Intangible Assets and Goodwill

Following is a summary of intangible assets:

	December 31, 2022		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise agreements	$ 3,359,000	$ 139,043	$ 3,219,957
Trade names	1,547,000	60,174	1,486,826
Developed technology	482,512	32,112	450,400
	$ 5,388,512	$ 231,329	$ 5,157,183
Goodwill	$ 17,187,323	$ 737,245	$ 16,450,078

The change in the carrying value of goodwill for the year ended December 31, 2022, is as follows:

Balance at December 31, 2021	$ 2,602,433
Additions of goodwill	14,545,344
Amortization expense	(697,699)
Balance at December 31, 2022	$ 16,450,078

Amortization expense recognized on intangible assets and goodwill totaled $919,134 as of December 31, 2022.

The future estimated aggregate amortization expense for intangibles and goodwill as of December 31, 2022, is as follows:

Years ending December 31:		
2022	$ 1,781,732	$ 559,874
2023	1,781,732	559,874
2024	1,781,732	559,874
2025	1,781,732	559,874
2026	1,781,732	559,874

Note 4. Leases

The Company leases one office under an operating lease agreement that has an initial term of five years. The lease includes one option to exercise renewal terms that can extend the lease term for five more years, at the Company's sole discretion. The lease contains rights to terminate whereby those termination options are held by either the Company, the lessor, or both parties. This option to extend or terminate the lease are included in the lease terms only when it is reasonably certain that the Company will exercise that option. The Company's lease generally does not contain any material restrictive covenants.

Operating lease cost is recognized on a straight-line basis over the lease term. Lease expense is approximately $29,000 for the year ended December 31, 2022. Weighted average remaining on lease term is 3.8 years and the weighted average discount rate is 1.37%.

Note 4. Leases (Continued)

Supplemental cash flow information related to leases is as follows for the year ended December 31, 2022:

Operating leases:		
Operating cash outflows—payments on operating leases	$	30,150

The future minimum rentals under this lease for the years subsequent to December 31, 2022, are as follows:

		Operating Leases
Years ending December 31:		
2023	$	31,158
2024		32,715
2025		34,351
2026		29,809
Total lease payments		128,033
Less imputed interest		(3,260)
Total present value of lease liabilities	$	124,773

Note 5. Related-Party Transactions

A company related to the Company's majority member charges the Company for financial and management services under a management services agreement for reimbursement of reasonable direct expenses, which is included in general and administrative expense on the accompanying consolidated statement of operations. The total expense for the year ended December 31, 2022, is approximately $500,000.

Note 6. Members' Equity

Members' equity consisted of the following membership units:

	2022	
	Units Authorized	Units Issued and Outstanding
Class A Units	1,000,000	39,316
Class B Units	5,111	1,592

Class A Units have voting rights on all matters requiring the consent, approval or vote of the Members. The Class A Units receive preference on distributions.

Class B Units are deferred units that do not have voting rights and have been issued to designated management employees of the Company without any corresponding capital contribution. The holders of these units are entitled to share in the appreciation of the Company's assets that occur subsequent to the date of grant. The Class B Units are dilutive to the participating preferred units.

Note 6. Members' Equity (Continued)

The Company has issued 1,592 units to certain management employees as of December 31, 2022. The units substantially vest upon a change in control of the Company, if still employed. The fair value of the awards at the date of grant is estimated using option-pricing models. The expected terms assumption reflects the period for which the Company believes the awards will remain outstanding and is based on the expected behavior of the award holders. The Company determined the volatility of the fair value of its units through comparison to similar entities considering such characteristics as industry, stage of life cycle, size, and financial leverage. The risk-free rate reflects the U.S. Treasury yield curve for similar expected life instruments in effect at the time of grant.

For the year ended December 31, 2022, there was unrecognized compensation costs related to the Class B Units of approximately $79,000. The unrecognized compensation costs will be recognized at the time the vesting criterion is probable to occur.

CALLRN Franchise, LLC

FINANCIAL STATEMENTS
December 31, 2021 and 2020

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RC Consulting LLC
15560 N Frank Lloyd Wright Blvd.
Scottsdale, Arizona 85260
480-330-1101

INDEPENDENT AUDITOR'S REPORT

To the Shareholder's
CALLRN Franchise, LLC
Scottsdale, Arizona

Report on the Financial Statements

We have audited the accompanying financial statements of CALLRN Franchise, LLC, which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income and changes in shareholder's equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Member American Institute of Certified Public Accountants
Licensed Arizona (15876-R)

RC Consulting LLC
15560 N Frank Lloyd Wright Blvd.
Scottsdale, Arizona 85260
480-330-1101

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CALLRN Franchise, LLC as of December 31, 2021 and 2020 and the results of its income and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

RC Consulting, LLC

Scottsdale, Arizona
March 25, 2022

Member American Institute of Certified Public Accountants
Licensed Arizona (15876-R)

CALLRN FRANCHISE, LLC
BALANCE SHEETS
DECEMBER 31, 2021 AND 2020

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 407,061	$ 225,590
Accounts Receivable, Less Allowance $50,000 - 2021 and $200,000 - 2020	330,167	325,662
Note Receivable, Franchisee - Current	8,421	7,932
Contract Assets - Current	462,524	404,638
Due From Related Party	277,685	265,925
Prepaid Expenses	24,798	20,640
Total Current Assets	1,510,656	1,250,387
PROPERTY AND EQUIPMENT		
Office Furniture, Equipment & Vehicles	165,111	29,686
Accumulated Depreciation	(51,081)	(29,686)
Property and Equipment, Net	114,030	-
OTHER ASSETS		
Trademarks	5,232	5,232
Accumulated Amortization	(3,839)	(3,490)
Contract Assets - Less Current	2,440,602	2,381,908
Note Receivable, Franchisee - Less Current	13,504	23,925
Other Assets, Net	2,455,499	2,407,575
TOTAL ASSETS	$ 4,080,185	$ 3,657,962
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES		
Accounts Payable	$ 341,603	$ 198,310
Contract Liabilities - Current	838,208	747,045
Total Current Liabilities	1,179,811	945,355
LONG-TERM DEBT		
Contract Liabilities - Less Current	4,142,222	4,116,469
Total Long-Term Liabilities	4,142,222	4,116,469
SHAREHOLDER'S EQUITY (DEFICIT)	(1,241,848)	(1,403,862)
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	$ 4,080,185	$ 3,657,962

The accompanying notes are an integral part of these financial statements.

CALLRN FRANCHISE, LLC
STATEMENTS OF INCOME AND CHANGES IN SHAREHOLDER'S EQUITY
DECEMBER 31, 2021 AND 2020

	2021	2020
REVENUES		
Franchise sales	$ 838,208	$ 747,045
Placement fees and royalties	1,571,528	1,422,177
Total Revenues	2,409,736	2,169,222
COST OF REVENUES		
Franchise sales, commissions and marketing	462,524	404,590
Total Cost Of Revenues	462,524	404,590
GROSS PROFIT	1,947,212	1,764,632
OPERATING EXPENSES		
Advertising	520,485	320,916
Amortization	349	349
Automobile	20,616	17,442
Bad Debt	83,699	74,000
Consultants	262,464	183,496
Depreciation	21,395	-
Insurance	22,307	41,488
Office supplies	63,710	71,801
Professional fees	82,489	121,199
Rent	39,317	37,589
Salaries, taxes and benefits	794,549	735,173
Utilities	10,826	11,669
Total Operating Expenses	1,922,207	1,615,122
NET OPERATING INCOME	25,005	149,510
OTHER INCOME		
PPP loan forgiveness	137,009	134,403
NET INCOME	162,014	283,913
SHAREHOLDER'S EQUITY, Beginning	(1,403,862)	(1,272,775)
Shareholder's Distributions	-	(415,000)
SHAREHOLDER'S EQUITY, Ending	$ (1,241,848)	$ (1,403,862)

The accompanying notes are an integral part of these financial statements.

CALLRN FRANCHISE, LLC
STATEMENTS OF CASH FLOWS
DECEMBER 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	$ 25,005	$ 149,510
Noncash Items Included In Net Income		
Amortization	349	349
Depreciation	21,395	-
Changes In Current Assets and Current Liabilites		
Accounts Receivable, Net	(4,505)	113,297
Prepaid Expenses	(4,158)	(16,740)
Note Receivable Franchisee	9,932	53,564
Contract Assets	(116,580)	(184,980)
Contract Liabilities	116,916	215,902
Accounts Payable	143,293	(48,858)
Net Cash Provided By Operating Activities	191,647	282,044
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase Of Property and Equipment	(135,425)	-
Purchase Of Website Costs	-	(62,800)
Net Cash Used For Investing Activities	(135,425)	(62,800)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds From SBA PPP Loan	137,009	134,403
Due From Related Party	(11,760)	-
Shareholder's Distributions	-	(415,000)
Net Cash Provided By (Used For) Financing Activities	125,249	(280,597)
NET CHANGE IN CASH	181,471	(61,353)
CASH AND CASH EQUIVALENTS, Beginning	225,590	286,943
CASH AND CASH EQUIVALENTS, Ending	$ 407,061	$ 225,590
SUPPLEMENTAL DISCLOSURES		
Cash Paid For Interest	$ -	$ -
Cash Paid For Taxes	$ -	$ -

The accompanying notes are an integral part of these financial statements.

NOTE 1: Organization and Nature of Business

CALLRN Franchise, LLC ("the Company") is a Delaware limited liability company that was formed on February 3, 2006. The Company is an Assisted Living Referral ("ALR") franchising network that assists seniors and their families by locating assisted living facilities that meet their geographic, financial, emotional, spiritual and medical needs. It has developed a proprietary system including logo, method of operation and provisions of services, confidential operations manual, marketing and advertising, and techniques and know-how for imparting quality services for establishing, operating, managing and marketing a franchised ALR company.

On April 3, 2020, Assisted Living Locators Holdings, LLC was formed. All of the stock of CALLRN Franchise, LLC was contributed to Assisted Living Locators Holdings, LLC in exchange for an equal ownership in new entity by the shareholders. In addition, Assisted Living Locators Licensing, LLC was formed on April 3, 2020. Its purpose is to maintain all Database activities and Licensing activities of the Franchisor.

NOTE 2: Summary of Significant Accounting Policies

Basis of Accounting

The financial statements are prepared according to the accrual method of accounting in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Under this method, revenues are recorded when earned, and expenses are recorded when incurred.

Revenue Recognition

On January 1, 2019, the Company recognized revenues in accordance with the provisions of FASB Accounting Standards Codification ("ASC") 606, Revenue from Contracts with Customers, which provides guidance on the recognition, presentation and disclosure of revenue in financial statements.

ASC 606 outlines the basic criteria that must be met to recognize revenue and provides guidance for disclosure related to revenue recognition policies. The Company recognizes revenue upon transfer of control of promised services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those services. The Company at times may enter into contracts that can include various combinations of services, which are generally capable of being distinct and accounted for as separate performance obligations. In such cases, revenue would be recognized at the time of delivery or over time for each performance of service. Revenue is recognized net of allowance for returns and any taxes collected from customers, which are subsequently remitted to governmental authorities.

NOTE 2: Summary of Significant Accounting Policies (Continued)

Revenue Recognition - continued

The Company's revenues consist of sales to individual franchises. When a franchise is sold, the Company agrees to provide multiple performance promises in each contract, primarily the delivery of its initial custom training program and the rights to use the associated business processes, systems, access to preferred vendors training and access to proprietary software systems and advertising. Franchises are also required to contribute to a national advertising campaign sponsored by the Company. Revenue from contributions to the national advertising campaign are recognized when funds are expended.

ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. This standard does not impact the Company's recognition for recurring revenues, such as advertising, royalties, licensing and other recurring fees. The standard does change the timing in which the Company recognizes initial fees from new franchisees and new franchise terms. The Company's accounting policy through December 31, 2018, was to recognize initial franchise fees when received and upon the completion of required franchisee training. Beginning January 1, 2019, the initial franchise fees are allocated to the performance obligations completed during the initial follow up training. Allocation of the initial franchise fee is based on the term of the franchise agreement, which is 10 years.

The Company adopted ASC 606 as of January 1, 2019, using the modified retrospective method on all contracts. This method allows the standard to be applied retrospectively through a cumulative catch-up adjustment recognized upon adoption. As such, comparative information in the Company's financial statements has not been restated and continues to be reported under the accounting standards in effect for those periods. The cumulative adjustment recorded through shareholder's equity (deficit) on January 1, 2019 upon adoption of ASC 606 consisted of Contract Liabilities of $3,474,707 and Contract Assets of $1,888,702.

The Company recognized a Contract Asset for the incremental costs of obtaining the contract arising from the sales commissions to outside parties and employees as well as fees paid to franchising organizations for membership and travel to these organizations for training. The Company amortizes these Contract Assets over the term of the franchise agreement which is 10 years.

NOTE 2: Summary of Significant Accounting Policies (Continued)

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand; cash in banks, and all highly liquid investments that are readily convertible to cash with a maturity of three months or less at the time of purchase.

Property and Equipment

Property and Equipment are reported at cost. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets. For the years ended December 31, 2021 and 2020, depreciation expense was $21,395 and $0, respectively.

Intangible Assets

Intangible assets consist of trademark costs. The Company has established intangible assets for the cost of developing certain trademarks.

The Company has adopted Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 350, Intangibles - Goodwill and Other that requires that goodwill and intangible assets with indefinite lives (such as intellectual property) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets that have finite lives (such as franchise documents, non-compete agreements and trademarks are amortized over their estimated useful lives.

Use of Estimates

Preparation of the Company's financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising expense for the years ended December 31, 2021 and 2020 were $520,485 and $320,916, respectively.

NOTE 2: Summary of Significant Accounting Policies (Continued)

Income Taxes

The shareholders of the Company have elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under those provisions, the Company does not pay income taxes on its income. Instead, the shareholders are responsible for individual income taxes on their respective share of the Company's taxable income.

Current Assets and Current Liabilities

Current assets and current liabilities in the accompanying financial statements are based on a normal one-year operating cycle.

Concentrations

The Company maintains cash balances in one financial institution participating in the Federal Deposit Insurance Corporation ("FDIC") program whereby cash deposits are insured for up to $250,000. Cash balances in their financial institutions have at times exceeded the FDIC insured amounts. However, the Company has not experienced any related losses in such accounts, and management believes there is no significant credit risk associated with these accounts.

Fair Value of Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

Brand and System Development Fund

The Company receives funds from each franchisee and is required to use those funds to promote the franchisees, the CALLRN brand and franchise network. The Brand and System Development Fund began in 2019. The balance of the fund account as of December 31, 2021 was $68,261 and is included in cash and cash equivalents. The Company expended $259,901 and $179,137 from this fund during 2021 and 2020, respectively which is included in advertising expense.

NOTE 3: Accounts Receivable

Account receivables are recorded at amounts due based on the terms of executed franchise agreements for franchise sales, placement royalties and advertising fees. The accounts receivable is carried at original invoice amount less an estimate for doubtful receivables based on a review of outstanding amounts. Management regularly evaluates individual customer's receivables considering their financial condition, credit history and current economic conditions. Write-offs are charged to the allowance for doubtful when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as income when received.

The Company had an allowance for doubtful accounts of $50,000 and $200,000 for the years ended December 31, 2021 and 2020, respectively.

The assisted living facilities requested that the Company complete all administrative billing processes for the Franchisee's for placement commissions earned. Included in accounts receivable is $95,825 that are due from assisted living facilities for placement commissions earned and completed by franchisees. Also, included in accounts payable is $145,215 due to Franchisee's as of December 31, 2021.

NOTE 4: Note Receivable

The Company has a note receivable from a Franchisee that require monthly payments of $802, including interest at 6.0%. The note matures on August 4, 2024. Principal payments are as follows for the years ended December 31, - 2022 - $8,421; 2023 - $8,941 and 2024 - $4,563.

NOTE 5: Related Party Transactions

On April 3, 2020 Assisted Living Locators Licensing LLC was formed. All of the Website and Data Base systems of the Company were transferred into that entity at its net book value, resulting in a due from Assisted Living Locators Licensing LLC in the amount of $265,925. The Company advanced $11,760 for the year ended December 31, 2021. This amount is due on demand with no interest.

NOTE 6: Operating Lease Agreement

The Company entered into an agreement for office space. Terms of the agreement require monthly base rental payments of $2,173 per month through December 31, 2021, plus common area maintenance. Rent expense for the years ended December 31, 2021 and 2020 was $39,317 and $37,589, respectively.

NOTE 9: Commitments and Contingencies

Litigation

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

EXHIBIT F-2

PARENT GUARANTY

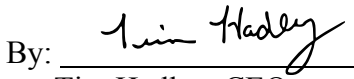
GUARANTEE OF PERFORMANCE

For value received, EHC Holding Company, LLC, a Delaware limited liability company (the "Guarantor"), located at 630 Fifth Avenue, Suite 400, New York, NY 10111, absolutely and unconditionally guarantees to assume the duties and obligations of ALL Franchising, LLC, located at 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Nashville, TN on the 24th day of April, 2023.

Guarantor:

EHC Holding Company, LLC

By: 

Tim Hadley, CEO

EXHIBIT "G"

TO DISCLOSURE DOCUMENT

OTHER AGREEMENTS

EXHIBIT G-1

FRANCHISEE DISCLOSURE QUESTIONNAIRE

[See Attached]

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know ALL Franchising, LLC ("we" or "us), and you are preparing to enter into a Franchise Agreement for the operation of an Assisted Living Locators franchise. We require that you complete this Questionnaire (a) so that we can determine whether our franchise sales team followed proper sales procedures and (b) to provide us with reasonable assurance that, prior to signing the Franchise Agreement, you have had an adequate opportunity to review the Franchise Disclosure Document and its attachments, consult with legal and/or business advisors of your choosing, and ask us questions about any disclosures or terms that you do not understand. **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.

Yes__ No__ l. Have you received from us and personally reviewed the Franchise Agreement and, if applicable, Area Development Agreement ("ADA"), together with all attachments to those agreements?

[If you answer "no," please explain in Explanation Section]

Yes__ No__ 2. Have you received from us and personally reviewed a Franchise Disclosure Document ("FDD")?

[If you answer "no," please explain in Explanation Section]

Yes__ No__ 3. Did you sign a receipt for the FDD indicating the date you received it?

Yes__ No__ 4. Do you understand all the information contained in the FDD, Franchise Agreement and ADA (if applicable)?

[If you answer "no," please identify any information you don't understand in Explanation Section]

Yes__ No__ 5. Did you receive the FDD at least 14 calendar days before signing any agreement relating to the franchise (other than an NDA) or paying any money?

Yes__ No__ 6. Did you receive a complete execution copy of the Franchise Agreement at least seven (7) calendar days before you signed it?

Yes__ No__ 7. Have you reviewed the FDD, Franchise Agreement and ADA (if applicable) with a lawyer, accountant or other professional advisor?

Yes__ No__ 8. Have you discussed the benefits and risks of developing and operating an Assisted Living Locators franchise with an existing Assisted Living Locators franchisee?

Yes__ No__ 9. Do you understand the risks of developing and operating an Assisted Living Locators franchise?

Yes__ No__ 10. 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 competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

Yes__ No__ 11. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement or ADA (if applicable) must be arbitrated in Arizona if not resolved informally or by mediation?

Yes__ No__ 12. Do you understand that the Franchise Agreement, ADA (if applicable) and the attachments to those agreements contain the entire agreement between us and you concerning the Assisted Living Locators franchise, meaning any prior oral or written statements not set out in the Franchise Agreement, ADA or the attachments will not be binding?

Yes__ No__ 13. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the costs involved in operating an Assisted Living Locators franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

[If you answer "yes," please describe the statement or promise in Explanation Section]

Yes__ No__ 14. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the training, assistance or support that will be provided to you that is not contained in the FDD or that is contrary to, or different from, the information in the FDD?

[If you answer "yes," please describe the statement or promise in Explanation Section]

Yes__ No__ 15. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the actual, average, projected or hypothetical profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an Assisted Living Locators business may generate, other than any information included in Item 19 of the FDD?

[If you answer "yes," please describe the statement or promise in Explanation Section]

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.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on 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 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 SECTION

Please include any explanations below and refer to the applicable question number.

_____

_____

_____

_____

_____

_____

_____

EXHIBIT G-2

GENERAL RELEASE

[See Attached]

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (this "Agreement") is made as of _____, 202__ (the "Effective Date") by _____, a(n) _____ ("you") and each individual holding a direct or indirect ownership interest in you (collectively "Owner") in favor of ALL Franchising, LLC, a Delaware limited liability company ("us," and together with you and Owner, the "Parties").

Background

A. We signed a Franchise Agreement with you, dated _____, 202____ (the "Franchise Agreement") pursuant to which we granted you the right to own and operate an Assisted Living Locators business;

B. You have notified us of your desire to transfer the Franchise Agreement and all rights related thereto, or an ownership interest in the franchisee entity, to a transferee, [**enter into a successor franchise agreement**] and we have consented to such transfer [**agreed to enter into a successor franchise agreement**]; and

C. As a condition to our consent to the transfer [**your ability to enter into a successor franchise agreement**], you and Owner have agreed to execute this Agreement upon the terms and conditions stated below.

D. In consideration of our consent to the transfer [**our entering into a successor franchise agreement**], and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, you and Owner hereby agree as set forth below.

Agreement

1. Release. Owner, you, and each of your officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them (the "Franchisee Parties"), hereby release, acquit and forever discharge us, any and all of our past and present affiliates, parents, subsidiaries and related companies, divisions and partnerships, consultants, advisors and franchise sellers and its and their respective past and present officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates, parents, divisions, successors and assigns, and the spouses of such individuals (collectively, the "Franchisor Parties"), from any and all claims, liabilities, damages, expenses, actions or causes of action which any of the Franchisee Parties may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, directly or indirectly arising out of or relating to the execution and performance (or lack thereof) of the Franchise Agreement or the offer, sale or acceptance of the franchise related thereto (including, but not limited to any disclosures and representations made in connection therewith). The foregoing release shall not be construed to apply with respect to any obligations contained within this Agreement.

2. California Law. You and Owner hereby express your intention to release all existing claims, whether known or unknown, against the Franchisor Parties. Accordingly, you and Owner hereby waive Section 1542 of the California Civil Code, which provides the following:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

[Section 2 only applies for California franchisees; otherwise it is omitted]

3. Washington Franchise Law. The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

[Section 3 only applies for Washington franchisees; otherwise it is omitted]

4. Non-disparagement. Each of the Franchisee Parties expressly covenant and agree not to make any false

representation of facts, or to defame, disparage, discredit or deprecate any of the Franchisor Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Franchisor Parties, the business conducted by any of the Franchisor Parties or the reputation of any of the Franchisor Parties. For purposes of clarity, the obligations in this Section apply to all methods of communications, including the making of statements or representations through direct verbal or written communication as well as the making of statements or representations on the Internet, through social media sites or through any other verbal, digital or electronic method of communication. The obligations in this Section also prohibit the Franchisee Parties from indirectly violating this Section by influencing or encouraging third parties to engage in activities that would constitute a violation of this Section if conducted directly by a Franchisee Party.

5. Representations and Warranties. You and Owner each represent and warrant that: (a) [Insert franchisee entity name] is duly authorized to execute this Agreement and perform its obligations hereunder; (b) neither you nor Owner has assigned, transferred or conveyed, either voluntarily or by operation of law, any of their rights or claims against any of the Franchisor Parties or any of the rights, claims or obligations being terminated or released hereunder; (c) you and Owner have not and shall not (i) institute or cause to be instituted against any of the Franchisor Parties any legal proceeding of any kind, including the filing of any claim or complaint with any state or federal court or regulatory agency, alleging any violation of common law, statute, regulation or public policy premised upon any legal theory or claim whatsoever relating to the matters released in this Agreement or (ii) make any verbal, written or other communication that could reasonably be expected to damage or adversely impact any Franchisor Party's reputation or goodwill; and (d) the individuals identified as Owners on the signature pages hereto together hold 100% of the legal and beneficial ownership interests in [Insert franchisee entity name].

6. Miscellaneous.

   (a) The Parties agree that each has read and fully understands this Agreement and that the opportunity has been afforded to each Party to discuss the terms and contents of said Agreement with legal counsel and/or that such a discussion with legal counsel has occurred.

   (b) This Agreement shall be construed and governed by the laws of the State of Arizona.

   (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 Agreement, 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 Agreement shall be binding upon and inure to the benefit of the Parties and their respective current and future directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, successors, affiliates, and assigns.

   (e) This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and is in lieu of all prior and contemporaneous agreements, understandings, inducements and conditions, expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified except in a writing signed by each of the Parties.

   (f) If one or more of the provisions of this Agreement 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 Agreement, but this Agreement 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 transactions contemplated hereby.

   (h) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document.

(i) THIS RELEASE DOES NOT APPLY WITH RESPECT TO CLAIMS ARISING UNDER THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT, RCW 19.100, AND RULES ADOPTED THEREUNDER.

In witness whereof, the Parties have executed this Agreement as of the date first written above.

FRANCHISEE:

_____

By: _____
Name: _____
Its: _____

FRANCHISE OWNERS:

_____
Name: _____

_____
Name: _____

_____
Name: _____

EXHIBIT G-3

ALL-IN USER AGREEMENT AND PRIVACY POLICY

[See Attached]

Acceptable Use Policy

Date: 3/22/2018

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1 Overview

The purpose of this policy is to establish acceptable and unacceptable use of electronic devices, network resources and information platforms at Assisted Living Locators ("ALL") and by their franchisees in conjunction with its established culture of ethical and lawful behavior, openness, trust, and integrity.

ALL provides networks, and other electronic information systems to meet missions, goals, and initiatives and must manage them responsibly to maintain the confidentiality, integrity, and availability of its information assets. This policy requires the users of these information assets to comply with company policies and protects the company against damaging legal issues.

2 Scope

All franchisees, as well as their employees, contractors, consultants, temporary and other workers ("You"), along with employees, contractors, consultants, temporary and other works at ALL, including all personnel affiliated with third parties must adhere to this policy. This policy applies to information assets owned or leased by ALL. You are responsible for the security of your own devices, and those associated with your franchise(s) used in conducting your business, however ALL has the right to block your use of company assets with these devices in the event that it determines, at it's sole discretion, that your devices are creating harm to company assets.

There shall be no exceptions to this policy.

General Requirements

2.1.1 You are responsible for exercising good judgment regarding appropriate use of ALL resources in accordance with ALL policies, standards, and guidelines. ALL resources may not be used for any unlawful or prohibited purpose.

2.1.2 For security, compliance, and maintenance purposes, authorized personnel may monitor and audit equipment, systems, and network traffic per Audit Procedures developed by ALL and updated from time to time. Devices that interfere with other devices or users on the ALL network, or that harm ALL's data or the asset itself in any way may be disconnected. You are prohibited from taking measures to actively block our ability to monitor and audit your use of ALL information assets.

System Accounts

2.1.3 You are responsible for the security of data, accounts, and systems under your control. Keep

passwords secure and do not share account or password information with anyone, including other personnel, family, or friends. Providing access to another individual, either deliberately or through failure to secure its access, is a violation of this policy.

2.1.4 You must maintain system-level and user-level passwords in accordance with our established Password Policies associated with our various information assets.

2.1.5 You must ensure through legal or technical means that proprietary information remains within the control of Assisted Living Locators and its franchisees at all times. Conducting ALL business that results in the storage of proprietary information on personal or non-ALL controlled environments, including devices maintained by you or a third party with whom ALL does not have a contractual agreement, is prohibited. This specifically prohibits the use of an e-mail account that is not provided by ALL, or its customer and partners, for company business.

Network Use

You are responsible for the security and appropriate use of ALL network resources under your control. Using ALL resources for the following is strictly prohibited:

2.1.6 Causing a security breach to either ALL or other network resources, including, but not limited to, accessing data, servers, or accounts to which you are not authorized; circumventing user authentication on any device; or sniffing network traffic.

2.1.7 Causing a disruption of service to either ALL or other network resources, including, but not limited to, ICMP floods, packet spoofing, denial of service, heap or buffer overflows, and forged routing information for malicious purposes.

2.1.8 Introducing honeypots, honeynets, or similar technology on the ALL network.

2.1.9 Violating copyright law, including, but not limited to, illegally duplicating or transmitting copyrighted pictures, music, video, and software.

2.1.10 Exporting or importing software, technical information, encryption software, or technology in violation of international or regional export control laws.

2.1.11 Use of the Internet or ALL's network that violates the ALL policies or local laws.

2.1.12 Intentionally introducing malicious code, including, but not limited to, viruses, worms, Trojan horses, e-mail bombs, spyware, adware, and keyloggers.

2.1.13 Port scanning or security scanning on a production network unless authorized in advance by Information Security.

Electronic Communications

The following are strictly prohibited:

2.1.14 Inappropriate use of communication vehicles and equipment, including, but not limited to, supporting illegal activities, and procuring or transmitting material that violates ALL policies against harassment or the safeguarding of confidential or proprietary information.

2.1.15 Sending Spam via e-mail, text messages, pages, instant messages, voice mail, or other forms of electronic communication.

2.1.16 Forging, misrepresenting, obscuring, suppressing, or replacing a user identity on any electronic communication to mislead the recipient about the sender.

2.1.17 Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

2.1.18 Use of an ALL e-mail or IP address to engage in conduct that violates ALL policies or guidelines. Posting to a public newsgroup, bulletin board, or listserv with an ALL e-mail or IP address represents ALL to the public; therefore, you must exercise good judgment to avoid misrepresenting or exceeding your authority in representing the opinion of the company.

3 Enforcement

A franchisee shall be accountable for the performance of this policy by all their employees, contractors, consultants, temporary and other workers. A franchisee found to have violated this policy may be subject to disciplinary action, up to and including termination of their franchise agreement. An ALL employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment. A violation of this policy by an ALL temporary worker, contractor or vendor may result in the termination of their contract or assignment with ALL.

4 Definitions

Term	Definition
honeypot, honeynet	Network decoys that serve to distract attackers from valuable machines on a network. The decoys provide an early warning for intrusion detection and detailed information on vulnerabilities.
Spam	Electronic junk mail or junk newsgroup postings. Messages that are unsolicited, unwanted, and irrelevant.

5 Revision History

Date of Change	Responsible	Summary of Change
3/22/18		Policy created

Privacy Policy

Date: 3/22/2018

Assisted Living Locators ("ALL") is dedicated to protecting the privacy rights of our users ("you") and the clients, partners and properties of our users. This Privacy Policy (this "Policy") describes the ways we collect, store, use, and manage the information, including personal information, and data that you provide or we collect in connection with our service on the ALL-IN™ platform ("Service"). Please note that the scope of this Policy is limited to information and data collected or received by ALL through your use of the Service. ALL is not responsible for the actions of third party people or companies not associated with the Service, the content of their sites, the use of information or data you provide to them, or any products or services they may offer. Any link to those sites does not constitute our sponsorship of, or affiliation with, those people or companies for privacy policy purposes.

HIPAA privacy rules apply to All-IN™ and we take security and information privacy matters very seriously. We engage in ongoing efforts to ensure that ALL-IN™ complies with all applicable laws and regulations, including HIPAA. If you become aware of a data breach, circumstances or conditions that could leave to a data breach, or have concerns about ALL-IN™ security or compliance, please contact us immediately.

By using the Service, you are expressing your agreement to this Policy and the processing of your information and data, including your personal information, in the manner provided in this Policy. If you do not agree to these terms, please do not use the Service.

If you have any questions or concerns, please contact the ALL Corporate Office, c/o Angela Olea.

Information and Data We Collect from You

We may collect the following information and data from you:

- Contact information (such as name and email address)
- Username and password
- Profile information that you volunteer
- Automatically collected data (such as IP Address, your device's operating system, browser type and language)
- Mobile device identifiers (such as your unique device ID (persistent/non-persistent, hardware type, medial access control ("MAC") address, international mobile equipment identity ("IMEI"), and your device name
- Client Information for the purpose of facilitating a match to a property
- Property Information, including pictures and contracts for the purpose of facilitating client matches
- Referral Partner, Marketing Resource, and Contact Information for the purpose of identifying sources of business and to maintain your franchise operation

Tracking Technologies

We use technologies such as cookies, beacons, scripts, and tags to identify a user's computer/device and to "remember" things about your visit, such as your preferences or a username and password. Information contained in a cookie may be linked to your personal information, such as your user ID, for purposes such as improving the quality of our Services or making the Service easier to use. You can disable cookies at any time, although you may not be able to access or use features of the Service.

How We Use Your Information

ALL's primary goals in using information are to create your account, provide Services to you, improve our Service or contact you. We store information on servers located in the United States via IBM Softlayer and/or Amazon Web Services.

We use information collected through our Service for purposes described in this Policy or disclosed to you in connection with our Service.

Website Services

While you are browsing the Service, your computer's operating system, Internet Protocol (IP) address, access times, browser type and language and referring Web site addresses may be logged automatically. We may use this information to monitor, develop and analyze your use of the Service.

We may ask you to submit and we may process data that is personal to you, including but not limited to your name, profile photo, links to your profiles on social networking websites and other third-party sites, user names and e-mail and mail addresses. We may use this information to create a user profile and provide you Services.

We may use your email address to contact you about your experience with the Sites and notify you about ALL news and activities.

Customer Service

We may use your email address when you contact our customer service group to contact you about your experience with our Service and to notify you about news and activities.

Third Party Services

Our Services may contain third party tracking and data collection and analytics tools from our service providers for the purpose of determining actions that could improve our service. Such third parties may use cookies, APIs, and SDKs in our Service to enable them to collect and analyze user and device related data and information on our behalf. The third parties may have access to and collect data and information about you, such as your device identifier, MAC address, IMEI, locale (specific location where a given language is spoken), geo-location information, IP address, application usage, access and session times, and applications present on the device or in use at a particular time on the device

ALL does not share your personal information or the information on your clients, properties or contacts, referral partners and marketing resources outside of the ALL franchise system and only to facilitate placements in other franchisee territories.

- We may release your information as permitted by law, such as to comply with a subpoena, or when we believe that release is appropriate to comply with the law; investigate fraud, respond to a government request, enforce or apply our rights; or protect the rights, property, or safety of us or our users, or others. This includes exchanging information with other companies and organizations for fraud protection. In certain situations, ALL may be required to disclose personal information in response to lawful requests by public authorities or for local law enforcement requirements.
- ALL may share your information in connection with any merger, sale of our assets, or a financing or acquisition of all or a portion of our business to another company.

- We may share aggregate or anonymous information about you with potential franchisees, business partners, sponsors, and other third parties.

Security Safeguards

ALL takes reasonable measures to protect your information from unauthorized access or against loss, misuse or alteration by third parties.

Although we make good faith efforts to store the information collected on the Service in a secure operating environment that is not available to the public, we cannot guarantee the absolute security of that information during its transmission or its storage on our systems. Further, while we attempt to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining access to this information. We do not warrant or represent that your information will be protected against, loss, misuse, or alteration by third parties. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, we cannot guarantee its absolute security.

Data Retention

We retain your information for as long as your account is active or as needed to provide you Services. We will also retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

International Transfer

We may transfer information that we collect about you to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world. Please note that these countries and jurisdictions may not have the same data protection laws as your own jurisdiction, and we take steps to ensure adequate safeguards are in place to enable transfer of information to the U.S. and the use and disclosure of information about you, including personal information, as described in this Policy.

Revision History

Date of Change	Responsible	Summary of Change
3/22/18		Policy created

EXHIBIT G-4

HIPAA BUSINESS ASSOCIATE AGREEMENT

[See Attached]

HIPAA BUSINESS ASSOCIATE
AGREEMENT (45 CFR §164.504(e))

This Business Associate Agreement (this "Agreement") is entered into as of _____, 202__, between ALL Franchising, LLC, a Delaware limited liability company with a principal place of business located at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251 ("Business Associate") and _____, a(n) _____ with a principal place of business located at _____ ("Covered Entity").

I. RECITALS

A. Business Associate performs, or assists in the performance of, a function or activity or provides services of a type for Covered Entity that makes Business Associate a "business associate" for purposes of the HIPAA Privacy Regulations. {45 CFR §160.103}

B. Covered Entity will disclose Protected Health Information to Business Associate in conjunction with the function, activity or services performed or provided by Business Associate. {45 CFR §160.103}

C. Covered Entity will disclose electronic health information to Business Associate in conjunction with the function, activity or services performed or provided by Business Associate.

D. Covered Entity and Business Associate desire to enter into this Agreement as required by the HIPAA Privacy and Security Regulations to provide satisfactory assurance to Covered Entity that Business Associate will appropriately safeguard that Protected Health Information. {45 CFR §164.502(e)(l)}

II. AGREEMENT

NOW THEREFORE, Covered Entity and Business Associate agree as follows:

1. **Definitions.** The following terms are defined as set forth below. Any terms used but not otherwise defined in this Agreement have the definitions set forth in the Regulations and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and any regulations promulgated thereunder.

   a. "Breach" shall have the meaning set forth in 45 C.F.R. § 164.402.

   b. "Electronic Protected Health Information" shall mean individually identifiable health information that is transmitted by or maintained by electronic media. It includes devices in computers and any removable/transportable digital memory medium. Transmission media include the internet, xtranet or intranet, leased lines, dial-up lines, private networks, and physical movement of removable/transportable media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission. {45 CFR §160.103}

   c. "HIPAA Privacy Regulations" shall mean the regulations at 45 CFR §160 and §164, subparts A and E.

   d. "HIPAA Security Regulations" shall mean the regulations at 45 CFR §160 and §164, subpart C.

   e. "HIPAA Breach Notification Rule" shall mean the regulations at 45 CFR §164, subpart D.

f. "HIPAA Rules" shall mean the HIPAA Privacy Regulations, the HIPAA Security Regulations, the HIPAA Breach Notification Rule and the HIPAA enforcement rule at 45 CFR §160, subpart C.

g. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

h. "Protected Health Information" or "PHI" means, subject to the definition provided at 45 C.F.R. § 160.103, individually identifiable health information that Business Associate receives from Covered Entity or creates, receives, transmits or maintains on behalf of Covered Entity for purposes of performing the services under the Engagement. Unless otherwise stated in this Agreement, any provision, restriction or obligation in this Agreement related to the use of PHI shall apply equally to EPHI.

i. Regulations" shall mean collectively the HIPAA Security Regulations, the HIPAA Privacy Regulations, the HIPAA Breach Notification Rule and the HIPAA enforcement rule at 45 CFR §160, subpart C.

j. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

k. "Secretary" shall mean the Secretary of the Department of Health and Human Services or their designee.

l. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations in an information system. {45 CFR §164.304}

m. "Subcontractor" means a person to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

n. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. {45 CFR 164.402}

Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form by Covered Entity to Business Associate, or is created, received, maintained or transmitted by Business Associate on Covered Entity's behalf, will be subject to this Agreement. This Agreement will commence upon the Effective Date and will continue as long as Business Associate has use, custody or access to PHI subject to this Agreement, and thereafter for the period required by the Regulators.

2. **Restriction on Use and Disclosure of Protected Health Information.** Except as permitted or required by this Agreement or as required by law, Business Associate shall not use, de-identify, or further disclose any Protected Health Information disclosed or otherwise made available to it by Covered Entity. {45 CFR §164.504(e)(2)(i) and (e)(2)(ii)(A)}

3. **Authorized Uses and Disclosures**. Except as otherwise limited in this Agreement, Business Associate is hereby authorized to use and disclose Protected Health Information for the following purposes:

a. Generally. Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy

Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity: Provide ongoing assistance with the operations of the Covered Entity's franchised business. {45 CFR §164.504(e)(2)}

b. *Management* and *Administration.* Business Associate may use and disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided:

i. The disclosure is required by law; or

ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person will immediately notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. {45 CFR§164.504(e)(2)(i)(A) and 45 CFR §164.504(e)(4)}

c. *Violations of Law.* Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 20 CFR

§164.502(j)(l).

4. **Business Associate's Obligations**.

a. *Representation and Acknowledgment.* Business Associate represents that is has complied and will comply with the requirements of the Regulations applicable to it and acknowledges that it is aware that it is subject to the civil and criminal penalties of section 1176 and 1177 of the Social Security Act.

b. Safeguards. Business Associate shall use appropriate safeguards, and comply, where applicable, with the HIPAA Security Regulations with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as permitted or required by this Agreement or as required by law. {45 CFR §164.504(e)(2)(ii)(B)}

c. *Security of Electronic Protected Health Information.* Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity. {45 CFR §164.314(a)(2)(i)(A)}

d. *Reporting.* Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by the HIPAA Breach Notification Rule.

e. *Subcontractors.* Business Associate shall ensure that any subcontractors that create or receive Protected Health Information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information. {45 CFR §164.314(a)(2)(i)(B)}

f. *Providing Electronic Protected Health Information to Agents or Subcontractors.* BUSINESS ASSOCIATE shall ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect the electronic Protected Health Information. {45 CFR §164.314(a)(2)(i)(B)}

g. *Individual's Access to Information.* Business Associate shall make available and permit access to Protected Health Information about an individual by that individual in accordance with 45 CFR §164.524. {45 CFR §164.504(e)(2)(ii)(E)}

h. *Amendment of Protected Health Information.* Business Associate shall make available to Covered Entity Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 CFR §164.526. {45 CFR §164.504(e)(2)(ii)(P)}

i. *Accounting of Disclosures.* Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 CFR §164.528.

Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 42 CFR §164.528. Such information shall be given to Covered Entity by Business Associate within 20 days after Covered Entity notifies Business Associate of Covered Entity need for the information. {45 CFR §164.504(e)(2)(ii)(G)}

5. **Covered Entity's Obligations**.

a. *Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.* Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA privacy regulations if done by Covered Entity.

6. **Breach Notification**.

a. *Notice to Covered Entity.* Business Associate will report to Covered Entity any suspected Breach of Unsecured PHI by Business Associate or any of its officers, directors, employees, Subcontractors or agents. All notifications required under this Section will be made by Business Associate without unreasonable delay and in no event later than ten (10) days of discovery. Business Associate will use the standard at 45 C.F.R. § 164.410(a) to determine when the suspected Breach is treated as discovered. Covered Entity shall have discretion to determine whether a suspected Breach has given rise to a Breach. Business Associate will cooperate with Covered Entity and provide such information as Covered Entity reasonably requires in making this determination. In notifying Covered Entity of a suspected Breach, Business Associate will provide, to the extent reasonably possible, as much of the information it has that would be required in notifying a Covered Entity of a Breach, under 45 C.F.R. § 164.410. If Covered Entity determines that a Breach has occurred, Business Associate will provide any other available information that Covered Entity is required to include in its notification to individuals pursuant to 45 C.F.R.§164.404(c).

b. *Notice to Individuals and Media.* In the event Covered Entity determines a Breach has occurred that was caused by the acts or omissions of Business Associate, its Subcontractors, officers, directors, employees or agents, Business Associate will cooperate with Covered Entity to notify, (i) individuals whose Unsecured PHI has been, or is reasonably believed by Covered Entity to have been, accessed, acquired, used or disclosed, and (ii) the media, as required pursuant to 45 C.F.R. § 164.406, if the legal requirements for media notification are triggered by the circumstances of such Breach. Business Associate will cooperate in

Covered Entity's Breach analysis process and procedures, if requested. Covered Entity will at all times have the final decision about the content of any notification required to be given under the Regulations.

c. *Proof of Encryption.* In the event of a Breach of Secured Protected Health Information, Business Associate shall notify Covered Entity of the Breach as stated in subparagraph (6)(a), above, and within 20 calendar days after giving such notice to Covered Entity, provide proof satisfactory to Covered Entity that such Protected Health Information was not Unsecured Protected Health Information. {42 CFR §164.402}

7. **Term and Termination**.

a. *Generally*. This Agreement shall be effective when executed on behalf of both of the parties hereto and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Paragraph (7).

b. *Mutual Agreement*. This Agreement may be terminated by mutual written agreement of the parties.

c. *Termination for Cause*. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate. Covered Entity shall either

i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

ii. Immediate terminate the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

d. *Effect of Termination.*

i. Except as provided in paragraph (2) below, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity that Business Associate maintains in any form. This provision also shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

ii. In the event that Business Associate determines that returning or destroying the protected information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

8. **Subpoena.** In the event Business Associate receives a subpoena for any Protected Health Information in Business Associate's possession, Business Associate shall immediately notify Covered Entity of the subpoena and deliver a copy of the subpoena to Covered Entity. Business Associate shall respond to the subpoena only in accordance with the HIPAA Privacy Regulations.

9. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing

and shall be personally delivered or sent by certified or registered mail, first class postage prepaid, return receipt requested, or by prepaid overnight delivery services such that proof of delivery will be obtained, and shall be addressed as set forth below or to such other address as may be specified in a prior written notice to the other party: To those addresses indicated in the Covered Entity's Franchise Agreement with Business Associate. Such notice shall be deemed to be given on the date it is deposited in the mail as stated above, on the date it is given to the overnight delivery service or the date it is given personally to the party to whom it is directed. A notice shall be deemed to have been given personally to a party if it is handed to the representative of the party to whom the notice must be addressed or if left at his or her office located at the street address to which a notice would be mailed.

10. **Amendment.** This Agreement may not be changed, modified or amended except by a written agreement executed on behalf of each of the parties.

11. **No Waiver.** No waiver of one or more of the provisions of this Agreement or the failure to enforce any provision of this Agreement by either party shall be construed as a waiver of any subsequent breach of this Agreement, nor a waiver of the right at any time thereafter to require strict compliance with all of its terms.

12. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in it, and supersedes all prior discussions, agreements and understandings of every kind and nature between them.

13. **Headings.** The headings placed between the various paragraphs and subparagraphs of this Agreement are inserted for ease of reference only, do not constitute a part of this Agreement, and shall not be used in any way whatsoever in the construction or interpretation of this Agreement.

14. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Rule, 45 CFR §164.500 et seq., the HIPAA Security Rule, 45 CFR §164.302 et seq, and the HIPAA Breach Notification Rule, 45 CFR §164.400 et seq., as each may be amended from time to time.

15. **Governing Law.** This Agreement shall be construed and enforce in accordance with, and governed by, the laws of the State of Arizona.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date set forth below.

Business Associate/Franchisor:	**Covered Entity/Franchisee:**
ALL Franchising, LLC, a Delaware limited liability company	_____, a(n)_____
By:_____	By:_____
Name:_____	Name:_____
Its:_____	Its:_____

EXHIBIT G-5

POWER OF ATTORNEY – TELEPHONE AND INTERNET

[See Attached]

POWER OF ATTORNEY - TELEPHONE AND INTERNET

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS

That _____ ("Franchisee") irrevocably constitutes and appoints ALL Franchising, LLC, a Delaware limited liability company ("Franchisor"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, is necessary or advisable for the sole purpose of assigning to Franchisor all of Franchisee's right, title and interest in and to any and all telephone numbers of Franchisee's franchise and all related Yellow Pages, White Pages, internet listings, networking media sites and other business listings including, but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone or internet service company providing services to Franchisee, and grants to Franchisor full power and authority to do and perform all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and powers granted.

During the term of this Power of Attorney and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with Franchisor is required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Franchisor. Any person, firm or corporation dealing with Franchisor is fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of the certificate has not been revoked and is in full force and effect, and Franchisee must not take any action against any person, firm or corporation acting in reliance on a certificate or a copy of this Power of Attorney. Any document executed on behalf of Franchisee by Franchisor is deemed to include a certificate on the part of Franchisor, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney terminates two (2) years following the expiration or termination of the Franchise Agreement dated _____ by and between Franchisor and Franchisee. The termination, however, does not affect the validity of any act or deed that Franchisor may have affected before that date pursuant to the power granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest. It is executed and delivered in the State of Arizona and the laws of the State of Arizona govern all questions as to the validity of this Power of Attorney and construction of its provisions.

In Witness Whereof, the undersigned has executed this Power of Attorney as of _____, 202___.

FRANCHISOR:

ALL Franchising, LLC, a Delaware limited liability company

By:_____
Name:_____
Its:_____

FRANCHISEE:

_____,
a(n)_____

By:_____
Name:_____
Its:_____

EXHIBIT G-6

SAMPLE CLIENT CONTRACT

[See Attached]

Assisted Living Locators®
Your local senior living advisor

CLIENT AGREEMENT

Assisted Living Locators appreciates the opportunity to locate care options for your loved one. Our goal is to locate the best assisted living home, community or living situation to meet your needs. While we can advise you on your choices, the final decision will be yours to make.

We do not have any ownership or management relationship with any assisted living home or community. We have a referral fee arrangement with certain assisted living homes and communities under which we receive a fee for referring a client if the client moves into the assisted living home or community. Regardless of any referral fee arrangement, our referral and placement fees are free to you and your loved one. No portion of our fees are assessed to you or to our client and the fees charged by the community are the same to you no matter whether they pay us a referral fee or not.

Date of Disclosure: _____

Assisted Living Locators

Signature

Name: _____

Title: _____

Client Name:_____

Signature

Name: _____

Relationship to Prospective Resident:

❑ Self
❑ Family Member
❑ POA
❑Other_____
Please Identify Relationship

EXHIBIT G-7

FRANCHISE RESALE AGREEMENT

[See Attached]

FRANCHISE RESALE AGREEMENT

This Franchise Resale Agreement (the "Agreement") is entered into as of [_____], 2023 (the "Effective Date") between ALL Franchising, LLC, a Delaware limited liability company as successor-in-interest by merger with CALLRN Franchise LLC, a Delaware limited liability company ("we" or "us") and [_____], a(n) [_____] ("you" and together with us, the "Parties").

BACKGROUND

A. On [_____], 202[__], the Parties entered into an Assisted Living Locators Franchise Agreement (the "Franchise Agreement"), pursuant to which we granted you the right and license to open and operate an Assisted Living Locators business within the Territory defined therein (your "ALL Business").

B. You have notified us that you desire to sell your ALL Business and you have requested our assistance in effectuating the sale and transfer therefore.

C. We have agreed to assist you in your efforts to sell your ALL Business subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Background Recitals**. The statements made in the Recitals above are true and accurate and are incorporated herein.

2. **Defined Terms**. Any capitalized term that is not defined herein shall have the meaning ascribed to it in the Franchise Agreement.

3. **Term**. The term of this Agreement (the "Term") begins on the Effective Date and expires on the expiration or earlier termination of the current term of the Franchise Agreement. If the Parties renew the term of the Franchise Agreement, then the Parties may (but need not) renew the Term of this Agreement upon mutually agreeable terms and conditions.

4. **Engagement**. You hereby engage us to provide franchise brokerage services during the Term on a non-exclusive basis. We hereby accept the engagement and agree to assist you in your efforts to: (a) locate one or more qualified buyers for your ALL Business; and (b) sell your ALL Business to a qualified buyer that we approve as meeting our minimum qualifications and eligibility requirements for a franchisee. You agree that we may offer (and publicly list) your ALL Business for sale at any price equal to or greater than $[49,500].

5. **Sales Assistance**. During the Term, we agree to provide reasonable assistance in connection with your efforts to sell your ALL Business. We will utilize our current franchise recruiting system and our internal and external franchise sales network (our "Franchise Recruitment Program") in an effort to identify qualified candidates to purchase your ALL Business. We shall pre-qualify all leads to ensure they meet our minimum qualifications and eligibility requirements for franchisees. We do not represent or guaranty that our efforts to identify a qualified buyer willing to purchase your ALL Business will be successful. Under no circumstances will we have any liability to you based on the services we render pursuant to this Agreement.

6. **Your Obligations**. We will expend valuable time and resources attempting to market and sell your ALL Business. For this reason, you may not refuse any purchase offer that we present to you for a purchase price of at least $[49,500]. However, you will have an opportunity to negotiate a higher price after we introduce the potential buyer to you. You agree to cooperate with us in good faith and provide all reasonable assistance and information we request in order to effectuate the purposes of this Agreement and facilitate the sale of your ALL Business. You agree to promptly provide all

potential buyers with full access to your books and records for due diligence purposes. Throughout the Term, you agree to remain in full compliance with all terms of the Franchise Agreement. You understand that all terms in the Franchise Agreement governing transfer of your ALL Business (including payment of the transfer fee) shall apply to any sale of your ALL Business notwithstanding the execution of this Agreement.

7. **Purchase Agreement**. We assume no responsibility for preparing or negotiating the asset or stock purchase agreement between you and the buyer. You and the buyer are solely responsible for preparing and negotiating the asset or stock purchase agreement pursuant to which you will transfer ownership of your ALL Business to the buyer.

8. **Fees and Costs**. If either (a) you sell your ALL Business to a buyer solicited through our Franchise Recruitment Program or (b) we materially assist you in your efforts to sell your ALL Business to a buyer solicited by you or an unaffiliated third party, then you agree (as applicable) to: (a) reimburse us for all referral fees, commissions and other compensation we must pay to a third-party broker, referral agent, sales agent, development agent or lead generation source (a "Broker") in connection with the sale of your ALL Business (a "Broker Commission"); or (b) pay us a $10,000 resale assistance fee (the "Resale Assistance Fee") if the buyer is not procured by a Broker to whom a Broker Commission is owed in connection with the sale. You agree to pay us the Broker Commission or Resale Assistance Fee, as applicable, in one lump sum concurrently with the closing of the sale of your ALL Business to the buyer. The Broker Commission or Resale Assistance Fee, as applicable, shall be in addition to any transfer fee imposed under the Franchise Agreement.

9. **Indemnification**. Your indemnification obligation under the Franchise Agreement shall extend to and apply with respect to any damages we incur as a result of or in connection with: (a) your breach of this Agreement; or (b) your discussions, negotiations or other relationship with any potential buyer solicited through the Franchise Recruitment Program, including your breach of any agreement between you and such buyer.

10. **No Liability**. You hereby agree to hold harmless, and not assert any claims against, us, our affiliates, any of our (or our affiliates') owners, officers, employees or other representatives, or any member of our Franchise Recruitment Program, in connection with any dispute or disagreement between you and any prospective or actual buyer of your ALL Business.

11. **Default & Termination**. If you breach any obligation under this Agreement and fail to cure the breach within 10 days after notice from us, we may immediately terminate this Agreement upon notice to you and pursue any and all remedies available to us under this Agreement, the Franchise Agreement, at law or in equity. Your default under this Agreement constitutes a default under the Franchise Agreement. Similarly, your default under the Franchise Agreement constitutes a default under this Agreement.

12. **Effect of Expiration or Termination**. Upon expiration of the Term, we have no further responsibility or obligation to assist you with the sale of your ALL Business unless otherwise agreed to by both Parties in writing. If, following the expiration or termination of this Agreement, you sell your ALL Business to any person: (a) who was initially solicited through our Franchise Recruitment Program during the Term of this Agreement; and/or (b) with respect to whom we provided material assistance in connection with your sales efforts during the Term of this Agreement, then you agree to pay us the Broker Commission or Resale Assistance Fee, as applicable, set forth in §8 notwithstanding the prior termination or expiration of this Agreement.

13. **Miscellaneous**.

    (a) No Waiver. By executing this Agreement, we shall not be deemed to have: (a) waived or impaired any right, power or option granted to us under the Franchise Agreement; or (b) waived or consented to any default or breach by you under the Franchise Agreement.

(b) Effect on Franchise Agreement. All terms, conditions, covenants and representations set forth in the Franchise Agreement shall remain in full force and effect during the Term of this Agreement.

(c) Binding Nature. This Agreement shall be binding upon the Parties hereto and their respective heirs, personal representatives, successors and assigns.

(d) Time of Essence. Time is of the essence of this Agreement and of every term, covenant and condition hereof.

(e) Headings. The headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting or amplifying the provisions hereof.

(f) Governing Law. This Agreement shall be governed by, construed and enforced under the laws of the State of Arizona.

(g) Dispute Resolution. Any dispute between the Parties relating to this Agreement shall be resolved in accordance with the dispute resolution procedures set forth in the Franchise Agreement, all of which are incorporated herein by this reference.

(h) Entire Agreement; Modification. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof. This Agreement may not be modified except in a writing signed by both Parties.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document.

The Parties have executed this Agreement effective as of the Effective Date first above written.

"FRANCHISOR"

ALL Franchising, LLC, a Delaware limited liability company

By:_____
Name:_____
Title:_____

"FRANCHISEE"

[_____]

By:_____
Name:_____
Title:_____

EXHIBIT "H"

TO DISCLOSURE DOCUMENT

STATE ADDENDA
AND AGREEMENT RIDERS

[See Attached]

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS,

AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR

ALL Franchising, LLC

BACKGROUND AND PURPOSE

The following modifications are made to the Assisted Living Locators Franchise Disclosure Document ("FDD" or "Disclosure Document") issued by ALL Franchising, LLC ("we" or "us" or "franchisor") to franchisee ("you" or "franchisee") and may supersede, to the extent required by applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 202__ (the "Franchise Agreement"). When the term "Supplemental Agreements" is used, it means any area development agreement, area representative agreement, master franchise agreement, or similar agreement entered into between us and you, if applicable.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement, Supplemental Agreements and other documents related to the sale of a franchise. This State-Specific Addendum ("State Addendum") will modify these agreements to comply with the applicable state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum (but only the State Addendum for the applicable State) will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements. If you sign this State Addendum, only the terms applicable to the state or states whose franchise laws apply to your transaction will govern. If you sign this State Addendum, but none of the state franchise laws listed above applies because their jurisdictional requirements have not been met, then this State Addendum will be void and inapplicable to you.

CALIFORNIA

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the Disclosure Document.

2. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

3. Neither the franchisor nor any person or franchise broker in Item 2 of the FDD 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 persons from membership in such association or exchange.

4. The earnings claims figures 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 franchise business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information.

5. The Franchise Agreement and Supplemental Agreements require binding you to litigate in Maricopa County, Arizona with each party bearing its own costs of litigation.

6. 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 or Supplemental Agreement restricting venue to a forum outside the State of California.

7. The Franchise Agreement and Supplemental Agreements require application of the laws of Arizona. This provision may not be enforceable under California law.

8. The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

9. The Franchise Agreement and Supplemental Agreements may contain a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

10. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

11. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

12. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

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

14. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT https://dfpi.ca.gov/.

[Signature page follows at end of exhibit]

HAWAII

1. The following is added to the Cover Page:

   THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

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

   OUR DECEMBER 31, 2021 AUDITED FINANCIAL STATEMENTS SHOW THAT WE HAD NET WORTH EQUITY OF ($1,241,848) AS OF DECEMBER 31, 2021.

   THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

2. As a condition of registration, we have agreed to defer payment of the initial franchise fee payable from Hawaii franchisees until the Hawaii franchisee begins operating.

3. Our registered agent in the state authorized to receive service of process:

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

4. The states in which this filing is effective are listed on the Exhibit to the FDD titled “State Effective Dates”.

5. The states in which this filing is or will be shortly on file include the following: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, Rhode Island, Virginia, Washington and Wisconsin.

6. The states, if any, which have refused, by order or otherwise, to register these franchises include the following: None.

7. The states, if any, which have revoked or suspended the right to offer these franchises include the following: None.

8. The states, if any, in which the filing of these franchises has been withdrawn include the following: None.

[Signature page follows at end of exhibit]

ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Disclosure Document and the Franchise Agreement and Supplemental Agreements are amended as follows:

1. Illinois law shall apply to and govern the Franchise Agreement and Supplemental Agreements.

2. In accordance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement and Supplemental Agreements that designated jurisdiction and venue in a forum outside of the State of Illinoi is void.

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

4. 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.

5. All fees referenced in the Franchise Agreement are subject to deferral pursuant to order of the Illinois Attorney General's Office. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the franchised business. The Illinois Attorney General's Office imposed this deferral requirement due to franchisor's financial condition.

6. The Franchise Agreement and Supplemental Agreements are amended to state the following:

   To the extent that any provision in the Illinois State Addendum is inconsistent with any provision in this Agreement, the provision in the Illinois State Addendum shall control.

[Signature page follows at end of exhibit]

INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement and Supplemental Agreements are amended as follows:

1. The laws of the State of Indiana supersede any provisions of the Disclosure Document, Franchise Agreement and Supplemental Agreements if such provisions are in conflict with Indiana law.

2. The Franchise Agreement and Supplemental Agreements are amended to provide that such agreements will be construed in accordance with the laws of the State of Indiana.

3. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, is deleted from any Franchise Agreement and Supplemental Agreement issued in the State of Indiana.

4. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement or Supplemental Agreement (as applicable), shall supersede the provisions of the Franchise Agreement or Supplemental Agreement (as applicable) in the State of Indiana to the extent they may be inconsistent with such prohibition.

5. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the Disclosure Document, the Franchise Agreement and Supplemental Agreements are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

   > Notwithstanding any such termination, and in addition to the obligations of the franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the franchisee nevertheless shall be, continue and remain liable to franchisor for any and all damages which franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the franchisee for the unexpired Term of the Franchise Agreement.
   >
   > At the time of such termination of the Franchise Agreement, the franchisee covenants to pay to franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the franchisee's right to a trial on any of the above matters.

6. No release language set forth in the Disclosure Document or Franchise Agreement or Supplemental Agreement shall relieve franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana. Any provision in the Franchise Agreement or Supplemental Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

[Signature page follows at end of exhibit]

MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law"), the Disclosure Document is amended as follows:

1. Item 17 of the Disclosure Document is amended to add the following:

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

    b. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

    d. In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

    e. The Franchise Agreement and Supplemental Agreements provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

2. The Franchise Disclosure Questionnaire, which is attached as an Exhibit to the Disclosure Document, is amended as follows:

    All representations requiring prospective franchisees to assent to the release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

In recognition of the requirements of the Maryland Franchise Law, the Franchise Agreement and Supplemental Agreements are amended to add the following:

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

2. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

3. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Law.

4. The Franchise Questionnaire that you completed in connection with your application for the franchise requires you, as a prospective franchisee, to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Law as a condition to your purchase of the franchise. Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.

5. Any acknowledgements or representations by you that disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Law.

6. Nothing in the Franchise Agreement, Supplemental Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

7. The Maryland Securities Commissioner has imposed a fee deferral requirement because of the Franchisor's financial condition. Accordingly, Item 5 of the Franchise Disclosure Document and Section 7.1 of the Franchise Agreement are amended to provide that payment of all initial fees is deferred until after franchisor's pre-opening obligations are complete and franchisee is open for business.

[Signature page follows at end of exhibit]

MICHIGAN

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

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

(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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

[Signature page follows at end of exhibit]

MINNESOTA

In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. Minnesota Rule 2860.4400(D) prohibits us from requiring you to assent to a general release.

2. We will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement or Supplemental Agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statues, chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. In addition, we will comply with the provisions of Minnesota Rule 2860.4400(J), which state that you cannot waive any rights, you cannot consent to our obtaining injunctive relief, we may seek injunctive relief, and a court will determine if a bond if required.

4. We will comply with Minnesota Statute Section 80C.12, Subd. 1(g), which requires that we protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. We will comply with Minnesota Statute Section 80C.17, Subd. 5 regarding limitation of claims.

[Signature page follows at end of exhibit]

NEW YORK

In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§680 through 695, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. The following information is added to the cover page of the 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, 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 of the Disclosure Document:
   Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

   civil or misdemeanor allegations.

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

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

   D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such

association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c) of the Disclosure Document, titled "**Requirements for franchisee to renew or extend**," and Item 17(m) of the Disclosure Document, 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) of the Disclosure Document, 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) of the Disclosure Document, titled "Choice of forum", and Item 17(w) of the Disclosure Document, 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 page follows at end of exhibit]

RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act (the "Rhode Island Franchise Law"), the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Rhode Island Franchise Law. This provision does not apply to the settlement of disputes, claims, or civil lawsuits brought under the Rhode Island Franchise Law.

2. Section 19-28.1-14 of the Rhode Island Franchise Law 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." If a claim is enforceable under the Rhode Island Franchise Law, we will not restrict jurisdiction or venue to a forum outside the State of Rhode Island or require the application of the laws of another state.

3. We will not prohibit you from joining a trade association or association of franchisees. We will not retaliate against you for engaging in these activities.

4. Any provision in the Franchise Agreement that limits the time period in which you may assert a legal claim against us under the Rhode Island Franchise Law is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Rhode Island Franchise Law. Notwithstanding the foregoing, if a rescission offer has been approved by the Rhode Island director of business registration, then the statute of limitations is ninety (90) days after your receipt of the rescission offer.

[Signature page follows at end of exhibit]

VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. Item 17 of the Disclosure Document is amended to add the following:

   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 or Supplemental 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/area developer to surrender any right given to him under the applicable agreement.

2. If any provision of the Franchise Agreement or any Supplemental Agreement involves the use of undue influence by the franchisor to induce a franchisee/area developer to surrender any rights given to him under the applicable agreement, that provision may not be enforceable.

3. We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Virginia Retail Franchising Act.

4. Any provision in the Franchise Agreement or Supplemental Agreement that limits the time period in which you may assert a legal claim against us under the Virginia Retail Franchising Act is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Virginia Retail Franchising Act.

5. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it shall be unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement or Supplemental 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.

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

[Signature page follows at end of exhibit]

WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

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

2. RCW 19.100.180 may supersede the Franchise Agreement and Supplemental Agreements 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 and Supplemental Agreements in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

4. 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.

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

6. 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.

7. 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.

8. The following Risk Factor is added to the State Cover Page: THE FRANCHISOR HAS LIMITED FINANCIAL RESOURCES WHICH MIGHT NOT BE ADEQUATE TO FUND ITS PRE-OPENING OBLIGATIONS TO EACH FRANCHISEE AND PAY OPERATING EXPENSES.

9. The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and Supplemental Agreement (if applicable) and the franchise is open for business.

10. RCW 19.100.180(1) states that "the parties shall deal with each other in good faith. Section 25.9 of the Franchise Agreement shall not apply in Washington.

[Signature page follows at end of exhibit]

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement and Supplement Agreements (if applicable) if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

[Signature page follows at end of exhibit]

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states ("**Addenda**") is checked as an "Applicable Addenda" below, then that Applicable Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreements (if applicable) and any other specified agreement(s) entered into by us and the undersigned franchisee. To the extent any terms of an applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreement (if applicable) and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐ California	☐ Michigan	☐ South Dakota
☐ Hawaii	☐ Minnesota	☐ Virginia
☐ Illinois	☐ New York	☐ Washington
☐ Indiana	☐ North Dakota	☐ Wisconsin
☐ Maryland	☐ Rhode Island	

Dated: _____, 202____

FRANCHISOR:

ALL Franchising, LLC

By: _____

Title: _____

FRANCHISEE:

_____

By: _____

Title: _____

EXHIBIT "I"

TO DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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 "J"

TO DISCLOSURE DOCUMENT

RECEIPTS

[See Attached]

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If ALL Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. You must also receive a franchise agreement containing all material terms at least 5 business days before you sign a franchise agreement.

If ALL Franchising, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

____ Angela Olea; 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251; (480) 332-5884

____ Tom Ingle; 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251; (949) 498-4104

____ Jason Wiedder; 270 State Street, Hackensack, New Jersey 07601 (800) 267-7816

____ _____

Issuance Date: April 26, 2023

ALL Franchising, LLC's agent to receive service of process is listed in EXHIBIT "B" to this Disclosure Document. I received a Franchise Disclosure Document that included the following Exhibits:

EXHIBIT "A"	STATE AGENCIES AND ADMINISTRATORS
EXHIBIT "B"	FRANCHISORS AGENT FOR SERVICE OF PROCESS
EXHIBIT "C"	FRANCHISE AGREEMENT
EXHIBIT "D"	TABLE OF CONTENTS OF BRAND STANDARDS MANUAL
EXHIBIT "E"	LIST OF FRANCHISEES
EXHIBIT "F"	FINANCIAL STATEMENTS
EXHIBIT "G"	OTHER AGREEMENTS
EXHIBIT "G"-1	FRANCHISEE DISCLOSURE QUESTIONNAIRE
EXHIBIT "G"-2	GENERAL RELEASE
EXHIBIT "G"-3	ALL-IN USER AGREEMENT AND PRIVACY POLICY
EXHIBIT "G"-4	HIPAA BUSINESS ASSOCIATE AGREEMENT
EXHIBIT "G"-5	POWER OF ATTORNEY – TELEPHONE AND INTERNET
EXHIBIT "G"-6	SAMPLE CLIENT CONTRACT
EXHIBIT "G"-7	FRANCHISE RESALE AGREEMENT
EXHIBIT "H"	STATE ADDENDA AND AGREEMENT RIDERS
EXHIBIT "I"	STATE EFFECTIVE DATES
EXHIBIT "J"	RECEIPTS

_____
Print Name

_____ _____
Date (Signature) Prospective Franchise Owner

_____

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to ALL Franchising, LLC.)

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If ALL Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. You must also receive a franchise agreement containing all material terms at least 5 business days before you sign a franchise agreement.

If ALL Franchising, 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

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EXHIBIT "E"	LIST OF FRANCHISEES
EXHIBIT "F"	FINANCIAL STATEMENTS
EXHIBIT "F-2"	GUARANTEE OF PERFORMANCE
EXHIBIT "G"	OTHER AGREEMENTS
EXHIBIT "G"-1	FRANCHISEE DISCLOSURE QUESTIONNAIRE
EXHIBIT "G"-2	GENERAL RELEASE
EXHIBIT "G"-3	ALL-IN USER AGREEMENT AND PRIVACY POLICY
EXHIBIT "G"-4	HIPAA BUSINESS ASSOCIATE AGREEMENT
EXHIBIT "G"-5	POWER OF ATTORNEY – TELEPHONE AND INTERNET
EXHIBIT "G"-6	SAMPLE CLIENT CONTRACT
EXHIBIT "G"-7	FRANCHISE RESALE AGREEMENT
EXHIBIT "H"	STATE ADDENDA AND AGREEMENT RIDERS
EXHIBIT "I"	STATE EFFECTIVE DATES
EXHIBIT "J"	RECEIPTS

Print Name

Date

(Signature) Prospective Franchise Owner

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to ALL Franchising, LLC.)