(Maryland)

FRANCHISE DISCLOSURE DOCUMENT
CHEFS FOR SENIORS FRANCHISING, LLC

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The franchisee will engage in the business of owning and operating a business that provides home-prepared nutritious meals and companionship to the elderly through a unique in-home service model.

The total investment necessary to begin operation of the franchise in a "Basic Territory" is $16,925 - $26,830. This includes $9,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of the franchise in an "Extended Territory" is $21,245- $32,250. This includes $13,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of the franchise in a "Regional Territory" is $23,745 - $35,000. This includes $15,000 that must be paid to the franchisor or affiliate.

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

We furnish the Disclosure Document via email with a PDF attachment. To discuss the criteria needed in order to receive our Disclosure Document before you meet with the Franchisor in person, contact Barrett Allman at 2169 Southern Ct., Cottage Grove, WI 53527, phone: 844-237-2433 ext. 4.

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. You can contact the FTC at 1-888-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: March 29, 2024.

STATE COVER PAGES

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits D and 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 J 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 Chefs For Seniors business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Chefs For Seniors franchisee?	Item 20 or Exhibits D and E list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Dane County, Wisconsin. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Wisconsin than in your own state.
2. **Sales Performance Requirement.** 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. **Mandatory Minimum Payment.** You must make mandatory minimum royalty payments or advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.
4. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

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

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

To simplify the language in this Franchise Disclosure Document, the Franchisor, Chefs For Seniors Franchising, LLC will be identified as "CFSF" or "We" or "Franchisor." "You" means the legal entity and its owners (collectively), who buy the franchise to own and operate a Chefs For Seniors Franchised Business.

CFSF, a Wisconsin limited liability company formed on June 6, 2017, is in the business of selling franchises under the name "Chefs For Seniors." CFSF's primary business is offering and selling franchises. The agents for service of process of CFSF are listed on Exhibit G.

CFSF's Parent Company

Our parent is Chefs For Seniors, Inc. ("CFSI"). Chefs For Seniors, LLC, was a limited liability company organized in Wisconsin on June 13, 2013. In May of 2016, Chef for Seniors, LLC converted to a Delaware corporation under the name Chefs For Seniors, Inc. The principal address and telephone number of CFSI are the same as ours.

CFSF's Predecessors

CFSF has no predecessors that must be disclosed in this disclosure document.

CFSF's Affiliates

CFSI is both our parent and our affiliate. CFSI has since August of 2013 to the present operated a Chefs For Seniors business in Wisconsin, Illinois, and Florida. CFSI owns the trademarks and service marks "Chefs For Seniors." CFSF has entered into a License Agreement dated June 14, 2017 with Chefs For Seniors, Inc. ("Licensor") to operate a franchise company whose franchisees conduct businesses under the trademarks and service marks "Chefs For Seniors," plus logos, designs, and such other trademarks, service marks and commercial symbols ("Marks") as we may authorize, and the Proprietary System developed by CFSI.

The principal place of business of Chefs For Seniors Franchising, LLC and Chefs For Seniors, Inc. is 2169 Southern Ct., Cottage Grove, WI 53527.

Description of the Franchise

The Franchisees, themselves or through hired chefs ("Chef"), plan and prepare menus with their elderly Clientele ("Clients"), which are customized to their unique tastes and dietary concerns. The Franchisees meet with their Clients according to a schedule determined by the Franchisee and the Client, typically weekly, bi-weekly, or as needed. The day the Franchisees meet with their Clients is called the "Service Day." On the Service Day, the Chef shops at a local grocery store and purchases all necessary ingredients to prepare the menu items for the Client. The Chef takes those ingredients, along with a "toolbox" of kitchen equipment, into the Client's home and prepares make-ahead meals during a two (2)-hour visit. While in the home, the Chefs provide companionship and make the experience enjoyable for the Client. Once the meals are prepared, the Chef packages them in containers, labels them, and stores them in the Client's refrigerator

and/or freezer. Then, the Chef plans the Client's menu for the following Service Day.

The franchised businesses ("Franchised Businesses") will be operated in accordance with our required formats, systems, methods of distribution, standards and procedures, and trade dress, all of which we may improve, further develop or otherwise modify from time to time ("System").

A "Basic Territory" consists of approximately 50,000 people over the age of 62, an "Extended Territory" consists of approximately 100,000 50,000 people over the age of 62, and a "Regional Territory" consists of approximately 150,000 50,000 people over the age of 62. The size of your Territory will determine your initial Franchise Fee and other aspects of your obligations under the Franchise Agreement.

The market for the Chefs For Seniors services include 50,000 people over the age of 62 who live on their own and who struggle to prepare meals for themselves.

The market for our services is emerging, as food preparation services for people over the age of 62 are becoming more in demand. You will be in competition with others who offer and provide meals to persons in their homes. We are not aware of any other businesses catered to people over the age of 62 that offer customized meal preparation in the homes of the clients. However, you may be in competition with meal delivery services such as Seattle Sutton's, Meals on Wheels, and restaurants that offer delivery service. In addition, some non-medical home care agencies will offer meal preparation as part of their companion services.

There are no regulations specific to our business. You must comply with all local, state and federal health and sanitation laws in operating your Chefs For Seniors Franchised Business. As a preparer of food and beverage items, your activities are regulated by, and you are solely responsible for complying with, at your own expense, laws relating to food safety, including having a current food handler's license. You may be regulated by the Food and Drug Administration ("FDA") and the United States Department of Agriculture and those federal and state laws and regulations relating to food handling and preparation. You should consult your own attorney to determine which laws apply to you.

Franchisee must be a corporate entity, partnership, or limited liability company. All individuals who have an ownership interest in the Franchisee entity must personally guarantee the obligations of Franchisee.

CFSF's Franchising and Licensing History

CFSF has never operated a business of the type to be operated by you. CFSF began offering Chefs For Seniors franchises in June of 2017.

Affiliates' Franchising History

CFSI has never offered a franchise business of the type to be operated by you or in any other line of business. Since August of 2013, CFSI has conducted a business of the type to be operated by you, with a corporate location in Madison, WI.

ITEM 2. BUSINESS EXPERIENCE

Manager and Co-Founder – **BARRETT E. ALLMAN**

Mr. Allman has been Manager and Co-Founder of Chefs For Seniors Franchising, LLC in Cottage Grove, Wisconsin, since June 2017 and has been Chief Executive Officer of Chefs For Seniors, Inc. in Cottage Grove, Wisconsin since September 2016.

Manager and Co-Founder – **NATHAN J. ALLMAN**

Mr. Allman has been Manager and Co-Founder of Chefs For Seniors Franchising, LLC in Cottage Grove, Wisconsin since June 2017 and has also served as Chief Operating Officer of Chefs For Seniors, Inc. in Cottage Grove, Wisconsin since May 2016.

Manager and Co-Founder – **LISA J. ALLMAN**

Ms. Allman has been Manager and Co-Founder for Chefs For Seniors Franchising, LLC in Cottage Grove, Wisconsin since June 2017 and has also served as Manager of Chefs For Seniors, Inc. in Cottage Grove, Wisconsin since May 2016.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

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ITEM 5. INITIAL FEES

Your initial Franchise Fee depends on the size of your Territory. A "Basic Territory" consists of approximately 50,000 people over the age of 62, an "Extended Territory" consists of approximately 100,000 people over the age of 62, and a "Regional Territory" consists of approximately 150,000 people over the age of 62.

The initial Franchise Fee for each Territory size is as follows:

$9,000 for a Basic Territory

$13,000 for an Extended Territory

$15,000 for a Regional Territory

The initial franchise fee is fully earned by us upon payment, and is non-refundable, with one exception. The only circumstance under which the initial franchise fee is refundable is if we determine during or following training that (i) you have not completed training to our satisfaction, or (ii) you do not have the personal abilities, aptitudes, or attitude we require. In that event, we may terminate this Agreement, and shall promptly return to you the initial franchise fee you paid.

In our most recent fiscal year (2023), we did not vary the initial franchise fee for any franchisees.

Discounts

We offer all qualifying veterans a discount of 10% from the Initial Franchise Fee off your first Franchised Business. To qualify for this program, you must be a veteran who has received an honorable discharge from the U.S. Military, and you must provide a copy of your form DD 214 showing your status as a veteran.

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ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	8% of Gross Revenues, subject to a Minimum Royalty (Note 1)	By the 10th day of each month for the preceding month.	Gross Revenues mean the entire amount of all gross sales and business receipts, including direct or indirect barter transactions, catering accounts, proceeds of business interruption insurance policies, arising out of the operation of the Franchised Business, or through or by means of the business conducted in connection therewith, whether for cash or credit, but excluding: (1) sales, use, or service taxes collected from Clients and paid to the appropriate taxing authority; and (2) all bona fide Client refunds and approved rebates, discounts and allowances. Gross Revenues excludes cash tips and reimbursements paid to you by your Clients for groceries and containers. We may access your Client database at any time to Client scheduling to verify your Client appointments. You must make payments by electronic bank draft. Note that if you fail to submit required sales reports, we reserve the right to withdraw a Royalty Fee based on the average Gross Revenues for the last two reported months, plus ten percent (10%).
Grand Opening Advertising Fee	$5,000	Within the first 12 months of operation.	Within the first 12 months of the operation of the Franchised Business, you must pay us at least $5,000 to cover the cost of us running digital ads on your behalf through our Local Digital Ads Program (see Item 11).
Email Account Fee	Then-currently monthly fee; currently $7.20/month	By the 10th day of each month for the current month.	This fee is for your Chefs For Seniors email account.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	$3,000.00	Before transfer.	Payable if you sell a controlling interest in your franchise. If a proposed sale is not completed, you must reimburse us for our reasonable expenses relating to the transfer request.

Type of Fee	Amount	Due Date	Remarks
Additional Fee if You Transfer to our Existing Prospect	10% of Sale Price, not to exceed our then-current initial Franchise Fee	Before transfer.	Payable if you transfer your franchise to a person with whom we had prior contact with respect to a franchise opportunity.
Document Name Change Fee	$250	Upon our approval to change Franchisee's name on Franchise Agreement.	Payable if you request and we approve any alteration, addition, or modification in the name or identity of the Franchisee on your Franchise Agreement.

Type of Fee	Amount	Due Date	Remarks
Renewal Fee	$1,000.00	30 days after billing.	Payable if you renew your franchise at the end of the initial term.
Additional Blocks	$7,500 per additional Block purchased.	As incurred.	Payable if you purchase an additional territory Blocks from us. A "Block" is defined as a geographic area containing approximately 50,000 Seniors.
Software License Fee	Not determined.	Not determined	If in the future we develop proprietary software, you may be required to pay a software license fee.
Fee for Default in Paying Fees	$50 per day	Beginning on 5th day after default	You must pay us a $50 per day fee if you fail to pay amounts when due.
Fee for Default in Reporting Gross Revenues	$50 per day	Beginning on 5th day after default	You must pay us a $50 per day fee if you fail to report Gross Revenues. You must report your Gross Sales electronically (email).
Fee for Default in Furnishing proof or insurance or financial statements	$100 per day	Beginning on 15th day after default	You must pay us a $100 per day fee if you fail to furnish us the proof of insurance or the financial statements and/or tax returns by the stated deadlines.
Fee for Failure to Wear Chefs For Seniors Uniforms	$200 per day	Beginning on the 1st day of default	You must pay us a $200 per day fee if you or your employed chefs fail to wear the required Chefs For Seniors Uniforms while conducting the Franchised Business. "Conducting the Franchised Business" includes shopping for Clients' groceries and preparation of meals within Clients' homes.
Assessment for Electronic bank draft being Dishonored	$25 or $50	On demand	You must pay a $25 assessment fee for each of the 1st 3 times in any calendar year an electronic bank draft we attempt is dishonored, due to insufficient funds or a change in your bank account; after the 1st 3 transactions per calendar year, the assessment fee is $50 each.

Type of Fee	Amount	Due Date	Remarks
Audit	Cost of examination or audit, including charges of independent accountants and travel expenses, room and board, compensation of our employees.	30 days after billing.	If audit is necessary due to your failure to furnish reports or if audit shows an under-reporting of 2% or more of Gross Revenues.
Failure to Report	Estimated royalty fee based on the average gross sales for the last two (2) reported months, plus 10%.	As incurred.	If you fail to report Gross Revenues for two (2) consecutive months.
Interest	Lower of 1.5% per month or highest contract rate allowed by law.	Upon billing.	On late payments. We may compound interest on a monthly basis.
Attorneys' Fees and Costs	Varies.	As incurred.	Payable to us if we prevail in any action.
Indemnification	Varies.	As incurred.	You must reimburse us for any liability or cost we incur by reason of your operation of the Franchised Business or your offer or sale of securities.
Reimbursement for Insurance	Cost of insurance plus a 20% administrative fee.	On demand.	Payable only if we pay your premium when you fail to do so.
Liquidated Damages	$1.000.00 flat fee plus applicable attorney and/or collection fees.	On demand	Payable if you terminate without good cause, if we terminate for cause, you abandon your Franchised Business or you transfer it without our consent
Royalty Fee After Franchise Expires	12% of Gross Revenues.	By the 10th day of each month for the preceding month.	If you fail to sign the Renewal Franchise Agreement after the expiration of the Initial Term, and you continue to accept any of the benefits of the franchise, you must pay us a royalty fee equal to 12% of your Gross Revenues.

Note 1: Minimum Royalties. Beginning with your 13th month of your Franchised Business, you must pay the greater of 8% of the Gross Revenues, or a Minimum Royalty of $150.

All fees are imposed by and are payable to us. All fees are non-refundable. All fees apply to each of the franchises offered unless so noted.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Basic Territory[12]

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee	$9,000	Lump sum	When you sign the Franchise Agreement	Us
Travel and Living Costs while Training[1]	$750 - $2,000	As arranged	As agreed	Transportation lines, hotels, restaurants
Equipment, Signage, Furniture, and Fixtures[2]	$250 - $750	As incurred	As agreed	Approved Suppliers
Security Deposit and Rent (1st 3 months) [3]	$0 - $1,800	As arranged	As arranged	Lessor
Vehicle (1st 3 months)([4]	$0 - $1,500	As incurred	As arranged	Lessor or vendor
Leasehold Improvements[5]	$0 - $200	As incurred	As agreed	Contractors
Computer Systems [6]	$300 - $1,600	As arranged	As agreed	Suppliers
Marketing Starter Suppliers[7]	$500 - $1,000	As arranged	As arranged	Third Party Suppliers
Uniforms[8]	$70 - $150	As arranged	As arranged	Third Party Suppliers
Utility Deposits[9]	$0 - $150	As arranged	As arranged	Municipalities
Insurance	$180	As arranged	As arranged	Insurance Company
Grand Opening Advertising	$5,000	As incurred	Within the first 12 months of opening.	Us
Entity Formation[10]	$200 - $1,200	As incurred	As agreed	Your state registration agency
Licensing	$175 - $300	Varies	As incurred	Certification Agency
Additional Funds (1st 3 months)[11]	$500 - $2,000	As incurred	As incurred	You determine
TOTALS	$16,925 - $26,830			

The payments in the table above are non-refundable.

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NOTES:

(1) Travel and Living Costs while Training

We do not charge you an additional fee for your initial training. You are responsible for transportation and paying the expenses for your meals and lodging while you attend the training program. These costs will depend on your method of transportation, airfare costs (if applicable), whether you rent a car, and the type of accommodations you choose.

(2) Equipment, Signage, Furniture and Fixtures

The lower range assumes that you will not lease a commercial space and the higher range assumes that you will.

(3) Security Deposit and Rent (1st 3 months)

You are not required to operate your Franchised Business out of a commercial space. If you choose to do so, the cost of the security deposit and 1st 3 months' rent will vary depending upon the size, condition and location of the premises and terms negotiated with the lessor. The estimate is based on a square footage of 150 square feet.

(4) Vehicle (1st 3 months)

The lower range assumes you will use your existing vehicle. The higher range includes initial monthly payments for a leased vehicle or loan payments for a vehicle you purchase.

(5) Leasehold Improvements

You are not required to operate your Franchised Business out of a commercial space. If you choose to do so, the cost of leasehold improvements will vary depending upon the size, condition and location of the premises, price differences between suppliers and terms negotiated with the lessor. The estimate is based on a square footage of 150 square feet.

(6) Computer Systems

You must have a working laptop computer with Microsoft Office and antivirus software, a working smartphone, and high-speed internet access. The low end of this range assumes that you already have all of these items. The high end of this range assumes that you will need to purchase either used or new versions of these items.

(7) Marketing Starter Supplies

You are required to purchase brochures, business cards, flyers, door hangers, vertical banners, postcards and car magnets. The cost will depend on the quantity and type of materials ordered.

(8) Uniforms

The cost will depend on the quantity and style of uniforms you purchase. Typically, franchisees may purchase approximately two uniforms for the low estimate and approximately five uniforms for the high estimate.

(9) Utility Deposit

The lower range assumes that you will not lease a commercial space and the higher range assumes that you will.

(10) Entity Formation

The cost of entity formation varies by state. The higher range assumes that you will hire an attorney to form your entity.

(11) Additional Funds - 3 Months

This estimate covers business operating costs including payroll and other initial costs and expenses for the first 3 months. These figures do not include draw or salary for you. You should have additional sources for payment of personal living expenses.

These figures are estimates and we cannot guarantee that you will not have additional expenses in starting your franchise. We have compiled these estimates based on the costs from company-owned businesses.

(12) Financing

Neither the Franchisor or any Affiliate finances any portion of the initial investment.

The remainder of this page is left blank intentionally.

Extended Territory[12]

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee	$13,000	Lump sum	When you sign the Franchise Agreement	Us
Travel and Living Costs while Training[1]	$750 - $2,000	As arranged	As agreed	Transportation lines, hotels, restaurants
Equipment, Signage, Furniture, and Fixtures[2]	$400 - $1,000	As incurred	As agreed	Approved Suppliers
Security Deposit and Rent (1st 3 months) [3]	$0 - $2,400	As arranged	As arranged	Lessor
Vehicle (1st 3 months)[4]	$0 - $1,500	As incurred	As arranged	Lessor or vendor
Leasehold Improvements[5]	$0 - $200	As incurred	As agreed	Contractors
Computer Systems [6]	$350 - $2,000	As arranged	As agreed	Suppliers
Marketing Starter Suppliers[7]	$500 - $1,000	As arranged	As arranged	Third Party Suppliers
Uniforms[8]	$70 - $150	As arranged	As arranged	Third Party Suppliers
Utility Deposits[9]	$0 - $200	As arranged	As arranged	Municipalities
Insurance	$300	As arranged	As arranged	Insurance Company
Grand Opening Advertising	$5,000	As incurred	Within the first 12 months of opening.	Us
Entity Formation [10]	$200 - $1,200	As incurred	As agreed	Your state registration agency
Licensing	$175 - $300	Varies	As incurred	Certification Agency
Additional Funds (1st 3 months)[11]	$500 - $2,000	As incurred	As incurred	You determine
TOTALS	$21,245- $32,250			

The payments in the table above are non-refundable.

NOTES:

(1) Travel and Living Costs while Training

We do not charge you an additional fee for your initial training. You are responsible for transportation and paying the expenses for your meals and lodging while you attend the training program. These costs will depend on your method of transportation, airfare costs (if applicable), whether you rent a car, and the type of accommodations you choose.

(2) Equipment, Signage, Furniture and Fixtures

The lower range assumes that you will not lease a commercial space and the higher range assumes that you will.

(3) Security Deposit and Rent (1st 3 months)

You are not required to operate your Franchised Business out of a commercial space. If you choose to do so, the cost of the security deposit and 1st 3 months' rent will vary depending upon the size, condition and location of the premises and terms negotiated with the lessor. The estimate is based on a square footage of 150 square feet.

(4) Vehicle (1st 3 months)

The lower range assumes you will use your existing vehicle. The higher range includes initial monthly payments for a leased vehicle or loan payments for a vehicle you purchase.

(5) Leasehold Improvements

You are not required to operate your Franchised Business out of a commercial space. If you choose to do so, the cost of leasehold improvements will vary depending upon the size, condition and location of the premises, price differences between suppliers and terms negotiated with the lessor. The estimate is based on a square footage of 150 square feet.

(6) Computer Systems

You are required to have a working laptop computer with Microsoft Office and antivirus software, a working smartphone, and high-speed internet access. The low end of this range assumes that you already have all of these items. The high end of this range assumes that you will need to purchase either used or new versions of these items.

(7) Marketing Starter Supplies

You are required to purchase brochures, business cards, flyers, door hangers, vertical banners, postcards and car magnets. The cost will depend on the quantity and type of materials ordered.

(8) Uniforms

The cost will depend on the quantity and style of uniforms you purchase.

(9) Utility Deposit

The lower range assumes that you will not lease a commercial space and the higher range assumes that you will.

(10) Entity Formation

The cost of entity formation varies by state. The higher range assumes that you will hire an attorney to form your entity.

(11) Additional Funds - 3 Months

See Note #11 under the Item 7 Table for a Basic Territory, above.

(12) Financing

Neither the Franchisor or any Affiliate finances any portion of the initial investment.

The remainder of this page is left blank intentionally.

Regional Territory[12]

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Paid
Initial Franchise Fee	$15,000	Lump sum	When you sign the Franchise Agreement	Us
Travel and Living Costs while Training[1]	$750 - $2000	As arranged	As agreed	Transportation lines, hotels, restaurants
Equipment, Signage, Furniture, and Fixtures[2]	$700 - $1,400	As incurred	As agreed	Approved Suppliers
Security Deposit and Rent (1st 3 months) [3]	$0 - $2,400	As arranged	As arranged	Lessor
Vehicle (1st 3 months)[4]	$0 - $1,500	As incurred	As arranged	Lessor or vendor
Leasehold Improvements[5]	$0 - $200	As incurred	As agreed	Contractors
Computer Systems [6]	$400 - $2,200	As arranged	As agreed	Third Party Suppliers
Marketing Starter Supplies[7]	$500 - $1,000	As arranged	As arranged	Third Party Suppliers
Uniforms[8]	$70 - $150	As arranged	As arranged	Third Party Suppliers
Utility Deposits[9]	$0 - $200	As arranged	As arranged	Municipalities
Insurance	$450	As arranged	As arranged	Insurance Company
Grand Opening Advertising	$5,000	As incurred	Within the first 12 months of opening.	Us
Entity Formation[10]	$200 - $1,200	As incurred	As agreed	Your state registration agency
Licensing	$175 - $300	Varies	As incurred	Certification Agency
Additional Funds (1st 3 months)[11]	$500 - $2,000	As incurred	As incurred	You determine
TOTALS	$23,745 - $35,000			

The payments in the table above are non-refundable.

NOTES:

(1) Travel and Living Costs while Training

We do not charge you an additional fee for your initial training. You are responsible for transportation and paying the expenses for your meals and lodging while you attend the training program. These costs will depend on your method of transportation, airfare costs (if applicable), whether you rent a car, and the type of accommodations you choose.

(2) Equipment, Signage, Furniture and Fixtures

The lower range assumes that you will not lease a commercial space and the higher range assumes that you will.

(3) Security Deposit and Rent (1st 3 months)

You are not required to operate your Franchised Business out of a commercial space. If you choose to do so, the cost of the security deposit and 1st 3 months' rent will vary depending upon the size, condition and location of the premises and terms negotiated with the lessor. The estimate is based on a square footage of 150 square feet.

(4) Vehicle (1st 3 months)

The lower range assumes you will use your existing vehicle. The higher range includes initial monthly payments for a leased vehicle or loan payments for a vehicle you purchase.

(5) Leasehold Improvements

You are not required to operate your Franchised Business out of a commercial space. If you choose to do so, the cost of leasehold improvements will vary depending upon the size, condition and location of the premises, price differences between suppliers and terms negotiated with the lessor. The estimate is based on a square footage of 150 square feet.

(6) Computer Systems

You are required to have a working laptop computer with Microsoft Office and antivirus software, a working smartphone, and high-speed internet access. The low end of this range assumes that you already have all of these items. The high end of this range assumes that you will need to purchase either used or new versions of these items.

(7) Marketing Starter Supplies

You are required to purchase brochures, business cards, flyers, door hangers, vertical banners, postcards and car magnets. The cost will depend on the quantity and type of materials ordered.

(8) Uniforms

The cost will depend on the quantity and style of uniforms you purchase.

(9) Utility Deposit

The lower range assumes that you will not lease a commercial space and the higher range assumes that you will.

(10) Entity Formation

The cost of entity formation varies by state. The higher range assumes that you will hire an attorney to form your entity.

(11) Additional Funds - 3 Months

See Note #11 under the Item 7 Table for a Basic Territory, above.

(12) Financing

Neither the Franchisor or any Affiliate finances any portion of the initial investment.

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ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

As of the issuance date of this disclosure document we do not have any proprietary items or private label items. If we develop proprietary items or private label items, you must obtain all your proprietary items and private label items from us or our designated supplier. You must obtain Jobber software for schedule your clients from www.getjobber.com. Your Jobber account will be connected to our account.

In addition, you must use the following approved suppliers:

Gusto or QuickBooks Payroll for payroll;

ServSafe for Food Manager certification;

Veracity Insurance Solutions, LLC for business liability insurance;

Vistaprint for marketing materials.

You must purchase food items from established grocery businesses that have permanent retail space. You are prohibited from purchasing food items from farmers markets, bulk unbranded food distributors, or mail order companies (e.g. Amazon).

We are currently an approved supplier, but not the only approved supplier, of local advertising, marketing and promotion through our Local Digital Ads Program (See Item 11). We will pay the total amount you contribute to the Local Digital Ads Program (either the Grand Opening Advertising Fee or other amounts you choose to contribute) directly to providers of digital advertising (e.g. Google, Facebook).

You must use other items, materials and supplies that conform to our minimum specifications and quality standards and/or are purchased from suppliers we approve from time to time (which may include us and/or our Affiliates). We provide our specifications and quality standards in our Operations Manual.

We may furnish you sample recipes and menus for you to use in your Franchised Business, but you are not required to use them. You may develop your own recipes and menus.

As of the date of this Franchise Disclosure Document, there are no other goods, services, supplies, fixtures, equipment, inventory, computer systems or real estate which you must purchase from us or any designees. However, we reserve the right to require you to purchase additional items from us or our designated source in the future. We or our affiliates may derive revenue or other material consideration from your purchases from us or our designated source in the future.

In our fiscal year ended December 31, 2023, neither we nor our affiliate derived revenue from the purchase of goods and services by our Franchisees.

As of the issuance date of this disclosure document we did not derive any revenue or other

material consideration from your purchases or leases.

These purchases which must be made in accordance with our specifications or from suppliers we approve represents approximately 10% to 20% of your total purchases in establishing your Franchised Business and approximately 2% to 10% of your total expenses in operating the Franchised Business.

We may modify the minimum standards and specifications and/or the list of approved brands and/or suppliers. If you propose to use or offer any food products or beverages, other products or services, ingredients or supplies which do not comply with our then-current minimum standards or specifications or which are purchased from a supplier that has not been approved, you shall first notify us in writing and submit sufficient information, specifications and samples concerning such item or supplier for determination by us as to whether such item complies with our specifications and standards, and/or whether the supplier meets our approved supplier criteria. We do not make our criteria for approving suppliers available to franchisees. We shall, within 30 days, notify you whether or not such proposed item or supplier is approved. We may from time to time prescribe procedures for submission of requests for approval of items or suppliers and obligations which approved suppliers must assume (which may be incorporated into a written agreement to be executed by approved suppliers). We may impose limits on the number of suppliers and/or brands for any ingredient or food or beverage product used or served by the Franchised Business. We reserve the right to require that suppliers we approve agree to pay us a rebate on purchases made by franchisees.

We reserve the right to revoke our approval of any products or suppliers previously authorized at any time upon written notice to you, provided that you may continue to offer and sell all remaining on-hand or ordered non-cancelable inventory of such products or from such suppliers as of the date of receipt of written notice from us. All your subsequent purchases must be from approved suppliers. We may conduct market research and testing to determine consumer trends and the salability of new food and beverage products and services. You must cooperate by participating in our market research programs, test marketing of new services and products in the Franchised Business, Client feedback programs, and providing us with timely reports and other relevant information regarding such market research.

There are no approved suppliers in which any of our officers or any officers of an Affiliate, or a director of either the Franchisor or Affiliate, have an ownership interest.

There are no purchasing or distribution cooperatives. We do not negotiate purchase arrangements with suppliers for the benefit of franchisees, but we reserve the right to do so in the future. We do not provide material benefits to you based on your purchase of particular products or services or use of particular suppliers.

Insurance

During the term of the Franchise, you must maintain in force, under policies of insurance issued by carriers we approve, comprehensive general liability and property damage insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchised Business, or otherwise in conjunction with the

conduct of business by Franchisee pursuant to the Franchise Agreement, under one or more policies of insurance containing coverage for:

(a) General Liability of $1,000,000 per occurrence/$2,000,000 General Aggregate with no limitation to coverage for Products & Completed Operations or premises where operations may be conducted;
(b) $1,000,000 Commercial Auto Liability which shall be carried on a Hired and Non-Owned basis (the Hired and Non-Owned basis designation is only required if you have chef employees);
(c) Personal auto liability with $100,000/$300,000 minimum limits for Bodily Injury and $100,000 minimum limit for Property Damage;
(d) Workers Compensation including Employers Liability in the limit of no less than $500,000.

The cost of insurance will vary based on the types and limits of the insurance you purchase and other factors affecting risk exposure. We may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances.

Each insurance policy described in this Section shall be issued by an approved supplier. We have approved Associated Agencies, Inc. for your insurance. Each insurance policy shall name Chefs For Seniors Franchising, LLC. (whose Principal Office address is 2169 Southern Ct., Cottage Grove, WI 53527) as additional insured on a primary and noncontributory basis, with respect to policies secured, and shall provide for 30 days' prior written notice to us of any material modification, cancellation or expiration of such policy, unless prohibited by local insurance regulation. All policies must have a waiver of subrogation in our favor.

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ITEM 9. FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement (unless otherwise specified)	Item in Franchise Disclosure Document
a. Site Selection and acquisition/lease	Not Applicable	Not Applicable
b. Pre-opening purchases/leases	3.c.	7, 8
c. Site development and other pre-opening requirements	3.c.	7, 11
d. Initial and ongoing training	4.a., 4.b.	6, 11, 15
e. Opening	3.d.	11
f. Fees	8.a., 8.b., 8.c.	5, 6, 7
g. Compliance standards /Operations Manual	4.c., 9	8, 11, 14, 16
h. Trademarks and proprietary information	5, 6	11, 13, 14
i. Restrictions on products/services	9.a., 9.b., 9.c.	8, 16
j. Warranty and customer service requirements	9.d., 9.e.	16
k. Territorial development	Not Applicable	Not Applicable
l. Ongoing product/service purchases	9.c.	8, 16
m. Maintenance, appearance and remodeling	Not Applicable	Not Applicable
n. Insurance	9.h.	6, 7, 8
o. Advertising	9.e., 10	6, 7, 11
p. Indemnification	5.f., 7.d.	6, 13
q. Owner's participation/ management staffing	9.f.	15
r. Records/reports	11	6
s. Inspections/audits	12	6, 11
t. Transfer	14	6, 17
u. Renewal	2.b.	6, 17
v. Post-termination obligations	17	17
w. Non-competition covenants	9.f., 17.d.	17
x. Dispute resolution	18	6, 17
y. Liquidated damages	17.f.	6

ITEM 10. FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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

Except as listed below, we need not provide any assistance to you.

All references are to the Franchise Agreement, unless otherwise noted.

Before Opening of the Franchised Business

We will provide the following services and guidance in connection with the establishment of your Franchised Business, except as noted (references in parentheses refer to the Franchise Agreement):

We will designate your Territory that is mutually acceptable to you and us (Paragraph 3.b, Rider A). You select the size of your initial Territory. A "Basic Territory" consists of approximately 50,000 people over the age of 62, an "Extended Territory" consists of approximately 100,000 people over the age of 62, and a "Regional Territory" consists of approximately 150,000 people over the age of 62. The designation of your Territory occurs prior to your signing the Franchise Agreement; if we cannot agree on your Territory, then you do not become a franchisee. (Sections 1 and 3.b.i., Rider A).

You may operate your Franchised Business from any location, whether it is your home or a commercial location. We do not approve your location. The only requirement is that you must furnish us the address of a physical location ("Business Address") where you maintain your business records relating to the Franchised Business, and where we send you Notice. (Paragraph 3.a.)

We lend you an Operations Manual (the "Manual"). The Table of Contents of the Operations Manual is attached as Exhibit H. As of the issuance date of this Franchise Disclosure Document, the total number of pages in the Operations Manual is 196. (Paragraph 4.d.)

We furnish an initial training program which is described in more detail later in this Item (Paragraph 4.a).

After the Opening of the Franchised Business

During the operation of the Franchised Business:

We continue to lend you the Operations Manual and may provide you modifications to the manuals to reflect changes in specifications, standards and operating procedures (Paragraph 4.d).

We will furnish guidance to you on: (1) specifications, standards and operating procedures utilized by Chefs For Seniors Franchised Businesses, and any modifications thereof; (2) scheduling; (3) the establishment and maintenance of administrative, bookkeeping, accounting and general operating and management procedures. Such guidance shall, in our discretion, be furnished in or supplemented by our Operations Manual (the "Manual"), Franchisee intranet, bulletins, written reports and recommendations, other written materials, and/or telephonic consultations or consultations at our offices. We will make no separate charge to you for customary operating assistance. However, we reserve the right to charge you reasonable fees if our assistance is required due to your failure to comply with any provision of this Agreement or any specification, standard or operating procedure we prescribe, or the operating assistance you request is in excess of that normally provided by us. We will, at our option and at your request, furnish you assistance in your location, provided you pay us our applicable per diem fee plus travel, lodging, and meal expenses. (Paragraph 4.c.).

We will defend you in any legal proceeding brought against you by reason of your proper use of the Marks (Paragraph 5.f).

We may conduct market research and testing to determine consumer trends and the salability of new products and services (Paragraph 9.b).

We will conduct such testing and review as necessary to determine whether a product or supplier proposed by you should be approved (Paragraph 9.c.iv).

We will conduct marketing and related programs that we in our sole discretion deem appropriate. (Paragraph 10.a.).

We will review all local advertising and promotional materials which you propose to use and determine whether the advertising should be approved for use (Paragraph 10.b.iv).

We will interview and evaluate any proposed purchaser of said Franchised Business to determine whether the transferee meets our then-current qualifications for franchisees (Paragraph 14.b.ii).

We may delegate to a third party some or all of the ongoing services listed above.

Marketing and Promotion

There is no separate national or regional Marketing Fund or Advertising Fund to which you must contribute. We will conduct marketing and related programs as we in our sole discretion deem appropriate. We will direct all marketing programs in our sole discretion over the creative concepts, materials and endorsements used therein, and the geographic, market, and media placement and allocation of marketing expenditures. We make no representations or guarantees regarding the results of our marketing programs as they related to your Franchised Business.

There is no advertising council composed of franchisees that advises us on advertising policies.

Local Advertising.

You must conduct a Grand Opening marketing campaign within the first 12 months after opening for business. (Paragraph 10.b.i.). The minimum amount you must spend on your Grand Opening advertising during the first twelve (12) months of operation is $5,000.

In addition, on an ongoing basis, you must spend not less than 2% of your Gross Revenues on local advertising and promotion ("Local Advertising Expenditure"). You must submit to us, on a quarterly basis, receipts, invoices, and other documentation to verify compliance with this requirement. You acknowledge that the 2% is a minimum requirement, and we recommend additional expenditures by you on local advertising. (Paragraph 10.b.iii.)

You may, at your option, pay all or a portion of your Local Advertising Expenditure to us to conduct digital advertising on your behalf ("Local Digital Ads Program"). We will pay the total amount you contribute to the Local Digital Ads Program (either the Grand Opening Advertising Fee or other amounts you choose to contribute) directly to providers of digital advertising, including but not limited to Google and Facebook. (Paragraph 10.c.)

You must obtain our prior approval of both the content and context of your advertising, including the placement, medium, specific programming, and other details where advertising will run. Prior to your use, you must submit to us for approval samples of all local advertising and promotional materials not prepared or previously approved by us. If we do not furnish you written disapproval within 15 days from the date of our receipt of such materials, we shall be deemed to have given the required approval. You shall not use any advertising or promotional material that we have disapproved. (Paragraph 10.b.v.)

We will have the sole right to maintain the central account for all Social Media, and your Franchised Business account will be a child of the parent account we maintain. We will establish, own, and monitor all Social Media postings for your Franchised Business. You may participate in the content and maintenance of Social Media for your Franchised business, including advertising your page and posting content, but only in accordance with our guidelines and subject to our right to alter or delete postings you make. You are strictly prohibited from creating a Social Media account or posting anything on Social Media sites involving your Franchised Business or that uses our Marks, except as provided above in this paragraph. We reserve the right to require you to obtain our approval of any message involving your Franchised Business or that uses our Marks that you send or post over Social Media. (Paragraph 9.n.)

Site Selection and Franchised Business Opening

Other than the designation of your Territory, we do not approve the location of your Franchised Business. (Paragraph 3.a.)

The estimated length of time from the date the Franchise Agreement is signed to the opening of the Franchised Business ranges from 2 to 8 weeks. You must commence the Franchised Business within 150 days from the date of the Franchise Agreement. If you fail to commence the Franchised

Business within the 150-day period, then the Franchise Agreement may be terminated upon our giving written notice to you. Factors affecting this length of time include obtaining required permits and licenses, obtaining Manager Food Safety Certification through ServSafe, purchase of supplies, obtaining insurance, and successful completion of the initial training program.

Computer

You shall, throughout the term of this Agreement, maintain a laptop computer system capable of processing our required scheduling software. You must also maintain an active e-mail account and have access to the internet for receiving bulletins, updates, and other information from us, accessing our intranet site and using vendor on-line ordering systems. You must have Broadband (DSL or cable) high-speed internet access. You must use in the operation of the Franchised Business the software we approve. If we develop proprietary software, you may be required to enter into a software license agreement and pay a software license fee. You must have an iPhone or an Android cell phone. You must use Jobber scheduling software in your business.

The general functions of the required computer system are for communicating with Clients, employees, and us corporate via email; viewing and editing documents on Microsoft word and Adobe; using software applications to manage schedules, store Client data securely, process payment, bank, run payroll, manage accounting, marketing, and administrative functions.

The estimated cost for the required computer system is between $300 and $2,200, depending on whether you already have the computer hardware that can process the required functions. The estimated annual expense you will incur for optional or required maintenance for the computer system is $50 to $100. Maintenance includes updating antivirus software and Microsoft Office to the current version. The hardware and software manufacturers have no obligation to provide ongoing maintenance, repairs, upgrades or updates.

We will have independent access to the information that will be stored in your computer, through your client database, which uses our scheduling software system. We reserve the right to access other information and data pertaining to the Franchised Business produced by and/or Franchised Business on your computer system.

We use email for many of our communications with our franchisees. You must use the email account we assign to you, and to pay a monthly email fee. You must maintain in the Franchised Business at all times during the term of this Agreement, the email account we assign you. As technology advances, you must comply with any modified requirements, as set forth in the Operations Manual, in order for us to be able to communicate with you.

Training

We will furnish to you and if you desire one additional person you designate an initial training program in all phases of the operations of a Chefs For Seniors Franchised Business. The initial training is included in the franchise fee. You must complete the training program to our satisfaction. The training program is 3 days at 821 E Washington Ave., Madison, Wisconsin. The initial training program will be held at least once per month, so new Franchisees will not have to wait

more than 1 month to attend training. You must attend the initial training not earlier than 2 months and not later than 5 days prior to beginning operations of the business. Training will consist of all phases of Franchised Business operations, accounting, local marketing, Client service, scheduling, recipes and menus, grocery shopping, Service Day training, and other aspects of operating your business. You are responsible for the travel and living expenses (including local transportation expenses) incurred while attending the initial training program training program.

Initial training consists of classroom instruction and on-the-job training, all conducted in the Madison, Wisconsin area. The following table summarizes the initial training programs:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Welcome and introductions	1.0		821 E Washington Ave., Madison, WI
Manual compliance	0.5		Same as above
Accounting	1.0		Same as above
Operations	4.0		Same as above
Marketing	4.0		Same as above
Sales	2.0		Same as above
Staffing	2.0		Same as above
Recipes and menus	0.5		Same as above
Ongoing support	0.5		Same as above
Basic software training	2.5		Remotely via Zoom
Setting up your business	3.0		Remotely via Zoom
Grocery shopping		1.5	Local grocery store in Madison, WI area*
Service Day training		6.5	Demo kitchen in Madison, WI area**
Totals	**21**	**8**	

* The training time for "Grocery shopping" will be held at a local grocery store in the Madison, Wisconsin area that we will designate at the time of your training.

** The training time for "Service day training" will be held at a demo kitchen in the Madison, Wisconsin area that we will designate at the time of your training.

The locations of the initial training program are subject to change.

The materials used to teach these subjects are a combination of tools including the Operations Manual, PowerPoint presentations on various training topics, and our Recipe Book.

The training will be conducted by Barrett Allman and Nathan Allman, as well as others we designate. Barrett Allman has 25 years of experience as a professional chef and restaurant owner. He serviced clients himself full-time for the first year of Chefs For Seniors as a personal chef. He has over 10 years of experience in marketing as a restaurant owner and over 6 years as principal for Chefs For Seniors. Nathan Allman will conduct the training topic "Setting up your business." Nathan was a Finance and Marketing major from University of Wisconsin-Madison. He formed 2 business entities since 2013, Chefs For Seniors LLC and Chefs For Seniors, Inc. We reserve the right to make changes in the training staff at any time.

Refresher Training. If we provide refresher and supplemental training programs, you must attend such training. We reserve the right to charge you a fee for refresher and supplemental training. In addition, you are responsible for the travel and living expenses (including local transportation expenses) incurred while attending any refresher training programs.

Pricing. We are not obligated to, but have the right to establish a price floor and ceiling that will apply to your Territory. If we establish a price floor and ceiling, you have the right, within that floor and ceiling, to determine the prices you charge for your services. If we establish a price floor and ceiling and you wish to charge prices either below the floor or above the ceiling, you must obtain our prior written approval.

The remainder of this page is left blank intentionally.

ITEM 12. TERRITORY

You will receive an exclusive territory ("Territory"). A "Basic Territory" consists of approximately 50,000 people age 62+. An "Extended Territory" consists of approximately 100,000 people age 62+, and a "Regional Territory" consists of approximately 150,000 people age 62+. You and we mutually agree upon your territory, including its type, based on your goals and financial capabilities.

You are not required to operate your Franchised Business out of a commercial space. You may at your option operate out of your home. We do not evaluate or approve the location of your Franchised Business, nor do we require it to be located within your Territory. The only requirement is that you furnish us the address of a physical location ("Business Address") where you maintain your business records relating to the Franchised Business, and where we send you Notice.

You are prohibited from marketing, soliciting, or providing meal preparation services for Clients located outside the geographic boundaries of your Territory. The sole exception to this prohibition applies only if all the following conditions are met:

The area in which you market or solicit Clients is not the Territory of another Chefs For Senior franchisee; at the point that your Gross Revenues reach the level of $3,000, then at least 80% of your Gross Revenues must be generated from Clients who are located within your Territory; and upon another Chefs For Seniors franchisee acquiring a franchise whose territory includes the locations of any Clients for whom you are providing meal preparation services, you must immediately turn such Clients over to such franchisee, without any compensation to you.

We will not franchise or operate any other business that provides similar services under the Chefs For Senior marks or under different marks, within your Territory. However, we have the right to grant such other franchises outside of the Territory. In addition, if we obtain National Accounts, and you fail to provide services to National Account Clients located within your Territory, we may assign those Clients to another franchisee, or provide services to them ourselves or through an Affiliate.

As we authorize, and only in accordance with our specifications and requirements, you may solicit for business, promote the business, and/or offer and sell products authorized under this Agreement through the use of the internet or Social Media.

You may not modify your Territory under any circumstances unless you purchase Blocks to increase your Territory. A "Block" is defined as a geographic area containing approximately 50,000 people over the age of 62. We use census zip code data from data.census.gov to determine the geographic area. You may purchase Blocks (of approximately 50,000 people over the age of 62 each) in addition to your initial Territory under the following conditions:

Each additional Block you purchase must be contiguous with your then-existing Territory.

You must obtain our prior written approval of the boundaries of any additional Blocks you wish to purchase. We may in our sole and absolute discretion withhold such approval of

the boundaries of your proposed additional Blocks.

You must pay us a fee of $7,500 per additional Block.

We have the absolute right to refuse to sell you additional Blocks.

There are no circumstances that permit us to modify your Territory.

You are restricted solely to the providing of meal preparation services to individual Clients in their homes. You are expressly prohibited from preparing meals in any location other than in the home of the Client for whom you are preparing meals.

Except as otherwise provided herein, we (on behalf of ourselves and our Affiliates) retain the right, in our sole discretion and without granting any rights to you:

> to operate, or to grant other persons the right to operate, Franchised Businesses at any location outside your Territory on such terms and conditions as we deem appropriate;
>
> to sell the products and services both within and outside your Territory, authorized for Franchised Businesses under the Marks or other trademarks, service marks and commercial symbols through similar or dissimilar channels of distribution and pursuant to such terms and conditions as we deem appropriate, and
>
> both within and outside your territory, to sell products and services which do not comprise a part of the System. Those products and services which comprise a part of the System are delineated and set forth in detail in the Chefs For Seniors Manual.

We are not required to pay you any compensation for soliciting and/or conducting business within your Territory as described immediately above.

You have no options, rights of first refusal or similar rights to acquire additional franchises in any other locations.

Continuation of territorial exclusivity and or your operation at the franchised location is dependent upon you attaining the Minimum Gross Revenues. Within 12 months of commencing the Franchised Business, you must generate the $1,500.00 minimum Gross Revenues ("Minimum Gross Revenues") throughout the term of this Franchise.

In the event you fail, following notice and an opportunity to cure within 90 days, to generate the required Minimum Gross Revenues, we have the right, at our discretion, to terminate your Franchise Agreement.

Neither we, nor any of our affiliates have established franchised, company-owned, or affiliated-owned Franchised Businesses selling similar products or services under different service marks and trademarks, but we reserve the right to do so in the future.

ITEM 13. TRADEMARKS

Under the Franchise Agreement, we grant you the right to use the trademarks and service marks listed below, and other such trademarks, service marks, and commercial symbols as we authorize from time to time (collectively, the "Marks").

Our affiliate registered the following design mark on the Principal Register of the United States Patent and Trademark Office ("USPTO") on January 9, 2018 as Registration No. 5,374,611. CFSF previously derived the right to use the Mark under a License Agreement dated June 14, 2017 ("License Agreement") with our parent, CFSI, the previous owner of the Mark. CFSI assigned the Mark to CFSF on December 16, 2021.

Mark/ Registration No.	Class/Goods or Services	Registration Date
CHEFS FOR SENIORS Registration No. 5,374,611	45/ Personal chef services	January 9, 2018
CHEFS FOR SENIORS (Word Mark) Serial No. 97764525	45/ Personal chef services	February 20, 2024

There is no litigation involving the principal trademark or infringement of the principal trademark. All required affidavits and renewal applications have been filed.

There are no agreements currently in effect that significantly limit the rights of CFSF or you to use the Chefs For Seniors name or the Proprietary System.

There are no effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court, any pending interference, opposition, or cancellation proceedings involving any of the above-referenced Trademarks. There are no other agreements currently in effect that significantly limit our rights to use or license the use of the Trademarks listed in this section in a manner material to you. There are no infringing uses or superior previous rights known to us that can materially affect your use of the Trademarks in this state of any other state in which the franchised business is to be located. There is no pending material federal or state court litigation regarding our use or ownership rights in any Trademark.

Except as otherwise stated above, there are no agreements currently in effect which significantly limit the rights of us to use or license the use of the above mentioned trademarks, service marks, trade names, logotypes, or other commercial symbols in any manner material to the franchise.

There are no infringing uses actually known to us which could materially affect your use of such trademarks, service marks, trade names, logotypes or other commercial symbols in the state in which your Franchised Business is to be located.

We have the right to require you to use new marks and to discontinue or modify your use of any name or commercial symbol. If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue use of any Mark and/or use 1 or more additional or substitute trademarks or service marks, you agree to do so within a reasonable time after notice by us. In the event we require you to discontinue the use of any name or commercial symbol and to use a substitute mark or commercial symbol, our sole obligation will be to reimburse you your out-of-pocket expenses of complying with this obligation.

Under the Franchise Agreement, you acknowledge that your right to use the Marks is derived solely from the Franchise Agreement and is limited to the operation of the Franchised Business under and in compliance with the Franchise Agreement and all applicable standards and operating procedures prescribed by us from time to time. Any unauthorized use of the Marks by you constitutes an infringement of our rights in and to the Marks. You agree that your use of the Marks and any good will established thereby inure to the exclusive benefit of us, and you acknowledge that the Franchise Agreement does not confer any good will or other interests in the Marks upon you. You may not any time during the Franchise Agreement or after its termination or expiration, contest the validity of ownership of any of the marks or assist any others in contesting the validity or ownership of any of the Marks.

You specifically agree to use the Marks as the sole identification of the Franchised Business, but you must identify yourself as the independent owner in the manner prescribed by us. You may not use any mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, nicknames, terms, designs or symbols, or in any modified form (including, without limitation, any local or special adaptations or artistic variations of any of the Marks), nor may you use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by us. We will provide you with a Facebook account for your Chefs For Seniors Franchised Business for which you will be the Editor and we will be an Administrator. Additionally, you may display your position as a Chefs For Seniors Franchised Business Owner on your personal LinkedIn profile. Other than described above, you agree not to register the Marks on the internet or any other electronic service, including Social Media and smart phone marketing applications. With our prior written approval, you may use the Marks online for specific uses, including online directories, Google AdWords, Facebook content and ads, display ads, and other online ads. You are strictly prohibited from creating or maintaining a website for your Franchised Business, or a website that uses our Marks. We have the sole right to create, establish, own, and control the website for your Franchised Business. You agree to display the Marks prominently and in the manner prescribed by us on signs, forms, and other materials and articles. Further, you agree to give such notices of trademark or service mark ownership or registration and copyrights as we specify and to obtain such fictitious or assumed name registrations as may be required under applicable law. Any and all uses of the Marks will be subject to our prior written approval, and a request for such approval will include such information and samples as we may require. You may not use the name "Chefs For Seniors" or a derivative of that name in your corporate or other formal name.

Under the Franchise Agreement you must notify us immediately in writing of any apparent infringement or of challenge to your use of any Mark, or claim by any person other than us or our affiliates of any rights in any Mark or any similar trade name, trademark or service mark of which you become aware. You may not communicate with any person other than us and our counsel in connection with such infringement, challenge or claim. We have sole discretion to take such action as it deems appropriate and the right to control exclusively any litigation, U. S. Patent and Trademark Office proceeding or any other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You further agree under the Franchise Agreement to sign any and all instruments and documents, render such assistance and do whatever may be necessary or advisable to protect and maintain the interests of us in any such litigation, U. S. Patent and Trademark Office proceeding or other administrative proceedings or otherwise to protect and maintain the interests of us in the Marks.

We agree to indemnify you against and to reimburse you for all direct, but not consequential (including, but not limited to, loss of revenue and/or profits), damages for which you are held liable in any proceedings arising out of the use of any Mark under and in compliance with the Franchise Agreement, and for all costs reasonably incurred by you in the defense of any such claim brought against it or in any such proceeding in which it is named as a party, provided that you have timely notified us of such claim or proceeding and have otherwise complied with the Franchise Agreement.

The remainder of this page is left blank intentionally.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Except as noted below, we do not own any rights in or to any patents or copyrights which are material to the Franchise. We and our affiliates claim copyrights in its Operations Manual and related materials used in the operation of the Franchise. Such copyrights have not been registered with the United States Registrar of Copyrights but have been protected under the copyright laws of the United States by virtue of our and our affiliates placing the appropriate notice of copyright on such items. You may use the Manual and materials during the term of your Franchise Agreement.

There are currently no effective determinations of the United States Copyright Office or any court regarding any of our copyrights, nor are there any currently effective agreements between us and third parties pertaining to our copyrights that will or may significantly limit your use of our copyrighted materials. Furthermore, there are no infringing uses actually known to us which could materially affect your use of the copyrighted materials in any state where the Franchise is to be located. We are not obligated under any agreement to protect or defend its copyrights.

To preserve and enhance the reputation and goodwill associated with our Marks, and to maintain uniform standards of operation for franchisees, you must operate the Franchise in full compliance with the Operations Manual as amended from time to time. You also understand that the Manual and other training and operational aids contain certain proprietary and confidential information and remain the property of us and our affiliates. There will be no duplication or any disclosure of the proprietary and confidential information, except to your employees on a need-to-know basis, and you must take all reasonable precautions prescribed from time to time by us to prevent unauthorized use or disclosure of proprietary information of us and our affiliates. You must keep copies of the Manual current by inserting the updates furnished by us on an ongoing basis, and, in the event of any dispute as to Manual's contents, our master copy shall control.

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

We require the majority owner of the Franchisee entity to be an owner-operator, which means the majority owner must supervise and personally manage the Franchised Business and be involved in its day-to-day operations, as well as marketing efforts.

We require you to have your employees sign a separate written agreement with the Franchisee entity incorporating nondisclosure and noncompetition clauses in a form satisfactory to us, including naming us as an intended third-party beneficiary. An example of an agreement we currently consider satisfactory, including provisions to confirm our ownership of Ideas (as defined in Section 6.c. of the Franchise Agreement) is the Confidentiality and Non-Competition Agreement attached to the Franchise Disclosure Document as Exhibit C. The requirement for the Nondisclosure and Noncompetition Agreement between you and your employees, including the provision that makes us an intended third party beneficiary, shall not create an employee or joint employee relationship between us and your employees, nor does it constitute control by us over your employees' conditions of employment.

Franchisee must be a corporation, limited liability company (LLC), or partnership. All owners of the corporation, LLC or partnership must agree jointly and severally to guarantee the obligations of Franchisee under the Franchise Agreement and must sign Rider C to the Franchise Agreement (Guaranty and Assumption of Obligations). Spouses are not obligated to sign a personal guaranty, confidentiality agreement and/or non-compete arising from written agreement or the Franchisor's practice.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are not permitted to sell, distribute or use any products or other items not approved by us for the uniform operation of all Chefs For Seniors Franchised Businesses. If you have a commercial location, your premises may not be used for any business purpose other than the operation of the Franchised Business as we authorize. We have the right to add additional authorized services and products that you must offer. There are no limits on our rights to make product or service changes.

You are restricted solely to the providing of meal preparation services to individual Clients in their homes. You are expressly prohibited from preparing meals in any location other than in the home of the Client for whom you are preparing meals.

As we authorize, and only in accordance with our specifications and requirements, you may solicit for business, promote the business, and/or offer and sell products authorized under this Agreement through the use of the internet or Social Media.

We may furnish you sample recipes and menus for you to use in your Franchised Business, but you are not required to use them. You may develop your own recipes and menus.

You must not discriminate in your dealings with customers (in the services or products you provide, in the access to your services and products, or by refusing to provide services and products) on the basis of race, color, religion, age, sex, sexual orientation, gender identity, marital status, national origin or disability, and you must comply with our antidiscrimination standards.

We have the right to establish a price floor and ceiling that will apply to your Territory. You have the right, within that floor and ceiling, to determine the prices you charge for your services. If you wish to charge prices either below the floor or above the ceiling, you must obtain our prior written approval.

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ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

The following tables list certain important provision of the Franchise Agreement. You should read these provisions in the agreement attached to this Franchise Disclosure Document.

Provision	Provision in Franchise Agreement (unless otherwise specified)	Summary
a. Length of the franchise term	Paragraph 2.a.	3 years
B .Renewal or extension of the term	Paragraph 2.b.	If you are in good standing, you can renew for 2 5-year terms, on the then current terms
c. Requirements for Franchisee to renew or extend	Paragraph 2.b.i.	Pay renewal fee equal to 20% of the then-current franchise fee for the Territory size that is comparable to your then Territory size; sign new agreement and other documents and sign release; upgrade items used in your business; comply with our then-current qualification and training requirements. The renewal agreement may contain materially different terms and conditions than your original contract, but the royalty fee will not be greater than the royalty fee that we then impose on similarly situated renewing franchisees
d. Termination by Franchisee	Section 15	Breach by us, you in compliance, subject to state law
e. Termination by Franchisor without cause	Not Applicable	We cannot terminate your Franchise Agreement without cause
f. Termination by Franchisor with cause	Section 16	We can terminate only if you commit any 1 of several listed violations
g. "Cause" defined – curable faults	Section 16	You have 10 days for monetary defaults, and 30 days for all defaults not listed in Paragraph 16.a.
h. "Cause" defined – non-curable defaults	Section 16	Failure to open Franchised Business within 90 days of Franchise Agreement; failure to complete initial training; failure to conduct Grand Opening marketing campaign; failure to generate Minimum Gross Revenues; abandonment, conviction of felony, unauthorized transfers, unauthorized use or disclosure of confidential information or Operations Manual, unauthorized use of Marks, creation of a threat to public health or safety, repeated defaults (even if cured), unapproved transfer upon your death or permanent incapacity, failure to comply with covenants in Paragraph 9.f; termination of other agreement between us and you.
i. Franchisee's obligations on termination/ nonrenewal	Section 17	Pay outstanding amounts, complete de-identification, return confidential information, covenant not to compete, continuing obligations, liquidated damages

Provision	Provision in Franchise Agreement (unless otherwise specified)	Summary
j. Assignment of contract by Franchisor	Paragraph 14.a.	No restrictions on our right to assign
k. "Transfer" by Franchisee – definition	Paragraph 14.b	Includes transfer of any interest in Franchise Agreement, assets or ownership change in you
l. Franchisor's approval of transfer by Franchisee	Paragraph 14.b	We have right to approve all transfers but will not unreasonably withhold consent.
m. Conditions for Franchisor's approval of transfer	Paragraph 14.b.	Transferee qualifies, all obligations assumed by transferee, all amounts due us are paid, transferee completes training, transfer fee paid, general release signed, you agree to guarantee performance and obligations of transferee, transferee signs, at our sole discretion, either: (a) our assignment and assumption agreement or (b) our then-current Franchise Agreement, which may contain materially different terms than your Franchise Agreement
n. Franchisor's right of first refusal to acquire Franchisee's business	Paragraph 14.e.	We can match any offer for your business or an ownership interest in you
o. Franchisor's option to purchase Franchisee's business	None	Not applicable
p. Death or disability or Franchisee	Paragraph 14.c.	Franchise or ownership interest in you must be assigned to approved buyer within 6 months
q. Non-competition covenants during the term of the franchise	Paragraph 9.f.	No involvement in competing business anywhere
r. Non-competition covenants after the franchise is terminated or expires	Paragraph 17.d.	No competing business for 18 months within your Territory or within 30 miles of the outside boundary of your Territory, within the territory of any other franchisee or of any company-owned or Affiliate-owned Chefs For Seniors business; or within 30 miles of the outside boundary of the territory of any other franchisee, or of any company-owned or Affiliate-owned Chefs For Seniors business (same restrictions after assignment).
s. Modification of the agreement	Paragraph 18.l.	No modifications generally, but Operations Manual, and standards and specifications subject to change
t. Integration/merger clause	Paragraphs 18.j. and 18.l	Terms of Franchise Agreement (including exhibits, attachments, Operations Manual, and other written materials) are binding (subject to state law). Any representations or promises made outside the disclosure document, franchise agreement and development agreement may not be enforceable. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.

Provision	Provision in Franchise Agreement (unless otherwise specified)	Summary
u. Dispute resolution by arbitration or mediation	None	Not applicable
v. Choice of forum	18.e.	Litigation must be in the state where our principal offices are located (currently Wisconsin) (subject to applicable state law)
w. Choice of law	Paragraph 18.e.	Governed by state where our principal offices are located (currently (Wisconsin) except when US Trademark Act or other federal law governs (subject to applicable state law)

ITEM 18. PUBLIC FIGURES

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

The remainder of this page is left blank intentionally.

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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 Barrett Allman at 2169 Southern Ct., Cottage Grove, WI 53527, phone: 844-237-2433 ext. 4, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For years 2021, 2022, and 2023

The figures in Tables 1 – 4 for each year are as of December 31.

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2021	48	61	+13
	2022	61	77	+16
	2023	77	86	+9
Company-Owned	2021	1	1	0
	2022	1	1	0
	2023	1	0	0
Total Outlets	2021	49	62	+13
	2022	62	78	+16
	2023	78	87	+9

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2021, 2022, and 2023

State	Year	Number of Transfers
Arizona	2021	0
	2022	0
	2023	1
Colorado	2021	0
	2022	0
	2023	1
Connecticut	2021	0
	2022	0
	2023	1
Florida	2021	1

	2022	0
	2023	0
Texas	2021	0
	2022	0
	2023	2
Wisconsin	2021	0
	2022	0
	2023	1
Total	2021	0
	2022	0
	2023	7

Table No. 3
Status Franchised Outlets
For years 2021, 2022, and 2023

Col. 1 **State**	**Col. 2** **Year**	**Col. 3** **Outlets at Start of Year**	**Col. 4** **Outlets Opened**	**Col. 5** **Terminations**	**Col. 6** **Non-Renewals**	**Col. 7** **Reacquired by Franchisor**	**Col. 8** **Ceased Operations Other Reasons**	**Col. 9** **Outlets at End of the Year**
Alabama	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Arizona	2021	2	0	0	0	0	0	2
	2022	2	1	1	0	0	0	2
	2023	2	3	0	0	0	0	5
Arkansas	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
California	2021	3	3	0	0	0	0	6
	2022	6	3	0	0	0	0	9
	2023	9	2	0	0	0	0	11
Colorado	2021	2	0	0	1	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Connecticut	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Delaware	2021	0	0	0	0	0	0	0

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Florida	2021	10	4	0	0	0	0	14
	2022	14	1	1	0	0	0	14
	2023	14	2	0	0	0	0	16
Georgia	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Idaho	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Illinois	2021	1	0	1	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Indiana	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Iowa	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Kansas	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Maryland	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Massachu-setts	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Michigan	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
	2023	1	0	0	0	0	0	1
Minnesota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Missouri	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Nevada	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New Jersey	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	1	0	0	3
New York	2021	2	1	0	0	0	0	3
	2022	3	1	0	2	0	0	2
	2023	2	0	0	0	0	0	2
North Carolina	2021	3	0	0	0	0	0	3
	2022	3	2	1	0	0	0	4
	2023	4	0	0	0	0	0	4
Oklahoma	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Oregon	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Pennsylvania	2021	1	0	0	0	0	0	1
	2022	1	1	0	1	0	0	1
	2023	1	1	0	0	0	0	2
Rhode Island	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	1	0	0	0	0

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Other Reasons	Col. 9 Outlets at End of the Year
South Carolina	2021	1	0	0	0	0	0	1
	2022	1	3	0	0	0	0	4
	2023	4	1	0	0	0	0	5
Tennessee	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Texas	2021	5	3	1	0	0	0	7
	2022	7	1	0	0	0	1	7
	2023	7	0	2	0	0	0	6
Utah	2021	1	0	0	1	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Virginia	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Washington	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	1	0	0	0	1
Wisconsin	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Total	2021	48	17	2	2	0	0	61
	2022	61	23	3	3	0	1	77
	2023	77	14	4	1	0	0	86

The remainder of this page has been left blank intentionally.

Table No. 4
Status of Company-Owned Outlets
For years 2021, 2022, and 2023

Col.1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
Wisconsin	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Totals	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

Table No. 5

Projected Openings For One-Year Period as of December 31, 2023

STATE	FRANCHISE AGREEMENTS SIGNED BUT UNIT NOT OPEN	PROJECTED FRANCHISED OPENINGS IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OR AFFILIATE OWNED OPENINGS IN NEXT YEAR
Arizona	**0**	**1**	**0**
California	**0**	**2**	**0**
Connecticut	**0**	**1**	**0**
Florida	**0**	**2**	**0**
Illinois	**0**	**2**	**0**
Kansas	**0**	**1**	**0**
Maryland	**0**	**1**	**0**
Missouri	**0**	**1**	**0**
New Jersey	**0**	**1**	**0**
New York	**0**	**2**	**0**
Nevada	**0**	**1**	**0**
Ohio	**0**	**2**	**0**
Pennsylvania	**0**	**2**	**0**
Texas	**0**	**1**	**0**
Wisconsin	**0**	**0**	**0**
Total	**0**	**20**	**0**

Exhibit D lists all the franchised outlets in operation (86) and franchisees who have signed franchise agreements but whose outlets were not open (0) as of December 31, 2023.

Exhibit E lists all franchisees (5) who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with the franchisor within 10 weeks of the issuance date of this Franchise Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There are currently no current or former franchisees who have signed agreements restricting their ability to speak openly about their experience with us.

There are currently no trademark-specific franchise organizations associated with the franchise system being offered.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit J are the audited balance sheets of CFSF as of December 31, 2023, December 31, 2022 and December 31, 2021, and the income statement for the periods then ended.

Our fiscal year end is December 31.

ITEM 22. CONTRACTS

Exhibit A Franchise Agreement

Exhibit B Franchisee Disclosure Questionnaire

Exhibit I General Release (to be signed upon renewal or assignment of the franchise)

Exhibit K State Addenda

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 any 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.

ITEM 23. RECEIPTS

You will find copies of a detachable receipt at the very end of this Disclosure Document.

EXHIBIT A TO FRANCHISE DISCLOSURE DOCUMENT
Franchise Agreement

EXHIBIT A

FRANCHISE AGREEMENT

between

CHEFS FOR SENIORS FRANCHISING, LLC.

AND

FRANCHISEE: _____

DATED: _____

FRANCHISEE'S ADDRESS:

_____

This Franchise Agreement is for a (check one):

___ Basic Territory

___ Extended Territory

___ Regional Territory

NOTE: In this document, for convenience sake only, pronouns used in referring to the Franchisee are "he," "him," or "his." Franchisor does not in any manner wish to imply that only males are qualified, suitable, or appropriate for the Franchise described in this Franchise Agreement. Franchisor does not intend by its use of male pronouns to exclude females from consideration, and it encourages applicants of both genders.

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Rider A – Territory, Business Address, and Required Grand Opening Expenditure
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Glossary of Terms

The following terms are defined in this Agreement in the Sections or Paragraphs noted:

Affiliate 18.l
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Basic Territory ..... Recitals, Paragraph E, 3.b., Rider A
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Business Address ..... 3.a.
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Client List ..... 6.d.
Competitive Business ..... 9.g., 17.d.
Controlling Interest ..... 18.l.
Extended Territory ..... Recitals, Paragraph E, 3.b., Rider A
Franchise ..... Recitals, Paragraph C, 1.a.
Franchised Business ..... Recitals, Paragraph A
Franchisee ..... 1.a., 18.l.
Franchisor ..... Heading
Gross Revenues ..... 8.e.
Ideas 6.c
Including 18.l
Manual ..... 4.d.
Marks ..... Recitals, Paragraph A
Minimum Gross Revenues 9.q
Minimum Royalties 8.d
Notice 19
Operations Manual 4.d
Permanent disability ..... 15.c.iii.
Prescribes 18.l
Principal Office ..... Heading
Proprietary Information ..... 6.a.
Regional Territory ..... Recitals, Paragraph E, 3.b., Rider A
Senior ..... Recitals, Paragraph E
Service Day ..... Recitals, Paragraph B
ServSafe ..... 9.a.
Social Media ..... 9.n.
System ..... Recitals, Paragraph A
Term ..... 2.a.
Territory ..... 3.b.
Toolbox ..... 3.d.

CHEFS FOR SENIORS FRANCHISING, LLC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") with effective date of _____ (acceptance date by Franchisor), is by and between Chefs For Seniors Franchising, LLC., a Wisconsin limited liability company ("We," "Franchisor" or CFSFLLC), whose principal address is 2169 Southern Court, Cottage Grove, Wisconsin 53527 ("Principal Office address"), and _____ _____("You"), whose principal address is _____.

RECITALS:

A. We operate a franchise company whose franchisees conduct businesses under our trademarks and service marks "Chefs for Seniors," plus logos, designs, and such other trademarks, service marks and commercial symbols ("Marks") as we may authorize from time to time. The franchised businesses ("Franchised Businesses") will be operated in accordance with our required formats, systems, methods of distribution, standards and procedures, and trade dress, all of which we may improve, further develop or otherwise modify from time to time ("System").

B. Our Franchisees, themselves or through hired chefs ("Chef"), plan and prepare menus with their elderly Clientele ("Clients"), which are customized to their unique tastes and dietary concerns. The Franchisees meet with their Clients according to a schedule determined by the Franchisee and the Client, typically weekly, bi-weekly, or as needed. The day the Franchisees meet with their Clients is called the "Service Day." On the Service Day, the Chef shops at a local grocery store and purchases all necessary ingredients to prepare the menu items for the Client. The Chef takes those ingredients, along with a "toolbox" of kitchen equipment, into the Client's home and prepares make-ahead meals during a two (2)-hour visit. While in the home, the Chefs provide companionship and make the experience enjoyable for the Client. Once the meals are prepared, the Chef packages them in containers, labels them, and stores them in the Client's refrigerator and/or freezer. Then, the Chef plans the Client's menu for the following Service Day.

C. We grant to certain persons who meet our qualifications a franchise ("Franchise") to own and operate a Chefs For Seniors Franchised Business utilizing the Marks and System.

D. You have applied for a franchise to own and operate a Chefs For Seniors Franchised Business within the territory ("Territory") described in Rider A to this Agreement.

E. Your Territory is either a "Basic Territory," "Extended Territory," or "Regional Territory." A "Basic Territory" consists of approximately 50,000 people over the age of sixty-two (62). An "Extended Territory" consists of approximately 100,000 people over the age of sixty-two (62), and a "Regional Territory" consists of approximately 150,000 people over the age of sixty-two (62).

F. You represent that you meet our qualifications, including the following:

- You have obtained a Manager Food Safety Certification through ServSafe or will obtain it prior to opening the business;
- You have passed a criminal and driving record background check
- You pass our reference check with your previous employers

G. In reliance upon all of your representations, we have approved your application and are granting you this franchise. You represent to us, as an inducement to our entry into this Agreement, that you have made no misrepresentations in obtaining this franchise.

1. **GRANT OF FRANCHISE.**

a. **Grant.** Subject to the provisions of this Agreement, we hereby grant to you a franchise ("Franchise") to operate a Franchised Business within:

_____ a Basic Territory

_____ an Extended Territory

_____ a Regional Territory

as set forth in Rider A, and to use the Marks and the System in the operation of the Franchised Business. Termination or expiration of this Agreement shall constitute a termination or expiration of the Franchise. You agree that you will at all times faithfully, honestly and diligently perform your obligations hereunder, and that you will continuously exert your best efforts to promote and enhance the Franchised Business and the goodwill of the Marks.

b. **Restrictions Upon Your Channels of Distribution.** You are restricted solely to the providing of meal preparation services to individual Clients in their homes. You are expressly prohibited from preparing meals in any location other than in the home of the Client for whom you are preparing meals. As we authorize, and only in accordance with our specifications and requirements, you may solicit for business, promote the business, and/or offer and sell products authorized under this Agreement through the internet or Social Media.

c. **Rights Reserved By Us.** Except as otherwise provided herein, we (on behalf of ourselves and our Affiliates) retains the right, in our sole discretion and without granting any rights to you:

i. to operate, or to grant other persons the right to operate, Franchised Businesses at any location outside your Territory on such terms and conditions as we deem appropriate;

ii. to sell the products and services authorized for Franchised Businesses under the Marks or other trademarks, service marks and commercial symbols

through similar or dissimilar channels of distribution and pursuant to such terms and conditions as we deem appropriate; and

iii. both within and outside the Territory, to sell products and services which do not comprise a part of the System. Those products and services which comprise a part of the System are delineated and set forth in detail in the Chefs For Seniors Manual.

d. **Franchisee Must be a Legal Entity.** You must form a legal entity, either a corporation, partnership, or limited liability company, to be the Franchisee, prior to executing this Agreement. If you wish to use an existing and pre-established entity to be the Franchisee, you must obtain our prior written consent. All owners/shareholders/members of the legal entity must sign the Personal Guaranty attached as Rider B. You must obtain our prior written approval of the name of your legal entity.

e. **Franchisee Not A Covered Entity Under HIPAA.** Our services are not medical services, nor are the persons and entities who provide our services medical professionals. Chefs For Seniors is not subject to requirements under the Health Insurance Portability and Accountability Act ("HIPAA") laws with respect to privacy. Nevertheless, we require our Franchisees to respect the privacy and confidentiality of their Clients and not to divulge to third persons (except for Franchisor) any information that the Clients may deem sensitive or personal in nature.

2. **TERM AND RENEWAL.**

a. **Term.** The term of this Agreement (the "Term") shall commence on the date of this Agreement and expire three (3) years from such date, unless sooner terminated as provided in Sections 15 and 16 hereof,

b. **Renewal.**

i. You may, at your option, renew the Franchise for two additional five (5) year terms, provided that:

(a) you have given us written notice of your election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the then-current term;

(b) you are not at such time in material breach of any of your obligations under this Agreement or any other agreement between Franchisee and Franchisor or any of our Affiliates;

(c) you have substantially complied with all the terms and conditions of this Agreement and have met the operating and quality standards and procedures we prescribe for Chefs For Seniors Franchised Businesses during the Term;

(d) you have satisfied all monetary obligations owed to us, our Affiliates and designated suppliers, and has timely met these obligations throughout the Term;

(e) you have agreed to upgrade any items used in the business, including the Toolbox, the vehicle, and signage, to our then-current standards;

(f) you have paid us the renewal fee in the amount of $1,000.00;

(g) you comply with our then-current qualification and training requirements; and

(h) You execute a general release, in a form we prescribe, of any claims against us and our officers, directors, agents and employees.

ii. Renewal of this Agreement shall be effectuated by the execution by you and us of the then current form of standard Franchise Agreement and all other agreements and legal instruments and documents then customarily used by us in the granting of Franchises for Chefs For Seniors Franchised Businesses, which may contain substantially different provisions from this Agreement, including higher or lower royalty fees and new fees not contained in this Agreement.

iii. In the event you fail to give us notice as provided in Paragraph 2.b.i(a) of your intent to renew the franchise, we are under no obligation to renew the Franchise Agreement. Further, in said event we have the right to commence measures to seek another franchisee for the Franchised Business, including advertising or contracting with a business broker.

iv. We may in our sole discretion extend this Agreement's term for the time period necessary to either give us reasonable time to correct deficiencies or to give us adequate time to give notice to you of our refusal to grant a successor franchise as required under this Agreement or under applicable law.

v. In the event you do not execute the Renewal Franchise Agreement after the expiration of the Initial Term, and you continue to accept any of the benefits of this Agreement after the expiration of the Initial Term, then at our option, this Agreement may be treated either as: (i) expired as of the date of the expiration with you then operating without a franchise agreement and in violation of our right; or (ii) continued on a month-to-month basis (the "Interim Term") until either party provides the other party with written notice of such party's intention to terminate the Interim Term. In the latter case, all of your obligations shall 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 expiration of this Agreement shall be deemed to take effect upon termination of the Interim Term. In the event

of either (i) or (ii) of this Paragraph, you shall be obligated to pay a monthly royalty fee in the amount of twelve percent (12%) of the Gross Revenues of the Franchised Business (as defined in Paragraph 8.c. hereof).

3. **DEVELOPMENT OF FRANCHISED BUSINESS; TERRITORY**

a. **Location.** You are not required to operate your Franchised Business out of a commercial space. You may at your option operate out of your home. We do not evaluate or approve the location of your Franchised Business, nor do we require it to be located within your Territory. The only requirement is that you furnish us the address of a physical location ("Business Address") where you maintain your business records relating to the Franchised Business, and where we send you Notice.

b. **Territory**

i. You receive an exclusive Territory as described in Rider A. The size of your Territory depends on whether you have selected a Basic, an Extended, or a Regional franchise. A "Basic Territory" consists of approximately 50,000 people over the age of sixty-two (62). An "Extended Territory" consists of approximately 100,000 people over the age of sixty-two (62), and a "Regional Territory" consists of approximately 150,000 people over the age of sixty-two (62).

ii. We will not, so long as this Agreement is in force and effect and you are not in default under any of the terms hereof or except as provided in this Paragraph 3.b.ii and in Paragraph 9.t (National Accounts) below, franchise or operate any other business that provides similar services under the Chefs For Senior marks or under different marks, within your Territory. However, we have the right to grant such other franchises outside of the Territory as we, in our sole and exclusive discretion, deem appropriate.

iii. You are prohibited from marketing, soliciting, or providing meal preparation services for Clients located outside the geographic boundaries of your Territory.

iv. The sole exception to Paragraph 3.b.ii applies only if all the following conditions are met:

(a) The area in which you market or solicit Clients is not the Territory of another Chefs For Senior franchisee;

(b) At the point that your Gross Revenues reach the level of Three Thousand Dollars ($3,000.00), then at least eighty percent (80%) of your Gross Revenues must be generated from Clients who are located within your Territory; and

(c) Upon another Chefs For Seniors franchisee acquiring a franchise whose territory includes the locations of any Clients for whom you are providing meal preparation services, you must immediately turn such Clients over to such franchisee, without any compensation to you.

v. You may not modify your Territory under any circumstances other than pursuant to Paragraph 8.b.

c. **Toolbox, Computer, Cell Phone, Software, Signs.** You agree to use in the operation of the Franchised Business the Toolbox, software, and signs we approve. The Toolbox is a carrying case containing the pots, pans, knives, utensils, and other supplies you will use in preparing meals for Clients. We reserve the right to approve the brands and specifications of your Toolbox items, which will be published in the Operations Manual. You must have a laptop computer that is capable of processing the Client scheduling software we designate. You must have an iPhone or an Android cell phone. If we develop proprietary software, you may be required to enter into a software license agreement and pay a software license fee. You must obtain and display the signage we specify in the Operations Manual. If you propose to purchase or lease any such item not theretofore approved by us or as meeting its specifications, you shall first notify us, and we may require submission of sufficient specifications, photographs, drawings and/or other information and samples to determine whether such items meet our specifications. We shall advise you within sixty (60) days whether such item meets its specifications.

d. **Franchised Business Opening.** You must obtain our prior written approval via email before you open for business. You must commence the Franchised Business within ninety (90) days from the date of this Agreement. If you fail to commence the Franchised Business within said ninety (90) period, then this Agreement and the Franchise granted hereby may, at our sole option, be terminated upon our giving written notice to you.

4. **TRAINING AND GUIDANCE.**

a. **Initial Training.** We will furnish to you and one additional person you designate an initial training program in all phases of the operations of a Chefs For Seniors Franchised Business. The initial training is included in the franchise fee. You must complete the training program to our satisfaction. The training program shall be three (3) days at our corporate location. You are responsible for the travel and living expenses (including local transportation expenses) incurred while attending the initial training program.

b. **Refresher Training**. If we provide refresher and supplemental training programs, you must attend such training. We reserve the right to charge you a fee for refresher and supplemental training. In addition, you are responsible for the travel and living expenses (including local transportation expenses) incurred while attending any refresher training programs.

c. **Guidance and Assistance.** We will furnish guidance to you with respect to: (1) specifications, standards and operating procedures utilized by Chefs For Seniors Franchised Businesses, and any modifications thereof; (2) scheduling; (3) the establishment and maintenance of administrative, bookkeeping, accounting and general operating and management procedures. Such guidance shall, in our discretion, be furnished in or supplemented by our Operations Manual (the "Manual"), Franchisee intranet, bulletins, written reports and recommendations, other written materials, and/or telephonic consultations or consultations at our offices. We will make no separate charge to you for customary operating assistance. However, we reserve the right to charge you reasonable fees if our assistance is required due to your failure to comply with any provision of this Agreement or any specification, standard or operating procedure we prescribe, or the operating assistance you request is in excess of that normally provided by us. We will, at our option and at your request, furnish you assistance in your location, provided you pay us our applicable per diem fee plus travel, lodging, and meal expenses.

d. **Operations Manual.** We will lend you during the term of the Franchise one copy of the Operations Manual ("Manual"). The Operations Manual contains mandatory and suggested specifications, standards, and operating procedures we prescribe from time to time for a Chefs For Seniors Franchised Business and information relative to your other obligations hereunder. You must comply with all mandatory specifications, standards and procedures set forth in the Operations Manual. We may make reasonable modifications to the Manual from time to time to reflect changes in the specifications, standards and operating procedures of Chefs For Seniors Franchised Businesses. No such modification shall alter your fundamental rights under this Agreement. For purposes of this paragraph, "fundamental rights" shall mean the rights of Franchisee with respect to the financial terms specified in this Agreement, your territorial rights, and your right to operate your business in the manner set forth in this Agreement and in our Manual. The Operations Manual may be in partly or completely in electronic or paper form, at our discretion. You must keep your copy of the Operations Manual current by immediately inserting all modified pages we furnish you. In the event of a dispute relative to the contents of the Operations Manual, the master copies we maintain at our office shall be controlling. You may not at any time copy any part of the Operations Manual, or remove any Manual from your Business Address.

5. **MARKS.**

a. **Ownership and Goodwill of Marks.** Your right to use the Marks is derived solely from this Agreement and is limited to the conduct of business pursuant to and in compliance with this Agreement and all applicable specifications, standards and operating procedures we prescribe from time to time during the Term. Any unauthorized use of the Marks by you shall constitute an infringement of the rights of Franchisor in and to the Marks. At our sole option, we may pursue the remedies available under trademark counterfeiting laws, in addition to or instead of trademark infringement. You agree that your usage of the Marks and any goodwill established thereby shall inure to the exclusive

benefit of Franchisor, and you acknowledge that this Agreement does not confer on you any goodwill or other interests in the Marks. You shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any others in contesting the validity or ownership of any of the Marks. All provisions of this Agreement applicable to the Marks shall apply to any additional trademarks, service marks, logo forms and commercial symbols hereafter authorized for use by and licensed to you pursuant to this Agreement.

b. **Limitations on Use of Marks.** You agree to use the Marks as the sole identification of the Franchised Business, provided that you shall identify yourself as the independent owner thereof in the manner we prescribed. You shall not use any Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, nicknames, terms, designs or symbols, or in any modified form (including any local or special adaptations or artistic variations of any of the Marks), nor may you use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by us. You shall not for your own account register the Marks on any form of technology, including, websites, Social Media, or smart phone applications. With prior written approval from us, you may use the Marks online for specific uses, including online directories, Google AdWords, Facebook content and ads, display ads, and other online ads. You may also post content on your personal Social Media pages using the Marks with prior written approval from us. You agree to display the Marks prominently and in the manner we prescribed on signs, forms, and other materials and articles. Further, you agree to give such notices of trademark or service mark ownership or registration and copyrights as we specify and to obtain such fictitious or assumed name registrations as may be required under applicable law. Any and all uses of any of the Marks shall include such information and samples as we may require. You may not use "Chefs For Seniors" or a derivative thereof in its corporate, assumed, or other formal name.

c. In the event we deem it advisable, you shall file for and maintain a "certificate of trade name" in the county or other appropriate jurisdiction in which your Franchised Business is located. If we request, you must also sign such other documents that we reasonably require in order to allow others in your state to use our Names and Marks, including any documents required by the applicable Secretary of State or Department of Commerce located in your state.

d. **Notification of Infringements and Claims.** You shall notify us immediately in writing of any apparent infringement of or challenge to your use of any Mark, or claim by any person other than us or our Affiliates of any rights in any Mark or any similar trade name, trademark, or service mark of which you become aware. You shall not communicate with any person other than Franchisor and their counsel in connection with any such infringement, challenge or claim. We have sole discretion to take such action as they deem appropriate and to control exclusively any litigation, U. S. Patent and Trademark Office proceeding or any other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. 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 counsel for Franchisor, be necessary or advisable to protect and maintain

the interests of Franchisor in any such litigation, U.S. Patent and Trademark Office proceeding or other administrative proceedings or otherwise to protect and maintain the interests of Franchisor in the Marks.

e. **Discontinuance of Use of Marks.** If it becomes advisable at any time, in our sole discretion, for Franchisor and/or Franchisee to modify or discontinue use of any Mark, and/or use one or more substitute trademarks or service marks, you agree to comply therewith, at your expense, within a reasonable time after notice thereof by us. We are not obligated to reimburse you for your expenses of complying with these obligations.

f. **Indemnification of Franchisee.** We agree to indemnify you against and to reimburse you for all direct, but not consequential (including loss of revenue and/or profits), damages for which you are held liable in any proceeding arising out of the use of any Mark pursuant to and in compliance with this Agreement, and for all costs you reasonably incur in the defense of any such claim brought against you or in any such proceeding in which you are named as a party, provided that you have timely notified us of such claim or proceeding and have otherwise complied with this Agreement, and that we shall have the right to defend any such claim. If we defend such claim, we shall have no obligation to indemnify or reimburse you with respect to any fees or disbursements of any attorney you retain.

6. **PROPRIETARY INFORMATION.**

a. **The Proprietary Information.** We possess certain proprietary information, some of which constitutes trade secrets under applicable law ("the Proprietary Information") relating to developing and operating Chefs For Seniors Franchised Businesses, including:

Territory designation criteria;

training and operations materials;

methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Chefs For Seniors Franchised Businesses;

marketing and advertising programs for Chefs For Seniors Franchised Businesses;

knowledge of, specifications for, and suppliers of products and supplies;

Client data and Client lists, including names, addresses and other information;

knowledge of the operating results and financial performance of Chefs For Seniors Franchised Businesses other than your Franchised Business; and

graphic designs, proprietary software, and related intellectual property

Any and all information, processes or techniques, which we designate as confidential or proprietary, shall be deemed Proprietary Information. We may disclose the Proprietary Information to up through furnishing Franchisee forms, information regarding development and operation of the Franchised Business, training programs, the Operations Manual, and through guidance furnished to you during the term of this Agreement.

Proprietary Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the industry through publication or communication by others (without violating an obligation to us); or which, after we disclosed it to you, lawfully becomes generally known in the industry through publication or communication by others (without violating an obligation to us). However, if we designate any material as Proprietary Information, anyone who claims that it is not Proprietary Information must prove that one of the exclusions provided in this paragraph is fulfilled.

b. **Limitations on Your Use.** You acknowledge and agree that you will not acquire any interest in the Proprietary Information, other than the right to utilize the same in the development and operation of the Franchised Business pursuant to this Agreement and in accordance with the terms of this Agreement or other agreements between Franchisee and Franchisor or our Affiliates, and that the use or duplication of the Proprietary Information in any other business would constitute an unfair method of competition. You hereby agree that you and your affiliates, officers, directors, partners and all owners of any interest in Franchisee and/or the Franchised Business: (a) will not use the Proprietary Information in any other business or capacity; (b) will maintain the absolute confidentiality of the Proprietary Information during and after the Term; (c) will not make unauthorized copies of any portion of the Proprietary Information disclosed in written, visual, electronic, auditory or any other form; and (d) will adopt and implement all reasonable procedures we prescribe to prevent unauthorized use or disclosure of the Proprietary Information including restrictions on disclosure thereof to employees and the use of a separate written agreement with employees and agents incorporating nondisclosure and noncompetition clauses in a form satisfactory to us, including naming us as an intended third party beneficiary. In connection with this obligation, you shall notify us of the name and address of each affiliate, officer, director, partner, supervisory employee and owner of Franchisee and shall update such information whenever necessary. Such notification shall contain and have annexed thereto a copy of the written agreement executed by the individual at the time such individual acquires an interest in or becomes associated with or employed by Franchisee, in which such individual consents to be bound by the restrictive covenants contained in said agreement and to our and your enforcement of such covenants. An example of a separate written agreement currently considered satisfactory to us, including provisions to confirm our ownership of Ideas, is the Confidentiality and Non-Competition Agreement attached to the Franchise Disclosure Document as Exhibit C. You are solely responsible for making certain that the terms of said Confidentiality and Non-Competition Agreement are

enforceable in your state, and if your legal counsel advises revisions to comply with the laws of the state in which you conduct business, you shall furnish us a copy of the revised document prior to using it with any of your employees. You shall retain all written Confidentiality and Non-competition Agreements with your business records for the time period specified in the Manual or under applicable law. You shall enforce all covenants and give us notice of any breach or suspected breach of which you have knowledge. The requirement for the Nondisclosure and Noncompetition Agreement between Franchisee and its employees, including the provision that makes us an intended third party beneficiary, shall not create an employee or joint employee relationship between us and your employees, nor does it constitute control by us over your employees' conditions of employment. The obligations of Franchisee pursuant to this Paragraph 6.b. shall survive the termination or expiration of this Agreement.

c. **Innovations.** All ideas, concepts, techniques, and marketing, advertising or other materials ("Ideas") relating to a Chefs For Seniors business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of our System, and works made-for-hire for us. To the extent that any item does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us in this regard. You agree that we shall have the perpetual right to use and authorize other Chefs For Seniors Franchised Businesses to use such ideas, concepts, methods and techniques without further consideration to you.

d. **Client List and Client Data.** Client Lists and Client Data are included in "Proprietary Information" as defined in Paragraph 6.a. above. The list of Clients ("Client Lists") that you service during the term of this Franchise Agreement, and the information relating to said Clients ("Client Data") are our Proprietary Information and property. At the expiration or termination of this Franchise Agreement for any reason, you must promptly turn over to us the entire list of Clients and you will make no further use of that list for any purpose whatsoever. You also agree that Client Data is our sole and exclusive property. Your use of Client Data shall be by virtue of this limited license from us. Your license to use the Client Data is limited to the operation of your Franchised Business during the term of this Agreement. Upon expiration or termination of this Agreement, you will transmit to us, all Client Lists, Client Data and copies thereof.

7. RELATIONSHIP OF THE PARTIES.

a. **Independent Contractors.** It is understood and agreed by the parties that this Agreement does not create a fiduciary relationship between them, that Franchisee and Franchisor are independent contractors, and that nothing in this Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose. You and we agree that no training, assistance or supervision, which we may give

or offer to you will defeat our relationship as independent contractors. We will not be liable for damages to any person or property arising directly or indirectly out of your operation of the Franchised Business. We will not be liable for taxes levied upon you or your Franchised Business. You acknowledge our training, guidance, advice and recommendations, your obligations under this Agreement and the standards or specifications we require are imposed not for the purpose of exercising control you or your operations, but rather are for the limited purposes of protecting our proprietary marks, goodwill and brand consistency.

b. **Your Obligations.** You shall conspicuously identify yourself in all dealings with Clients, suppliers, and others as the owner of the Franchised Business under a Franchise granted from us, and shall place such notices of independent ownership on such forms, business cards, stationery, advertising and other materials as we may require. We have not authorized or empowered you to use the Marks except as provided by this Agreement, and you shall not employ any Mark in signing any contract, check, purchase agreement, negotiable instrument or other legal obligation without our prior written consent or employ any Mark in a manner that may result in our liability for your indebtedness or obligation.

c. **Negation of Liability.** Neither we nor you shall make any express or implied agreements, guaranties or representations or incur any debt in the name of or on behalf of the other or represent that our relationship is other than that of franchisor and franchisee. Neither we nor you shall be obligated by or have any liability under any agreements or representations made by the other. We shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of your operation of the Franchised Business, whether or not caused by your negligent or willful action or failure to act. We shall have no liability for any sales, use, excise, gross receipts, property or other taxes of Franchisee or the Franchised Business.

d. **Indemnification.** You agree to indemnify us and our subsidiaries, Affiliates, stockholders, directors, officers, employees, agents, successors, and assignees against and to reimburse us for all obligations, damages, and taxes set forth in this Agreement for which we are held liable and for all costs reasonably incurred by us in the defense of any claims brought against us or in any action in which we are named as a party, including reasonable attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses as a result of or related in any way to your operation of the Franchised Business, except to the extent caused by our negligent or willful action or failure to act. You shall also indemnify and hold us and our officers, directors, employees and agents harmless from any and all claims, demands or liabilities arising from the offer or sale of securities, whether asserted by a purchaser of any security or by a governmental agency. We have the right to defend any such claims against us.

e. **Survival.** The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

8. **FRANCHISE AND OTHER FEES.**

a. **Initial Franchise Fee.** You agree to pay to Franchisor, upon execution of this Agreement, an initial franchise fee as set forth in Rider A, based on the following fee schedule:

Basic Territory:

Nine Thousand Dollars ($9,000)

Extended Territory:

Thirteen Thousand Dollars ($13,000)

Regional Territory:

Fifteen Thousand Dollars ($15,000)

The initial franchise fee shall be fully earned by Franchisor upon its payment, and shall be non-refundable, with one exception. The only circumstance under which the initial franchise fee is refundable is if we determine during or following training that (i) you have not completed training to our satisfaction, or (ii) you do not have the personal abilities, aptitudes, or attitude we require. In that event, we may terminate this Agreement, and shall promptly return to you the initial franchise fee you paid.

b. **Purchase of Additional Territory.** In the event, subsequent to opening your Franchised Business, you wish to increase your Territory, you may purchase a "Block" in addition to your Territory. A "Block" is defined as a geographic area containing approximately 50,000 people over the age of sixty-two (62). You may purchase Blocks (of approximately 50,000 people over the age of sixty-two (62) each) in addition to your initial Territory under the following conditions:

i) You must pay us Seven Thousand Five Hundred Dollars ($7,500.00) per additional Block you purchase.

ii) Each additional Block you purchase must be contiguous with your then-existing Territory.

iii) You must obtain our prior written approval of the boundaries of any additional Blocks you wish to purchase. We may in our sole and absolute discretion withhold such approval of the boundaries of your proposed additional Blocks.

iv) We have the absolute right to refuse to sell you additional Blocks.

v) We have the absolute right to waive one or more of the conditions set forth in Paragraph 8.b, except that we may not waive the payment of the fee for any additional Block.

c. **Royalty Fee.** You agree to pay to us, via electronic bank draft as described below, a monthly royalty fee in the amount of eight percent (8%) of the Gross Revenues of the Franchised Business (as defined in Paragraph 8.e. hereof), subject to the Minimum Royalties set forth in Paragraph 8.d. below. The royalty fee shall be due on the 10th of each month for the preceding month. We reserve the right to change the payment schedule for the royalty fee (e.g., weekly or semi-monthly instead of monthly) upon thirty (30) days' notice to you.

d. **Minimum Royalties.** Prior to your thirteenth (13^{th}) month of your Franchised Business, you must pay 8% of Gross Revenues. Beginning with your thirteenth (13^{th}) month of your Franchised Business, you must pay a Minimum Royalty of One Hundred Fifty Dollars ($150).

e. **Grand Opening Advertising**. Within your first twelve (12) months of your Franchised Business, you must pay us for grand opening advertising in the amount of at least five thousand dollars ($5,000.00) to cover the costs of digital advertising to be managed by us through our Local Digital Ads Program (as hereinafter defined) in the twelve (12) months following the opening of your Franchised Business (the "Grand Opening Advertising Fee").

f. **Definition of "Gross Revenues."** As used in this Agreement, the term "Gross Revenues" shall mean the entire amount of all gross sales and business receipts, including direct or indirect barter transactions, catering accounts, proceeds of business interruption insurance policies, arising out of the operation of the Franchised Business, or through or by means of the business conducted in connection therewith, whether for cash or credit, but excluding: (1) sales, use, or service taxes collected from Clients and paid to the appropriate taxing authority; and (2) all bona fide Client refunds and approved rebates, discounts and allowances. Gross Revenues excludes cash tips and reimbursements paid to you by your Clients for groceries and containers. You agree that we may independently access your Client database at any time to view your Client scheduling.

g. **Interest on Late Payments.** All royalty fee and other amounts which you owe us or our Affiliate shall bear interest after their due date at the lower of 1.5% per month, or the highest contract rate allowed by local law. We may compound the interest on a monthly basis. You acknowledge that this Paragraph shall not constitute our agreement to accept such payments after they are due or a commitment by us to extend credit to, or otherwise finance, your operation of the Franchised Business. Further, you acknowledge that your failure to pay all such amounts when due shall constitute grounds for termination of this Agreement, as provided in Section 16 hereof, notwithstanding the provisions of this Paragraph.

h. **Application of Payments.** Notwithstanding any designation you may make, we shall have sole discretion to apply your payments to any of your past due indebtedness for royalty fees, purchases from us or our Affiliates, interest or other indebtedness owed by you to us or our to Affiliates.

i. **Electronic Bank Draft Plan**. You shall make payments of the royalty fee and all other payments due us through an Electronic Bank Draft Plan on a bank account you are required to establish and maintain for the purpose of making payments to us. You shall execute such documents as we may require from time to time to permit us to withdraw from your general operating checking account the amounts due us. The form authorizing the electronic bank draft is attached as Rider C.

i. In the event you fail to submit required sales reports to us when due, we reserve the right to withdraw an estimated amount for the royalty fee, based on the average Gross Revenues for the last two (2) reported months. If you fail to report Gross Revenues for two (2) consecutive months, we reserve the right to withdraw an estimated amount for the royalty fee, based on the average Gross Revenues, plus ten percent (10%) for the last two (2) reported months.

ii. You may not make any change in its banking relationships, including any change in the account number of its general operating account, or any change in banks, without executing all documents and paying any out-of-pocket expenses required to authorize payments to us by electronic bank draft from your new bank account.

iii. In the event any electronic bank draft is declined, dishonored, or refused, due to insufficient funds, we will attempt another electronic bank draft. In the event any electronic bank draft is dishonored, you shall pay us an assessment of Twenty-Five Dollars ($25.00) for each of the first three (3) times payment is declined due to insufficient funds in any calendar year; after the third time in any calendar year, the assessment is Fifty Dollars ($50.00) each. You shall also immediately remedy the reason the electronic bank draft was dishonored, and notify us that the electronic bank draft will be honored.

iv. In the event any electronic bank draft is declined, dishonored, or refused, due to the bank account being closed, you shall pay us an assessment of Twenty-Five Dollars ($25.00) per transaction for each of the first three (3) times payment is declined due to a closed bank account in any calendar year; after the third time in any calendar year, the assessment is Fifty Dollars ($50.00) each. You shall also provide us new bank account information, execute all documents and pay any out-of-pocket expenses required to authorize payments to us by electronic bank draft from your new bank account.

v. In the event an electronic bank draft is not honored after following the steps described above, you will be deemed to be in material breach of this Agreement and be subject to all the remedies available to us in this Agreement.

j. **Document Name Change Fee**. In the event Franchisee requests and Franchisor approves any alteration, addition, or modification in the name or identity of the

Franchisee on this Agreement, You agree to pay us a Document Name Change Fee in the amount of Two Hundred Fifty Dollars ($250.00). Provided, however, this fee shall be waived the first time a transfer is made pursuant to Paragraph 14.b.(iv).

k. **Email Account Fee**. You must pay us a monthly fee for the Chefs For Seniors email account we assign to you.

9. **OPERATING STANDARDS.**

a. **Requirements for Quality Service.** All Clients who are serviced by your Franchised Business must be assured that the chefs who come into their home to prepare food meet certain standards for quality, competence, and safety. Each chef you employ must meet the following requirements:

i. has obtained a Food Handler Certificate through ServSafe* or will complete it prior to servicing Clients;
ii. has passed a criminal and driving record background check; and
iii. has passed a reference check you conduct with the chef's previous employers.

*ServSafe is a food and beverage safety training and certification program administered by the National Restaurant Association. The program is accredited by ANSI and the Conference for Food Protection.

b. **Image of the Franchised Business.** The presentation of an image in compliance with our minimum standards and specifications to the public is an essential element of a successful franchise system. You shall offer for sale all products and services that we, in our sole discretion, may require, and shall make such expenditures as may be necessary to enable it to fulfill such obligation, including the purchase or lease of new equipment or services, and the hiring and training of suitable personnel. You further agree that the Franchised Business will not, without our prior written approval, provide and/or offer for sale any products or services not then authorized by us for Chefs For Seniors Franchised Businesses. We reserve the right to revoke our approval of any products or suppliers previously authorized at any time upon written notice to you, provided that you may continue to offer and sell all remaining on-hand or ordered non-cancelable inventory of such products or from such suppliers as of the date of receipt of written notice from us. We may, from time to time, conduct market research and testing to determine consumer trends and the salability of new food and beverage products and services. You agree to cooperate by participating in our market research programs, test marketing of new services and products in the Franchised Business, Client feedback programs, and providing us with timely reports and other relevant information regarding such market research.

c. **Standards and Sources of Supplies and Compliance with Preparation Methods, Recipes, and Menu.**

i. You are required to obtain all your proprietary items from us or our designated supplier. You are also required to purchase from our designated suppliers a mandatory initial inventory of private label items.

ii. Other than products which must be purchased from us, our Affiliates or our designated supplier pursuant to Paragraph 9.c.i. herein, you agree that the Franchised Business will purchase food items from established grocery stores that have permanent retail space. You are prohibited from purchasing food items from farmers markets, bulk unbranded food distributors, or mail order companies (e.g. Amazon).

iii. You agree to use in the operation of the Franchised Business only signs, equipment, merchandise, materials and supplies that conform to our minimum specifications and quality standards and/or are purchased from suppliers we approve from time to time (which may include us and/or our Affiliates).

iv. We may modify the minimum standards and specifications and/or the list of approved brands and/or suppliers. If you propose to use or offer any food products or beverages, other products or services, ingredients or supplies (other than those which must be purchased pursuant to Paragraph 9.c.i.) which do not comply with our then-current minimum standards or specifications or which are purchased from a supplier that has not been approved, you shall first notify us in writing and submit sufficient information, specifications and samples concerning such item or supplier for determination by us as to whether such item complies with our specifications and standards, and/or whether the supplier meets our approved supplier criteria. We shall, within thirty (30) days, notify you whether or not such proposed item or supplier is approved. We may from time to time prescribe procedures for submission of requests for approval of items or suppliers and obligations which approved suppliers must assume (which may be incorporated into a written agreement to be executed by approved suppliers). We may impose limits on the number of suppliers and/or brands for any ingredient or food or beverage product used or served by the Franchised Business. We reserve the right to require that suppliers we approve agree to pay us a rebate on purchases made by franchisees.

v. We may furnish you sample recipes and menus for you to use in your Franchised Business, but you are not required to use them. You may develop your own recipes and menus.

vi. You acknowledge and agree that we or our Affiliates have or may in the future proprietary products, including whey supplements, and other proprietary mixtures and products. We reserve the right to require you to use such proprietary mixtures and products in the Franchised Business.

vii. We may offer you other services to offer Clients as part of your Franchised Business. We have the right to establish standards and requirements that you must meet in order to have the right to offer those other services.

d. **Operating Procedures.** You acknowledge that each and every detail of the appearance and operation of the Franchised Business in compliance with our high standards is important. You agree to cooperate with us by maintaining such high standards in the operation of the Franchised Business. You agree to comply with all mandatory specifications, standards and operating procedures relating to the function and operation of a Chefs For Seniors Franchised Business including specifications, standards and operating procedures and rules relating to: (1) proper customer service; (2) methods and procedures relating to the operation of the Franchised Business; (3) advertising and promotion; (4) use of standard forms; (5) the handling of Client inquiries and complaints; and (6) prohibition against smoking in the Clients' homes. Mandatory specifications, standards and operating procedures that we prescribe from time to time in the Operations Manual, or otherwise communicated to you in writing, shall constitute provisions of this Agreement as if fully set forth herein. All references herein to this Agreement shall include all such mandatory specifications, standards and operating procedures.

e. **Compliance with Laws and Good Business Practices.** You shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of the Franchised Business. You shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations including all government regulations relating to health and safety, workers' compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales taxes. All advertising you conduct shall be completely factual, in good taste in our judgment, and shall conform to the highest standards of ethical advertising. You shall in all dealings with your Clients, suppliers, employees, and public officials adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to us and the goodwill associated with the Marks and other Chefs For Seniors Franchised Businesses. In the event you shall fail to secure any license or permit required for the operation of the Franchised Business, we, at ours option and in addition to its other rights and remedies hereunder, may obtain such license or permit on your behalf, and you shall fully cooperate with us in our efforts to obtain such license or permit on your behalf, and shall pay to us, on demand, all costs and charges we incur. You are solely responsible for your own investigation of and compliance with all laws and regulations to which you or the Franchised Business are subject, and if your compliance with such laws or regulations require, you shall automatically be entitled to a variance of any standard, specification, requirement, term or condition imposed hereunder for such compliance. We do not represent that any of the training, guidance, advice or recommendations which we provide, or the standards, specifications, requirements or restrictions which we impose (all of which are provided or imposed for the protection of the proprietary marks, goodwill and brand consistency) comply with the laws and regulations to which you and/or

the Franchised Business may be subject. The indemnification in Paragraph 7.d. applies to your obligations under this Paragraph 9.e.

f. **Management and Personnel of the Business.** You shall devote your best efforts to the Franchised Business. We do not require that you operate the Franchised Business on a full-time basis, but you are prohibited from engaging in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments, or otherwise may conflict with your obligations hereunder, without our express written consent. The majority owner of Franchisee must be personally involved in the Franchised Business, including providing services to Clients. Franchisee shall hire all employees of the Franchised Business and shall be exclusively responsible for the hiring, retention, firing, scheduling, wages, benefits, vacations, discipline, performance evaluations, awards, promotions, demotions, work assignments, time off, and all other terms of their employment and compensation and for the proper training of such employees. You are solely responsible for establishing your own employee relations policies and the handling any disciplinary matters that may arise with your employees. If you request us to train your manager, you shall pay us our then-current Manager Training Fee. You shall establish for all your employees a training program meeting the standards we prescribe. You shall require all managers of the Franchised Business to execute our then current form of Confidentiality and Non-Competition Agreement and shall provide us a copy of the executed agreement for each manager of the Franchised Business, as provided in Paragraph 6.b. You shall require all employees to maintain a neat and clean appearance and to conform to the employee uniform requirements as we specify. You must, on all employment applications you give out to employee applicants, have printed on said applications: *"You are applying for a job to work for an independently owned Franchisee and not for the Franchisor."* You shall notify and communicate clearly with your employees in all dealings, including its written and electronic correspondence, paychecks, employee handbooks, employment policies and procedures, other materials, that Franchisee (and only Franchisee) is their employer, and that Franchisor is not their employer. You shall not, during the term of this Agreement and for a period of two (2) years following termination or expiration of this Agreement for any reason, recruit or hire any of our employees or of a Chefs For Seniors Business operated by another Franchisee, Franchisor, an Affiliate of Franchisor, without obtaining the prior written permission of that employee's employer.

g. **Exclusive Relationship.** We have entered into this Agreement with you on the express condition that you and your owners will deal exclusively with us. You therefore agree that during the term of this Agreement, except for the Franchised Business, neither you nor any of your owners shall (1) have any direct or indirect ownership interest in any Competitive Business located or operating anywhere in the world; (2) have any direct or indirect ownership interest in any entity which is granting franchises or licenses or establishing joint ventures for operation of Competitive Business anywhere in the world; (3) perform services as a director, officer, manager, employee, consultant, representative, agent, lessor, lender, or otherwise for any Competitive Business or any business which is granting

franchises or licenses or establishing joint ventures for the operation of Competitive Businesses anywhere in the world, or (4) directly or indirectly, for Franchisee or for any other person or entity, alone or through or on behalf of others, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, sell or lease the assets of the Franchised Business to, or have any financial or other interest in, a Competitive Business anywhere in the world. The restrictions of this Section shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on an over-the-counter market that represent three percent (3%) or less of the number of shares of that class of securities issued and outstanding. To the extent that any provision of this Paragraph 9.g. is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but could be enforceable by reducing any or all thereof, Franchisee and Franchisor agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. For purposes of this Paragraph 9.g, the term "Competitive Business" shall mean the preparation of individualized meals either outside or within the home of the Clients, for consumption by the Clients in their homes. "Competitive Business" shall not include commercial restaurants.

h. **Insurance.**

i. During the term of the Franchise, you shall maintain in force, under policies of insurance issued by carriers we approve, comprehensive general liability and property damage insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchised Business, or otherwise in conjunction with the conduct of business by Franchisee pursuant to the Franchise Agreement, under one or more policies of insurance containing coverage for:

(a) General Liability of $1,000,000 per occurrence/$2,000,000 General Aggregate with no limitation to coverage for Products & Completed Operations or premises where operations may be conducted;
(b) $1,000,000 Commercial Auto Liability which shall be carried on a Hired and Non-Owned basis (the Hired and Non-Owned basis designation is only required if you have chef employees);
(c) Personal auto liability with $100,000/$300,000 minimum limits for Bodily Injury and $100,000 minimum limit for Property Damage;
(d) Workers Compensation including Employers Liability in the limit of no less than $500,000.

ii. The cost of insurance will vary based on the types and limits of the insurance you purchase and other factors affecting risk exposure. We may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks,

changes in law or standards of liability, higher damage awards or other relevant changes in circumstances.

iii. Each insurance policy described in this Section shall be issued by an insurance carrier rated A- (Excellent) or better Financial Size IX ($250 to $500 Millions) or larger.

iv. Each insurance policy shall name Chefs For Seniors Franchising, LLC. (whose Principal Office address is 2169 Southern Court, Cottage Grove, Wisconsin 53527) as additional insured on a primary and noncontributory basis, with respect to policies secured, and shall provide for thirty (30) days' prior written notice to us of any material modification, cancellation or expiration of such policy, unless prohibited by local insurance regulation. All policies must have a waiver of subrogation in our favor.

v. Prior to the opening of the Franchised Business and prior to the expiration of the term of each insurance policy, you shall furnish us with a copy of each insurance policy to be maintained by you for the immediately following term and evidence of the payment of the premium therefor. If you fail or refuse to maintain required insurance coverage, or to furnish satisfactory evidence thereof and the payment of the premiums therefor, we, at our option and in addition to our other rights and remedies hereunder, may obtain such insurance coverage on your behalf, and you shall fully cooperate with us in our effort to obtain such insurance policies, promptly execute all forms or instruments required to obtain or maintain such insurance and pay to us, on demand, any costs (including our administrative fee) and premiums we incur.

vi. Your obligations to maintain insurance coverage as herein described shall not be affected in any manner by reason of any separate insurance we maintain, nor shall our maintenance of such insurance relieve you of any obligations under Section 7 of this Agreement.

i. **Cooperation with Communication of our Franchising Information.** You agree to cooperate with us in communication of our franchising information such as displaying franchising information where we designate and/or including a franchising tag line on local advertising. You will not be responsible for paying for any such communication that we have implemented.

j. **Computer**. You shall, throughout the term of this Agreement, maintain a computer system capable of processing our required scheduling software. You must also maintain an active e-mail account and have access to the internet for receiving bulletins, updates, and other information from us, accessing our intranet site and using vendor on-line ordering systems. You must have Broadband (DSL or cable) high-speed internet access. We may require you to lease proprietary software from us or a third party we designate, and to enter into a software license agreement with us or such third party. We reserve the right to access information and data

pertaining to the Franchised Business produced by and/or Franchised Business on your computer system.

k. **Communication with Franchisor.** In order for us to be able to communicate effectively with our franchisees on a bulk and/or individual basis, you agree to maintain the equipment necessary for such communication. Currently, we rely on email communications, as well as other methods of communication. You must use the email account we assign to you, and to pay a monthly email fee. You agree to maintain in the Franchised Business at all times during the term of this Agreement, the email account we assign you. As technology advances, you must comply with any modified requirements, as set forth in the Operations Manual, in order for us to be able to communicate with you.

l. **Variation of Standards.** Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we consider to be best, to vary standards described in this Agreement for any franchise owner based upon the peculiarities of any condition that we consider important to that franchise owner's successful operation. You have no right to require us to grant you a similar variation or accommodation.

m. **Restrictions Against Potentially Offensive Items.** You are prohibited from using or displaying in the Franchised Business, or allowing any employees to wear, items that are potentially offensive to Clients or other employees. By way of example only and not limiting the scope or applicability of this provision, such items include those that express any religious, political, or personal views. Our determination in this regard shall be final.

n. **Technology.** "Technology" includes websites and Social Media, as defined below.

i. Website. As used in this Agreement, the term "website" means an interactive electronic document, contained in a network of computers linked by communications software, that we operate or authorize others to operate and that refers to your Franchised Business, Proprietary Marks, Franchisor and/or the System. The term website includes, but is not limited to, the internet. In connection with any website, you agree to the following:

(a) You are strictly prohibited from creating or maintaining a website for your Franchised Business, or a website that uses our Marks, and and/or logo.

(b) We will have the sole right to create, establish, own, and control the website for your Franchised Business.

(c) You may advertise online if we have approved the ad copy in advance.

ii. Social Media. As used in this Agreement, the phrase "Social Media" means the various forms of electronic communication through which users create

online communities to share information, ideas, personal messages and other content, such as Facebook, You Tube, LinkedIn, Twitter, Vine, Google+, Instagram, Pinterest, blogs, or other similar communication methods, including smartphone applications. In connection with all Social Media, you agree to the following:

(a) You are strictly prohibited from creating your own Social Media account or posting anything on Social Media involving your Franchised Business, or that uses our Marks, except as provided in Paragraph 9.n.ii(b) and 9.n.ii(c) below.

(b) We will have the sole right to maintain the central account for all Social Media, and your Franchised Business account will be a child of the parent account we maintain. We will establish, own, and monitor all Social Media postings for your Franchised Business. You may participate in the content and maintenance of Social Media for your Franchised business, including advertising your page and posting content, but only in accordance with our guidelines and subject to our right to alter or delete postings you make.

(c) With our prior written approval, you may post on your personal social media pages about your Chefs For Seniors Franchised Business. You must submit the content to us at least fifteen (15) days prior to posting it. We have the right to require you to delete any posting, even if we have previously approved it.

o. **Food Safety Issues.**

i. We have the right to require you to cease operating your Franchised Business if we determine that your Franchised Business has deficiencies relating to food safety and cleanliness; you may not resume the Franchised Business until we have re-inspected it and determined that it meets our standards.

ii. You are strictly prohibited from speaking or communicating with the media in the event of an outbreak of a food borne illness, whether in your Franchised Business or at any other Chefs For Seniors Franchised Business. We have the right to be the sole spokesperson on these issues.

p. **Anti-Discrimination**. You shall not discriminate against any Clients (in the products or services that you provide or by refusing to provide products or services) on the basis of race, color, religion, age, sex, sexual orientation, gender identity, marital status, national origin, or disability. You will further comply with any anti-discrimination policies in the Operations Manual.

q. **Minimum Gross Revenues.**

i. Within twelve (12) months of commencing the Franchised Business, you must generate minimum Gross Revenues ("Minimum Gross Revenues") of One Thousand Five Hundred Dollars ($1,500) per month throughout the term of this Franchise.

ii. In the event you fail to attain the Minimum Gross Revenues set forth in Paragraph 9.q.i above, we will give you notice and an opportunity, within ninety (90) days, to cure said default.

iii. In the event you fail, following notice and an opportunity to cure set forth in Paragraph 9.q.ii, to generate the required Minimum Gross Revenues, we have the right, at our discretion, to terminate your Franchise Agreement.

r. **Pricing**: We have the right to establish a price floor and ceiling that will apply to your Territory. You have the right, within that floor and ceiling, to determine the prices you charge for your services. If you wish to charge prices either below the floor or above the ceiling, you must obtain our prior written approval.

s. **National Accounts**. We may, but are under no obligation to, actively or passively obtain National Accounts which have more than one place of business or client sources, which wish to utilize the services of Chefs For Seniors. If we obtain National Accounts, you must provide services to any National Account Clients located within your Territory, at the prices we negotiate. If you fail to provide services to National Account Clients located within your Territory, we may assign those Clients to another franchisee, or provide services to them ourselves or through an Affiliate.

10. **MARKETING AND PROMOTION.**

a. **By Franchisor.** There is no separate national or regional Marketing Fund or Advertising Fund to which you must contribute. We will conduct marketing and related programs as we in our sole discretion deem appropriate. We will direct all marketing programs in our sole discretion over the creative concepts, materials and endorsements used therein, and the geographic, market, and media placement and allocation of marketing expenditures. We make no representations or guarantees regarding the results of our marketing programs as they related to your Franchised Business.

b. **By Franchisee.**

i. You must purchase from us marketing starter supplies. The amount and cost of the marketing starter supplies varies, depending on the size of your Territory, as set forth in Exhibit "A."

ii. On an ongoing basis, you must spend not less than two percent (2%) of your Gross Revenues on local advertising and promotion ("Local Advertising Expenditure"). You must submit to us, on a quarterly basis, receipts, invoices, and other documentation to verify compliance with this

requirement. You acknowledge that the 2% is a minimum requirement, and we recommend additional expenditures by you on local advertising.

iii. You must obtain our prior approval of both the content and context of your advertising, including the placement, medium, specific programming, and other details where advertising will run. Prior to your use, you must submit to us via email for approval samples of all local advertising and promotional materials not prepared or previously approved by us. If we do not furnish you written disapproval within fifteen (15) days from the date of our receipt of such materials, we shall be deemed to have given the required approval. You shall not use any advertising or promotional material that we have disapproved.

c. **Local Digital Ads Program**. We are an approved supplier of local advertising, marketing and promotion programs for your Franchised Business. You may, at your option, pay all or a portion of your Local Advertising Expenditure to us to conduct digital advertising on your behalf ("Local Digital Ads Program"). We will pay the total amount you contribute to the Local Digital Ads Program (either the Grand Opening Advertising Fee or other amounts you choose to contribute) directly to providers of digital advertising, including but not limited to Google and Facebook. If you choose to spend some or all of your Local Advertising Expenditure to the Local Digital Ads Program, we reserve the right to collect the applicable amounts as agreed between you and us in the same manner as other fees due to us in accordance with Paragraph 8.i. above.

d. **Technology**. You acknowledge and agree that the restrictions set forth in Paragraph 9.n.. of this Agreement apply to your advertising and marketing activities.

11. **RECORDS AND REPORTS.**

a. **Accounting and Records.** During the Term, you agree, at your expense: (i) to establish and maintain record keeping and accounting systems conforming to the requirements we prescribe; (ii) to either formally engage a competent accountant to prepare your financial records and reports (in which event you will comply with Paragraph 11.d below), or to utilize QuickBooks Online which you must become proficient; and (iii) to prepare and preserve for seven (7) years from the date of their preparation full, complete and accurate books, records and accounts prepared pursuant to such accounting procedures as we may prescribe from time to time, copies of sales tax returns (if applicable) and copies of such portions of your state and federal income tax returns as reflect the operation of the Franchised Business.

b. **Reports and Tax Returns to be Furnished to Franchisor.** You shall furnish us the following: (i) on or before 5:00 p.m. on the 5th day of each month, a mailed or emailed transmission of the Gross Revenues used as the basis for the sales that were reported for the preceding month, (ii) by the thirtieth (30th) day of the month following the end of each quarter, a profit and loss statement as of the end of the preceding quarter, a year-to-date profit and loss statement, and a balance sheet as of the end of the preceding month; (iii) within ninety (90) days after the end of each fiscal year of the Franchised Business, an annual profit and loss statement and

source and use of funds statement for the Franchised Business and a balance sheet for the Franchised Business as of the end of each fiscal year; and (iv) by the due date by which you are required to file with applicable governmental agency each of the following tax returns, exact copies of all state sales tax returns (if applicable) and such portions of your federal and state income tax returns as reflect the operation of the Franchised Business. Further, you shall furnish us copies of other reports we designate and such other forms, reports, records, financial statements, reports, supporting records and other information as we prescribe from time to time. All such financial statements, reports and information shall be on forms we approve and shall be signed and verified by you. You agree that we will have access to your Client database on the scheduling software system, which we will use to verify your Client visits and indirectly your Gross Revenues. We may access your Client database by electronic means, including remote access, modem, the cloud, or any other internet-based technology available to us, without your knowledge or consent. We reserve the right to download sales, other data and communications from your database. We shall also have the right to obtain other sales data, in order to gather sales trend data, product mix information, or any other purpose we in our sole discretion deem appropriate. You must afford us unimpeded access to your Client database and scheduling software as we may request, in the manner, form, and at the times we request. We (and our accountant and/or other designee) shall have the right to make extracts from the copies of all such documents and information.

c. **Use of Data, Name, Photograph, and Biographical Information.** You consent to the use of your name, photograph, and biographical and financial data concerning the operation of your business, in our advertising and other literature promoting Chefs for Seniors.

d. **Consent and Authorization for Accountant to Furnish Data to Us.** You shall furnish us the identity and contact information for your accountant if you choose to use one. You hereby consent, authorize, and instruct your accountant to furnish us, upon our written request, copies of your financial records, sales information, financial reports, or any other data in the possession of your accountant, relating to your business.

e. **Our Right to Furnish Data to Governmental Agencies.** You agree that we have the right, without your prior consent or knowledge to furnish your financial records that are in our possession, to governmental agencies that request said information from us.

f. **Our Right to Use your Information.** You authorize us to use information concerning you and the Franchised Business for business purposes relating to the administration of this Agreement, the operation of our business, and disclosures required or permitted by federal or state laws or regulations in connection with the sale of franchises. This information includes your name, business and home addresses, home or mobile telephone numbers, email addresses, business financial information, results of inspections and business records. We may identify you as the source of the information. The persons we may disclose this information to include prospective and existing franchisees, vendors, landlords, financial

institutions, local purchasing cooperatives and advertising funds and includes the right, but not the obligation, to disclose information regarding your compliance, any defaults and the termination of this Agreement.

12. **INSPECTIONS AND AUDITS.**

a. **Examinations of Books and Records.**

i. **Our Right to Examine and Audit.** We shall have the right at any time, and without prior notice to you, to examine or audit or cause to be examined or audited the business records, bookkeeping and accounting records, bank statements, sales and income tax records and returns, Client database, and other books and records of the Franchised Business and the books and records of any corporation, limited liability company ("LLC"), or partnership which is the Franchisee under this Agreement or which is otherwise involved in the operation of the Franchised Business. You shall maintain all such books, records and supporting documents at all times at your Business Address. You shall fully cooperate with our representatives and accountants we hire to conduct any such examination or audit. The examination or audit contemplated by this Section may be conducted at your business location or, if you have submitted materials to us at our request, at our offices.

ii. **Audit Fees.** In the event any such examination or audit shall disclose an understatement of Gross Revenues of the Franchised Business, you shall pay us, within fifteen (15) days after receipt of the examination or audit report, the royalty fees due on the amount of such understatement, plus interest (at the rate and on the terms provided in Paragraph 8.f. hereof) from the date originally due until the date of payment. Further, in the event such examination or audit is made necessary by your failure to furnish reports, supporting records, financial statements or other documents or information, as herein required, or your failure to furnish such reports, records, financial statements, documents or information on a timely basis, or if an understatement of the Gross Revenues of the Franchised Business for any period is determined by any such examination or audit to be two percent (2%) or greater, you shall reimburse us for the cost of such audit or examination, including the charges and disbursements of any independent accountants and the travel expenses, room and board (if any) and compensation of our employees in connection with such audit or examination. The foregoing remedies shall be in addition to all our other remedies and rights hereunder or under applicable law.

b. **Right to Inspect the Franchised Business.** To determine whether you are complying with this Agreement, we or our designee shall have the right at any time, and without prior notice to you, to conduct surveys of your Clients.

13. **FEES FOR NON-COMPLIANCE**.

a. If you commit any of the defaults described in this Section 13, we may impose fees on you, in addition to the other remedies set forth in this Section 13 and elsewhere in this Agreement. The imposition of a fee in no manner limits our right to exercise any other remedy available under this Agreement or in law.

b. Failure to Report Gross Revenues. You shall pay us a fee of Fifty Dollars ($50) per day, beginning on the fifth (5^{th}) day from the date performance is due, up through and including the day the default is cured, if you fail to report the Gross Revenues of the Franchised Business as set forth in Subparagraph 11.b.i. by the stated deadline.

c. Failure to Furnish Proof of Insurance, Financial Statements and Tax Returns. You shall pay us a fee of One Hundred Dollars ($100) per day, beginning on the fifteenth (15^{th}) day from the date performance is due, up through and including the day the default is cured, if you fail to furnish us the proof of insurance set forth in Paragraph 9.h.v or the financial statements and/or tax returns as set forth in Subparagraphs 11.b.ii – v by the stated deadlines.

d. Failure to Pay Royalty Fees contributions. You shall pay us a fee of Fifty Dollars ($50) per day, beginning on the fifth (5^{th}) day from the date performance is due, up through and including the day the default is cured, if you are in default in the payment of the royalty fee required under Subparagraph 8.b.

e. Failure to Wear Chefs For Seniors Uniforms. You shall pay us a fee of Two Hundred Dollars ($200) for each and every instance, beginning with the first day up through and including the day the default is cured, that you and your chefs fail to wear the Chefs For Seniors uniforms while conducting the Franchised Business. "Conducting the Franchised Business" includes shopping for Clients' groceries and preparation of meals within Clients' homes. The imposition of this fee does not limit us from any other remedies available to it under this Agreement or under applicable law.

14. TRANSFER

a. **By Us.** This Agreement is fully transferable by us and shall inure to the benefit of any transferee or other legal successor to the interests of Franchisor herein.

b. **By You.**

i. **You May Not Transfer Without Our Approval.** You understand and acknowledge that the rights and duties created by this Agreement are personal to Franchisee (and its owners) and that we have granted the Franchise to Franchisee (and its owners) in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee (and its owners). Accordingly, neither this Agreement nor the Franchise (or any interest therein), nor any part or all of the ownership of Franchisee or of the assets of Franchisee or the Franchised Business (or any interest therein) may be transferred, sold, assigned,

pledged, mortgaged or liened without our prior written approval, and any such transfer or attempt to transfer without such approval shall constitute a breach hereof, such be null and void, and shall convey no rights to or interests in this Agreement, the Franchise, Franchisee, the Franchised Business or its assets.

ii. **Conditions for Approval of Transfer.** If Franchisee and its owners are in full compliance with this Agreement, we shall not unreasonably withhold its approval of a transfer that meets all the applicable requirements of this Paragraph. We shall interview and evaluate the proposed transferee at our Principal Office or at such other location that we designate. A transfer of ownership in the Franchised Business may only be made in conjunction with a transfer of this Franchise Agreement. All of the following conditions must be met prior to or concurrently with the effective date of the transfer (unless otherwise specified):

(a) The proposed transferee and its owners must be individuals of good moral character and otherwise meet our then applicable standards for Chefs For Seniors Franchised Business franchisees.

(b) The assignee, transferee or purchaser shall have been approved by us for financial responsibility, good moral character and suitability as an operator of a Chefs For Seniors Franchised Business;

(c) Franchisee or the transferee shall pay us prior to transferee attending the required training program a transfer fee equal to $3,000, which is not refundable in whole or in part under any circumstances;

(d) The assignee, transferee or purchaser shall not be engaged in any activity which would be prohibited by Paragraph 9.f. of this Agreement;

(e) You shall have paid all outstanding debts and obligations to us and our Affiliates, including the royalty fees and amounts due to our designated suppliers;

(f) Franchisee and its owners, and the transferee (if it has had any previous relationship with us or our affiliates), shall execute a release of any and all claims against us, and our officers, directors, agents, employees and Affiliates, arising out of or related to this Agreement, as well as claims arising out of or related to the relationship of the parties created under this Agreement, which release shall contain language and be of the form we prescribed;

(g) The assignee, transferee or purchaser (and its owners) shall, at our sole discretion, have executed and agreed to be bound by: (i) an assignment and assumption agreement satisfactory to us, whereby the transferee assumes the obligations of Franchisee under this Agreement; or (ii) our then-current form of Franchise Agreement, for a new term (not equal to

the remaining term of the assignor's franchise), which may provide for a different rate for royalty fees contributions required hereunder;

(h) We shall have approved the material terms and conditions of such assignment;

(i) You shall have entered into an agreement with us agreeing to that any obligations of transferee to Franchisee (such as any obligations of such transferee to make installment payments of the purchase price to Franchisee) shall be subordinate to all of transferee's obligations to us;

(j) The assignee, transferee or purchaser shall complete to our satisfaction, at transferee's expense and upon such terms and conditions as we may reasonably require, our training programs modified to be applicable for transferees, at such time and place we designate;

(k) If the transferee, prior to your initial contact with Franchisee, had contact with us with respect to a franchise opportunity, You shall pay us, in addition to the transfer fee described in Paragraph 14.b.ii.(c) above, a sum equal to ten percent (10%) of the gross sales price relating to the transaction between Franchisee and transferee, but in no event shall such sum be greater than our then-current initial Regional Franchise Fee;

(l) The transferor and its owners will remain liable (and will execute a guaranty if requested by us) for the performance by the transferee of its obligations under the Franchise Agreement, for a duration, not to exceed the remainder of the term of the transferor's Franchise Agreement, as we determine; and

(m)The transfer may be for less than your entire Territory, but if you transfer less than your entire Territory, both you and your buyer must have a Territory consisting of at least the size equal to a "Basic" Territory. The exact configuration of the resulting territories must be approved by the Franchisor.

iii. In the event you request consent to a transfer of this Agreement or a controlling interest in Franchisee and for any reason such transfer is not completed or consummated, we shall be entitled to reimbursement of its reasonable expenses incurred in connection with such proposed transfer in the manner and in accordance with the procedures set forth herein, including expenses related to investigating, processing and training any proposed transferee.

c. **Death or Disability of Franchisee.**

i. **Transfer of Interest.** Upon the death or permanent disability of the owner of a controlling interest in Franchisee, the executor, administrator,

conservator, guardian or other personal representative of such person shall transfer that owner's interest in this Agreement and the Franchise, or such interest in Franchisee, to a third party we approve. Such disposition of this Agreement and the Franchise, or such interest in Franchisee (including transfer by bequest or inheritance), shall be completed within a reasonable time, not to exceed six (6) months from the date of death or permanent disability and shall be subject to all the terms and conditions applicable to transfers contained in this Section 14. Failure to so transfer the interest in this Agreement and the Franchise or such interest in Franchisee within said period of time shall constitute a breach of this Agreement.

ii. **Operation After Death or Permanent Disability.** Upon the death or permanent disability of the owner of a controlling interest in Franchisee, the executor, administrator, conservator, guardian or other personal representative of such person shall appoint a manager to operate the Franchised Business within a reasonable time, not to exceed thirty (30) days from the date of death or permanent disability of such person. The appointment of such manager shall be subject to our prior written approval and, if we request, such manager shall attend and complete our training program for franchisees. Such manager shall execute our then-current form of Confidentiality and Non-Competition Agreement.

iii. **Definition of Permanent Disability.** The owner of a controlling interest in Franchisee will be deemed to have a "permanent disability" if that person's usual, active participation in the Franchised Business as contemplated by this Agreement is for any reason curtailed for a continuous period of three (3) months.

d. **Effect of Consent to Transfer.** Our consent to a transfer of this Agreement and the Franchise, or any interest in Franchisee or the Franchised Business or its assets, shall not constitute a waiver of any claims it may have against Franchisee (or its owners), nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of this Agreement by the transferee.

e. **Our Right of First Refusal.** If Franchisee or its owners shall at any time determine to sell an interest in this Agreement, the Franchise, the Franchised Business or an ownership interest in Franchisee, Franchisee or its owners shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and shall immediately submit an exact copy of the offer to us. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to at least five percent (5%) or more of the offering price. We shall have the right, exercisable by written notice delivered to Franchisee or its owners within thirty (30) days from the date of delivery of an exact copy of such offer to us, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that we may substitute cash for any form of payment proposed in such offer. Our credit shall be deemed equal to the credit of any proposed purchaser. We shall have not less than sixty (60) days from the date of exercise of its right of first refusal to prepare for

closing. We shall be entitled to purchase such interest subject to all customary representations and warranties given by the seller of the assets of a business or voting stock of an incorporated business, as applicable, including representations and warranties as to ownership, condition and title to stock and/or assets. If we do not exercise our right of first refusal, Franchisee or its owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer, as provided in Paragraphs 14.b.i. and 14.b.ii. If the sale to such purchaser is not completed within ninety (90) days after delivery of such offer to us, or if there is a material change in the terms of the sale, we shall have an additional right of first refusal for thirty (30) days on the same terms and conditions as are applicable to the initial right of first refusal.

15. **TERMINATION BY FRANCHISEE.** If you are in substantial compliance with this Agreement and we materially breach this Agreement and fail to cure such breach within thirty (30) days after written notice thereof is delivered to us, or if such breach cannot reasonably be cured within such thirty (30) day period, and we fail to commence a bona fide program to cure such material breach within such thirty (30) day period, or fails to continue to complete such cure, then you may terminate the Franchise effective ten (10) days after delivery to us of written notice of termination. A termination of this Agreement for any other reason than breach of this Agreement by us, and our failure to cure such breach within the time period specified herein, shall be deemed a termination by you without cause and shall constitute a material breach of this Agreement.

16. **TERMINATION BY FRANCHISOR.**

a. We shall have the right to terminate this Agreement effective upon delivery of notice to Franchisee, and without an opportunity to cure, if:

i. You fail to commence the Franchised Business within ninety (90) days of the date of this Agreement;

ii. You fail to conduct the Grand Opening advertising campaign as required under Paragraph 10.b.i.;

iii. You fail to actively operate or you abandon the Franchised Business [for purposes of this Section, "abandon" shall mean failing to be perform services for Client for seven (7) or more consecutive days, without our prior written consent];

iv. You fail, following the ninety (90) day cure period, to generate the Minimum Gross Revenues required under Paragraph 9.q.

v. Franchisee or your owners assign or transfer this Agreement or any interest therein or in the Franchise, the Franchised Business, or the assets of the Franchised Business without compliance with the provisions of this Agreement;

vi. You are adjudged bankrupt, becomes insolvent or makes a general assignment for the benefit of creditors;

vii. Franchisee or any of its owners is convicted of or pleads no contest to a felony or is convicted or pleads no contest to any crime or offense that is likely to adversely affect the reputation of the Franchised Business or the goodwill associated with the Marks;

viii. Your operation of the Franchised Business would result in a threat or danger to the public health and safety;

ix. You fail on three (3) or more separate occasions within the term of the franchise to submit when due financial statements, reports or other data, information or supporting records; to pay when due the royalty fees, amounts due for purchases from us or our Affiliates or other payments due to us or our Affiliates; or otherwise fail to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is given to you;

x. You or any of your owners fail to comply with the covenants contained in Paragraph 9.f. of this Agreement;

xi. You or any of your owners disclose or divulge the contents of the Operations Manual, or other trade secret, Proprietary Information, or other confidential information provided to you by us in violation of applicable provisions of this Agreement, or make any unauthorized use of the Marks;

xii. Upon the death or permanent incapacity of an owner of a controlling interest in Franchisee, an approved transfer is not effected as provided in Section 14 of this Agreement;

xiii. You fail to timely pay any lender to whom we have guaranteed your obligations, or us if you have entered into a financing arrangement with us:

(a) more than three (3) times if the defaults are cured, or

(b) one (1) time if the default is not cured during the financing term;

xiii. You fail to timely pay any vendors, suppliers, or landlord more than three (3) times during the term of the franchise;

xiv. Any other agreement between Franchisor and Franchisee (or related entities, of which any one or more parties, whether individual, corporate or otherwise, is a party to or guarantor of said other agreement) is terminated, which termination is a result of your default and failure to cure as provided under said agreement.

b. We shall have the further right to terminate this Agreement, effective upon the delivery of notice of termination to you, if you fail to pay when due any monies owed to us, or our Affiliates or designated suppliers and does not correct such

failure within ten (10) days after written notice thereof is given to you, or fail to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedure prescribed by us and do not correct such failure within thirty (30) days after written notice of such failure to comply is given to you.

c. A default under this Agreement shall also constitute a default under any and all other agreements entered into between Franchisor and Franchisee (or related entities, of which any one or more parties, whether individual, corporate or otherwise, is a party to or guarantor of said other agreement), with the right to terminate the other agreement(s) in accordance with the provisions of those agreement(s).

17. OUR RIGHTS AND YOUR OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THE FRANCHISE

a. **Payment of Amounts Owed to Us.** You agree to pay us within fifteen (15) days after the effective date of termination or expiration of the Franchise, or such later date that the amounts due to us are determined, such royalty fees, amounts owed for purchases by you from us, our Affiliates, or designated suppliers, interest due on any of the foregoing and all other amounts owed to us, our Affiliates, or designated suppliers which are then unpaid.

b. **Marks.** You agree that after the termination or expiration of the Franchise you will: (i) not directly or indirectly at any time or in any manner identify itself or any business as a current or former Chefs For Seniors Franchised Business, or as a franchisee or licensee of or as otherwise associated with us, use any Mark or any colorable imitation thereof in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us; (ii) return to us or destroy all forms and materials containing any Mark or otherwise identifying or relating to a Chefs For Seniors Franchised Business; (iii) return to us all items bearing the Marks at your cost; (iv) take such action as may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark; (v) change the telephone number of the Franchised Business and instruct all telephone directory publishers to modify all telephone directory listings of the Franchised Business associated with any Marks when the directories are next published; (vi) if we request, transfer to us or our designee the telephone number of the Franchised Business and all telephone directory listings associated with the Marks; and (vii) furnish us, within thirty (30) days after the effective date of termination or expiration, evidence satisfactory to us of your compliance with the foregoing obligations. Upon our request, you will furnish us photographs of any aspect of the Franchised Business we specify, as evidence of the removal of our Marks and, if we have so requested, modification of the Franchised Business to distinguish its appearance from that of a Chefs For Seniors Franchised Business.

c. **Proprietary Information.** You agree that, upon termination or expiration of the Franchise, you will immediately cease to use our Proprietary Information disclosed to or otherwise learned or acquired by you in any business or otherwise and return

to us all copies of the Operations Manual, any other confidential materials which we have loaned or made available to you.

d. **Covenant Not to Compete.** Upon termination of this Agreement by us in accordance with its terms and conditions or by you without cause, or upon expiration of this Agreement, you agree that for a period of eighteen (18) months, commencing on the effective date of termination or expiration or the date on which you begin to comply with this Section, whichever is later, neither Franchisee nor your owners shall:

i. have any direct or indirect ownership interest in any Competitive Business located or operating within your Territory or within thirty (30) miles of the outside boundary of your Territory, or within the territory of any other franchisee of Franchisor or of any company-owned or Affiliate-owned Chefs For Seniors business, or within thirty (30) miles of the outside boundary of the territory of any other franchisee of Franchisor, or of any company-owned or Affiliate-owned Chefs For Seniors business;

(ii) have any direct or indirect ownership interest in any entity which has granted or during such two (2) year period grants franchises or licenses for the location or operation of Competitive Businesses within your Territory or within thirty (30) miles of the outside boundary of your Territory, or within the territory of any other franchisee of Franchisor or of any company-owned or Affiliate-owned Chefs For Seniors business, or within thirty (30) miles of the outside boundary of the territory of any other franchisee of Franchisor, or of any company-owned or Affiliate-owned Chefs For Seniors business;

(iii) perform services as a director, officer, manager, employee, consultant, representative, agent, lender, lessor, or otherwise for any Competitive Business located or operating within your Territory or within thirty (30) miles of the outside boundary of your Territory, or within the territory of any other franchisee of Franchisor or of any company-owned or Affiliate-owned Chefs For Seniors business, or within thirty (30) miles of the outside boundary of the territory of any other franchisee of Franchisor, or of any company-owned or Affiliate-owned Chefs For Seniors business;

(iv) directly or indirectly, for Franchisee or for any other person or entity, alone or through or on behalf of others, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, sell or lease the assets of the Franchised Business to, or have any financial or other interest in, a Competitive Business within your Territory or within thirty (30) miles of the outside boundary of your Territory, or within the territory of any other franchisee of Franchisor or of any company-owned or Affiliate-owned Chefs For Seniors business, or within thirty (30) miles of the outside boundary of the territory of any other franchisee of Franchisor, or of any company-owned or Affiliate-owned Chefs For Seniors business;

You acknowledge that after your Franchised Business is open, other franchisees may open new units, which may significantly increase the prohibited geographical area than what is applicable as of the date of this Franchise Agreement, The restrictions of this Section shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent three percent (3%) or less of the number of shares of that class of securities issued and outstanding. To the extent that any provision of this Paragraph 17.d. is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but could be enforceable by reducing any or all thereof, you and we agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. For purposes of this Paragraph 17.d., the term "Competitive Business" shall mean the preparation of individualized meals either outside or within the home of the Clients, for consumption by the Clients in their homes. "Competitive Business" shall not include commercial restaurants.

e. **Continuing Obligations.** All obligations of Franchisor and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

f. **Liquidated Damages.** We shall have the right to impose liquidated damages against you in the following events: (a) you terminate this Agreement without good cause, (b) we terminate this Agreement based on your material breaches under this Agreement, (c) you abandon the Franchised Business, which for purposes of this Section is failing to open or operate the Franchised Business for more than seven (7) consecutive days, or (d) you transfer an interest in the Franchised Business or the ownership of Franchisee or of the assets of Franchisee or the Franchised Business (or any interest therein) without fully complying with Paragraph 14.b. of this Agreement, whether or not we terminate this Agreement. The amount of liquidated damages shall be $1,000.00, plus applicable attorney and/or collection fees. This remedy is in addition to our other rights and remedies set forth in this Agreement. The liquidated damages are not a penalty or forfeiture, but are a reasonable measure of damages where the exact amount of actual damages would be difficult to ascertain. You also agree to pay our costs and attorney's fees in connection with enforcing this Liquidated Damages provision.

g. We reserve the right to enforce all the obligations of Franchisee under each paragraph of this Article 17 in the event you abandon the Franchised Business, even if we have not exercised its right to terminate the Franchise Agreement pursuant to Paragraph 16.a.ii.

18. **ENFORCEMENT.**

a. **Severability and Substitution of Valid Provisions.** Except as expressly provided to the contrary herein, each article, section, paragraph, term, and provision of this

Agreement, and any portion thereof, shall be considered severable and if for any reason any such provision of this Agreement is held to be invalid, contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which we are a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties hereto. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure we prescribed is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and we shall have the right, in our sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Such modifications to this Agreement shall be effective only in such jurisdiction, unless we elect to give them greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions.

b. **Waiver of Obligations.**

i. We or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver we granted shall be without prejudice to any other rights we may have, will be subject to our continuing review and may be revoked, in our sole discretion, at any time and for any reason, effective upon delivery to you of ten (10) days' prior written notice. 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 herein or to declare any breach thereof to be a default and to terminate the Franchise prior to the expiration of its term) by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of you or us to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder including any mandatory specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, with respect to any other Chefs For Seniors Franchised Business; or the acceptance by us of any payments from you after any breach by you of this Agreement.

ii. We make no warranties or guaranties upon which you may rely, and assume no liability or obligation to you, by granting any waiver, approval or consent to you, or by reason of any neglect, delay or denial of any request therefor.

iii. Neither party to this Agreement shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency thereof; (2) acts of God; (3) fires, strikes, embargoes, war, or riot; or (4) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

c. **Rights of Parties are Cumulative.** The respective rights of the parties hereunder are cumulative, and no exercise or enforcement by either party of any right or remedy hereunder shall preclude the exercise or enforcement by a party of any other right or remedy hereunder or which that party is entitled by law to enforce.

d. **Costs and Attorneys' Fees.** If we incur attorney's fees in connection with collecting delinquent payments from you and/or enforcing compliance with this Agreement (whether or not legal proceedings are filed), you shall reimburse us our reasonable legal fees and costs so incurred. If a claim for amounts owed by you to us is asserted in any judicial proceeding or appeal thereof, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses including reasonable accounting, legal and attorneys' fees.

e. **Governing Law/Consent to Jurisdiction.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement and the Franchise shall be governed by the laws of the State where our Principal Offices are located, without reference to its choice of law principles. You agree that we have the right to institute any action against you to enforce the provisions of this Agreement in any state or federal court of general jurisdiction in the State where our Principal Offices are located, and you irrevocably submit to the exclusive jurisdiction of such courts and waive any objection you may have to either the jurisdiction or venue of such courts. You further agree that the state or federal courts of general jurisdiction in the State where our Principal Offices are located are the exclusive venues where you may bring litigation. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of such courts.

f. **Waiver of Jury Trial**. Each party irrevocably waives trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party.

g. **Limitations of Claims.** Except for claims against you concerning the under-reporting of gross revenue and/or the payment of monies due us from you, any and all claims arising out of or relating to this Agreement or the relationship among the parties hereto shall be barred unless an action or legal proceeding is commenced within one (1) year from the date either party knew of the facts giving rise to such claims. In addition, you must give us written notice of at least fourteen (14) days prior to filing litigation. In the event you fail to give said notice, we are entitled to dismissal of the action, without prejudice, and you must reimburse us our costs and expenses incurred in connection with the action.

h. **Waiver of Punitive Damages.** Each party irrevocably waives exemplary or punitive damages.

i. **Waiver of Class Action**. Franchisor and Franchisee agree that litigation shall be conducted on an individual, not a class-wide, basis, that only Franchisor (and its affiliates and their respective owners, officers, directors, agents and employees, as applicable) and Franchisee (and its affiliates and their respective owners, officers and directors, as applicable) may be the parties to any litigation proceeding described in this Section, and that no such litigation proceeding may be consolidated with any other litigation proceeding involving Franchisor and/or any other person.

j. **Binding Effect.** This Agreement is binding upon the parties hereto, and their respective executors, administrators, heirs, assigns and successors in interest.

k. **Modification**. This Agreement shall not be modified except by written agreement signed by both Franchisee and Franchisor. Notwithstanding the preceding sentence, we may modify the Operations Manual pursuant to Paragraph 4.c.

l. **Construction.** The preambles and riders are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral, electronic, or written understandings or agreements between Franchisor and Franchisee relating to the subject matter of this Agreement. Provided, however, nothing in this Agreement or in any related agreement is intended to disclaim our representations made in the franchise disclosure document. Except as provided in Paragraph 7.d. (Indemnification), 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 hereto. Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold its approval of any action or request by you, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs. Any policies that we adopt and implement from time to time, including policies to guide us in our decision-making, are subject to change, are not a part of this Agreement, and are not binding on us. The term "attorneys' fees" shall include reasonable legal fees, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand or claim, action, hearing or proceeding to enforce the obligations of this Agreement. The term "Affiliate" as used herein is applicable to any company directly or indirectly owned or controlled by Franchisor, under common control with Franchisor or any principal of Franchisor. References to a "controlling interest" in Franchisee shall mean more than fifty percent (50+%) of the voting control of Franchisee. The term "Franchisee" as used herein is applicable to one or more persons, a corporation, an LLC, or a partnership, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. The term "including" means "including but not limited to" and "including, without limitation." The term "prescribes" means "prescribes from

time to time." This Agreement may be executed in multiple copies, each of which shall be deemed an original. The language of all provisions of this Franchise Agreement shall be construed simply according to its fair meaning and not strictly against the Franchisor or the Franchisee. It is the desire and intent of the parties that the provisions of this Franchise Agreement be enforced to the fullest extent possible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Whenever this Agreement or any related agreement grants, confers or reserves to us the right to take action, refrain from taking action, grant or withhold our consent or grant or withhold our approval, unless the provision specifically states otherwise, we will have the right to engage in such activity at our option taking into consideration our assessment of the long term interests of the System overall. Franchisee and Franchisor recognize, and any court or judge is affirmatively advised, that if those activities and/or decisions are supported by our business judgment, neither said court, said judge, nor any other person reviewing those activities or decisions will substitute his, her or its judgment for our judgment. When the terms of this Agreement specifically require that we not unreasonably withhold our approval or consent, if you are in default or breach under this Agreement, any withholding of our approval or consent will be considered reasonable.

m. **Time is of the Essence**. Time is of the essence of this Agreement.

n. **Waiver of Collateral Estoppel.** The parties agree that they should each be able to settle, mediate, litigate, arbitrate, or compromise disputes in which they are involved with third parties, without having the disposition of such disputes directly affect the contract or relationship between the parties. Franchisor and Franchisee therefore each agree that a decision of a court of law in litigation to which one of them is not a party shall not in any manner prevent the person that was a party to such action from making similar arguments, or taking similar positions, in any action between Franchisor and Franchisee. The parties, therefore, waive the right to assert the principles of collateral estoppel in any action between the parties to this Franchise Agreement so that one party is prevented from raising against the other party to this Franchise Agreement the loss by that party of a similar claim or defense in another action.

19. **NOTICES AND PAYMENTS.** All notices permitted or required under this Agreement or the Operations Manual must be in writing. Email transmissions are considered written notice, provided that the sender confirms transmission of said email transmission. "Confirming transmission" is accomplished by the sender printing a paper copy showing that the document was sent via email, and upon request by the recipient, furnishing said paper copy to the recipient. Verbal, oral, or in-person communications are not considered effective notice, unless the sender follows up on said communications in writing. Notices shall be deemed delivered (a) at the time if delivered in person; (b) the day of transmission if by email, provided that the transmission is done on a business day during the hours of 8:00 a.m. and 5:00 p.m. Madison, Wisconsin time; otherwise, delivery is the next business day; (c) one (1) business day after being placed in the hands of a commercial courier service for overnight delivery; or (d) three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the parties as follows:

Franchisor: 2169 Southern Court
Cottage Grove, Wisconsin 53527

Franchisee: Name and Address of Person to Receive Notice for Franchise Owner.

(a) Name: _____
(b) Postal Address: _____
_____
(c) Email address: _____

or at the most current Principal Office address of which the notifying party has been notified. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least two (2) days prior thereto) shall be deemed delinquent.

Any notice that we send to you may be sent only to the one (1) person identified above, even if Franchisee has multiple owners. You acknowledge and agree that notice to the person identified above constitutes notice to Franchisee and to all the owners of Franchisee.

20. **ACKNOWLEDGEMENTS and REPRESENTATIONS.** You acknowledge and/or represent the following:

a. That you accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service and thereby to protect and preserve the goodwill of the Marks and the System;

b. That we are primarily engaged in the business of licensing rights and are not engaged in the business of owning or operating a "Chefs For Seniors Business."

c. That you shall operate the Franchised Business for yourself and not for us, and that you shall provide products and services for your Clients and not for us or Clients of us or our Affiliates;

d. That we are not your employer or an employer of any of your employees, and further, that we are not a "joint employer" with you.

e. That you shall be sole employer of your employees and unless a critical need arises, we shall not have access to your employer or employee records;

f. That we and/or our affiliates periodically may make available to you goods, products and/or services for use in your Franchised Business, on the sale of which we and/or our affiliates may make a profit and/or receive a credit, rebate or other incentive; and that we and/or our affiliates periodically may receive consideration (including credits, rebates and incentives) from suppliers and manufacturers respecting sales of goods, products or services to you or in consideration for products or services

provided or rights licensed to such persons; and you agree that we and/or our affiliates will be entitled to such profits and consideration; and

g. You further represent to us, as an inducement to its entry into this Agreement, that you have made no misrepresentations in obtaining the Franchise.

21. **EXECUTIVE ORDER 13224.** To enable us to comply with U.S. Executive Order 13224, you hereby represent and warrant to us that neither Franchisee, nor any of its equity owners, directors, officers, employees, representatives, and agents (collectively, the "Included People"): (a) is, or is owned or controlled by, a suspected terrorist or foreign terrorist, as those terms are used, contemplated, and/or implied in Executive Order 13224, and (b) to the best of your knowledge, has any of the Included People been designated a suspected terrorist or foreign terrorist as those terms are used, contemplated, and/or implied in Executive Order 13224.

(Signature Page Follows)

IN WITNESS WHEREOF the parties hereto have executed, sealed, and delivered this Agreement in 2 counterparts effective on the day and year first above written.

NOT EFFECTIVE UNLESS AND UNTIL ACCEPTED BY THE FRANCHISOR, AS EVIDENCED BY DATING AND SIGNING BY AN OFFICER OF FRANCHISOR.

Franchisor: **Chefs For Seniors Franchising, LLC** **A Wisconsin limited liability company**	**Franchisee:** **A _____ corporation/LLC** **Organized in the State of _____**
By: _____ Title: _____ Date Accepted: _____	By: _____ Title: _____ Date Signed: _____

Rider A

TO THAT CERTAIN
FRANCHISE AGREEMENT
BY AND BETWEEN CHEFS FOR SENIORS FRANCHISING, LLC.
AND _____
DATED _____, 20____
(the "Franchise Agreement")

Territory, Business Address, Franchise Fee,
and Required Grand Opening Expenditure

1. The parties hereto agree that Franchisee's right to operate a Chefs For Seniors Franchised Business is within the following described territory ("Territory")

_____

_____

_____

_____

2. The Franchised Business will be located at the following (Business Address), must be a street address and may not be a P.O. address:

_____

_____

3. The Territory described above is a:

_____ a Basic Territory
_____ an Extended Territory
_____ a Regional Territory

"Basic Territory" consists of approximately 50,000 people over the age of sixty-two (62), an "Extended Territory" consists of approximately 100,000 people over the age of sixty-two (62), and a "Regional Territory" consists of approximately 150,000 people over the age of sixty-two (62).

4. You agree to pay to Franchisor, upon execution of this Agreement, an initial franchise fee based on the following fee schedule:

a. _____ Basic Territory: $9,000

_____ Extended Territory: $13,000

_____ Regional Territory: $15,000

b. Discounts applicable to you (check if applicable):

i. _____ Veteran's Discount: 10% off the initial franchise fee for your first Franchised Business. Amount of discount (check applicable amount):

_____ $900.00 for a Basic Territory

_____ $1,300.00 for an Extended Territory

_____ $1,500.00 for a Regional Territory

NOTE: To qualify for this program, you must be a veteran who has received an honorable discharge from the U.S. Military, and you must provide a copy of your form DD 214 showing your status as a veteran.

c. Your initial franchise fee due (a-b): $_____

5. You must spend at least Five Thousand Dollars ($5,000) as set forth in Paragraph 10.b.i.

6. You acknowledge and agree that our approval of your Territory for the Franchised Business and any information communicated to you regarding the Territory for the Franchised Business do not constitute a representation or warranty of any kind, expressed or implied, as to the suitability of the Territory for a Chefs For Seniors Franchised Business, or for any other purpose. Our approval indicates only that we believe that the Territory meets our then acceptable criteria. Applying criteria that have appeared effective with other Territories might not accurately reflect the potential for all Territories. Demographic and/or other factors, including competition from other businesses, whether included in or excluded from our criteria, could change, altering the potential of a Territory. The uncertainty and instability of such factors are beyond our control, and you agree that we will not be responsible for the failure of your Franchised Business to meet expectations as to potential revenue or operational criteria. You further acknowledge and agree that your acceptance of a franchise for the operation of a Chefs For Seniors Franchised Business within the above Territory is based on your own independent investigation of the suitability of the Territory.

[SIGNATURE PAGE FOLLOWS]

Franchisor: **Chefs For Seniors Franchising, LLC** **A Wisconsin limited liability company**	**Franchisee:** **A _____ corporation/LLC** **Organized in the State of _____**
By: _____ Title: _____ Date Accepted: _____	By: _____ Title: _____ Date Signed: _____

Rider B

TO THE CHEFS FOR SENIORS FRANCHISING, INC. FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20____, by _____
_____

In consideration of, and as an inducement to, the execution of that certain CHEFS FOR SENIORS FRANCHISING, INC. Franchise Agreement of even date herewith (the "Agreement") by Chefs For Seniors Franchising, LLC (the "Franchisor"), each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of Paragraph 9.f. and 17.d.

Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of obligations hereby guaranteed; (4) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this guaranty shall be joint and several; (2) he or she shall render any payment or performance required under the Agreement upon demand if he or she fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to Franchisee or to any other person, including without limitation 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 his or her guaranty, which shall be continuing and irrevocable during the term of the Agreement.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)	PERCENTAGE OF OWNERSHIP OF FRANCHISEE
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Rider C
Electronic Bank Draft Authorization

AUTHORIZATION TO HONOR CHECKS OR ELECTRONIC FUNDS TRANSFER DRAWN BY AND PAYABLE TO **CHEFS FOR SENIORS FRANCHISING, LLC.**

BANK ACCOUNT IN THE NAME OF 1.	FRANCHISED BUSINESS # 2.	BANK ACCOUNT NUMBER 3.
		ROUTING NUMBER 4.

To the Bank Designated:

You are hereby requested and authorized to honor and to charge to the account described, checks or electronic funds transfer ("EFT") drawn on such account which are payable to the above named Payee. The name(s) of the depositor(s) on such checks will be printed by standard business machines. It is agreed that your rights with respect to each such check or EFT shall be the same as if it bore a signature authorized for such account. It is further agreed that if any such check or EFT is not honored, whether with or without cause you shall be under no liability whatsoever. This authorization shall continue in force until revocation in writing is received by you.

Date: _____

Franchisee:
Corporate/LLC Signature:
_____
a _____ corporation/LLC

By: _____
Title: _____

Individual Signatures:

_____

_____

FULL NAME OF BANK 5.
STREET ADDRESS 6.
CITY, STATE, ZIP CODE 7.

Drawee Bank Please Note: There is an Indemnification Agreement below.

Indemnification Agreement
To the Bank Designated:

In consideration of your compliance with the request and authorization printed on the Authorization Form hereof, the Payee agrees with respect to any such action:

(1) To Indemnify you and hold you harmless from any loss you may suffer as a consequence of your actions resulting from or in connection with the execution and issuance of any check, EFT, draft or order, whether or not genuine, purporting to be executed by the Payee and received by you in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection herewith.

(2) To Indemnify you for any loss arising in the event that any such check, EFT, draft or order shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend at our own cost and expenses any action which might be brought by any depositor or any other persons because of your actions taken pursuant to the foregoing request, or in any manner arising by reason of your participation.

NOTICE TO OWNER

1. ATTACH ONE VOIDED CHECK HERE.
2. BE SURE ALL 7 ITEMS SHOWN ABOVE ARE COMPLETED.
3. SIGN YOUR NAME WHERE INDICATED.

EXHIBIT B TO FRANCHISE DISCLOSURE DOCUMENT
CHEFS FOR SENIORS FRANCHISING, LLC
FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, CHEFS FOR SENIORS FRANCHISING, LLC ("Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a CHEFS FOR SENIORS Franchised Business ("CHEFS FOR SENIORS Franchised Business"). The purpose of this Questionnaire is to determine whether any statements or promises were made to you, either orally or in writing, that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. In what state are you domiciled (have your permanent residence)? _____

2. Have you received the Franchise Agreement and each exhibit attached to it? Yes____ No____

3. Have you received the Franchise Agreement you are to execute with all the blanks completed? Yes_____ No_____

If so, on what date did you receive the completed Franchise Agreement? _____

4. Have you received the Franchisor's Franchise Disclosure Document ("FDD") we provided to you? Yes_____ No_____

On what date did you receive the Franchise Disclosure Document? _____

5. Were you advised, prior to receiving the Franchise Disclosure Document, of the various ways you could be furnished the Franchise Disclosure Document (hard copy, CD, email, etc.)? Yes_____ No_____

6. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it? Yes_____ No_____

7. Did you receive from the Franchisor the name, address and phone number of each Franchise Seller who was involved in the process of selling the franchise to you? Yes_____ No_____

You understand that your answers are important to us and that we will rely on them.

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 any 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.

This acknowledgment does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

Signature: _____ Signature: _____

Print Name: _____Print Name: _____

Date: _____ Date: _____

(Between Franchisee
and Franchisee's Employee)

EXHIBIT C TO FRANCHISE DISCLOSURE DOCUMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Agreement is made as of _____, 20____. The parties to this Agreement are _____ ("Employer") and _____, an individual ("Employee ").

RECITALS:

A. Employer is a Franchisee of Chefs For Seniors Franchising, LLC ("CFSF"), a Wisconsin Limited Liability Company (LLC), pursuant to a Franchise Agreement ("Franchise Agreement") with CFSF. CFSF is in the business of operating a franchise distribution system related to owning and operating certain Franchised Business under the name "Chefs For Senior" pursuant to the Franchise Agreement. In connection with Employer's business, Employer will be using various techniques, systems, procedures, standards, manuals, data, specifications, and other materials, all of which are considered the proprietary and confidential information ("Proprietary Information") of CFSF.

B. Employer will also develop or acquire the right to the use of important information relating to the identity of its clients, the nature and amount of their purchases, pricing practices, receipts, recipes, menus, the identity of suppliers, sales volumes, costs, expenses and other information. All of the above methods, materials and information are referred to as "Confidential Information."

C. During the course of Employee's employment with Employer, Employee will have access and learn from Employer much or all of the Proprietary Information and the Confidential Information.

D. In light of the above facts and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Importance of Proprietary Information and Confidential Information**. Employee acknowledges that: (a) Employee has learned and/or will learn Proprietary Information and Confidential Information during Employee's employment with Employer; (b) this Proprietary Information and Confidential Information is an important asset of Employer; and (c) it is important to keep the Proprietary Information and Confidential Information confidential in order for Employer to protect its business and to maintain its competitive advantage.

2. **Agreement to Maintain Confidentiality.** Employee agrees that both during and after the termination of Employee's employment with Employer, Employee will: (a) guard and protect the Proprietary Information and Confidential Information so it does not fall into the hands of Employer's competitors or potential competitors; (b) refrain from using the Proprietary Information or

Confidential Information for Employee's own benefit or that of any other person or entity; (c) refrain from disclosing the Proprietary Information and Confidential Information to any other person or entity, unless authorized by Employer. Employee agrees that "use" and "disclosure" of the Proprietary Information and Confidential Information include use and disclosure through memorization, and not only through use or disclosure of written material.

3. **Exceptions**. Employer agrees that the Proprietary Information and Confidential Information does not include information which Employee can demonstrate came to Employee's attention before Employee learned from Employer or which has become, through disclosure by others, "public domain" information (i.e., information freely available to everyone).

4. **Return of Materials**. If Employee's relationship with Employer ends for any reason, Employee agrees to immediately return to Employer any of the Proprietary Information and Confidential Information in Employee's possession or under Employee's control.

5. **Non-Competition**. Employee agrees that in order to guard against the improper use of the Proprietary Information and Confidential Information and to avoid unfair competition with Employer, Employee will not:

a. during the term of this Agreement and for a period of eighteen (18) months following the termination of Employee's employment with Employer, for whatever reason, within the Employer's Franchise Territory or within thirty (30) miles of the outside boundary of Employer's Franchise Territory, or within the territory of any other franchisee of Franchisor or of any company-owned or Affiliate-owned Chefs For Seniors business, or within thirty (30) miles of the outside boundary of the territory of any other franchisee of Franchisor, or of any company-owned or Affiliate-owned Chefs For Seniors business, directly or indirectly, manage, operate, control, be employed by, participate in or be connected in any manner with the ownership, management, control, or operation of Competitive Business. Employer's Franchise Territory is described on which Exhibit A to this Agreement. Employer or CFSF will furnish Employee a list of territories of other franchised, company-owned, and affiliated-owned Chefs For Seniors businesses upon termination of Employee's employment by Employer. The term "Competitive Business" shall mean the preparation of individualized meals either outside or within the home of the Clients, for consumption by the Clients in their homes. "Competitive Business" shall not include commercial restaurants.

b. during the term of this Agreement, and for a period eighteen (18) months following the termination of Employee's employment with Employer, for whatever reason, either directly or indirectly, for Employee's own account, or as an employee, consultant, partner, joint venturer, owner, officer, director or stockholder of any person, firm, partnership, corporation, limited liability company, or any other entity or in any other capacity, in any way, assist in soliciting, diverting, taking away or interfering with any of Employer's business, customers, trade or patronage.

c. The Employee agrees the restrictive covenants set forth above should not be construed to prevent Employee from being gainfully employed either in a non-competing business anywhere, or in a competing business that is outside the geographical limitation set forth in paragraph 5.a., or after the restricted time period set forth in paragraphs 5.a and 5.b.

6. **Discoveries, Inventions and Improvements**. Employee agrees that because of Employee's employment with Employer, Employee may from time to time develop discoveries, inventions, improvements and ideas (collectively called "New Ideas") relating to Employer's business. Employee agrees to disclose Employee's New Ideas to Employer and agrees that any of those New Ideas that are applicable to Employer's business will belong solely to Chefs For Seniors Franchising, LLC.

7. **Remedies**. Employee agrees that in order to protect Employer's interests if there is a breach or threatened breach of this Agreement, Employer will be entitled to obtain, in addition to any other remedy, a temporary or permanent injunction and consent order for specific performance of this Agreement, without being required to furnish a bond or other security. If an injunction is issued, but is later vacated, Employee agrees to waive any claim for damages as a result of the issuance of the injunction. Employee agrees that if Employee has any claims or causes of action against Employer arising out of Employee's employment with Employer, such claims or causes of action will not constitute defenses to Employer's enforcement of this Agreement. Employee further agrees to indemnify and hold Employer harmless from any loss or expense (including attorney's fees) Employer incurs as a result of Employee's breach of this Agreement.

8. **Enforceability**. Employer and Employee both agree that if any provision of this Agreement is deemed too restrictive in scope, it will be deemed modified to be enforceable to the greatest extent permitted by law.

9. **Third Party Beneficiary**. The parties acknowledge and agree that Employer's franchisor, Chefs For Seniors Franchising, LLC, is an intended third party beneficiary of this Agreement, and accordingly, that said Chefs For Seniors Franchising, LLC, as well as Employer, shall have the right to enforce the provisions of this Agreement against Employee. Neither this Nondisclosure and Noncompetition Agreement between Employer and Employee, nor this Paragraph 9, which makes Franchisor an intended third-party beneficiary, constitutes control by Franchisor over the Employee's conditions of employment, or creates an employee or joint employee relationship between Chefs For Seniors Franchising, LLC and Employee.

10. **Waiver**. If at any time with respect to any particular incident or breach, Employer or CFSF does not exercise its rights under this or any similar Agreement, it will not preclude Employer or CFSF from doing so in any same or similar situation that subsequently occurs.

EMPLOYER: **EMPLOYEE:**

By: _____ _____

Title: _____

Exhibit A to Confidentiality and Noncompetition Agreement
Employer's Franchise Territory

EXHIBIT D TO FRANCHISE DISCLOSURE DOCUMENT

List of Current Franchisees as of December 31, 2023

Active Franchisees as of December 31, 2023 (92):

Alabama

James Olszewski
Territory: Huntsville
6125 University Drive
Suite A-12
Huntsville, AL 35806
256/801-2433

John Wilson
Seniors Eat Well, LLC
Territory: Birmingham
535 47th St. South
Birmingham, AL 35222
205/592-0482

Arizona

Pete Lesser
Arizona Personal Chefs LLC
Territory: Scottsdale AZ
8608 E Sunnyside Dr.
Scottsdale, AZ 85260
480.674-0833

Michael Bergmans
Wood Chef Concepts LLC
Territory: Surprise/Sun City AZ
17472 West Gambit Trail
Surprise, AZ 85387
480-738-8089

Rhonda Humphry
Territory: Tucson
9984 Emberwood Drive
Tucson, AZ 85748
520/971-8537

Jennifer Treptow
Jennifer Chef Services, LLC
Territory: Oro Valley AZ
9946 N Sumter Creek Place
Tucson, AZ 85742
520-373-0313

Benjamin Dezso
Dezso Personal Chef Service
Territory: Tucson/Green Valley AZ
951 W. Orange Grove Rd. 54-204
Tucson, AZ 85704
520-981-1962

Arkansas

Tamara Cull
Siblings Serving Arkansas
Territory: Central/Northwest Arkansas
213 Lost Lake Dr.
Hot Springs, AR 71913
501/340-0333

California

Frank Lee and Gloria Christman
Gloria Christman Inc.
Territory: San Diego Inland CA
2388 Larkspur Drive
Alpine, CA 91901
619/318-0694

Ingrid Moeva
Personal Chef Services for Seniors
Territory: Citrus Heights/Folsom CA
6601 Oakcrest Ave.
Carmichael, CA 95608
916/883-4301

Juliet Barcia
My Lifestyle Cuisine, LLC
Territory: Riverside CA
30450 Haun Road Suite 1156
Menifee, CA 92584
951-290-8836

Shirrell Edey
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EXHIBIT E TO FRANCHISE DISCLOSURE DOCUMENT

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EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT

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EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT

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EXHIBIT H TO FRANCHISE DISCLOSURE DOCUMENT

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EXHIBIT I TO FRANCHISE DISCLOSURE DOCUMENT
GENERAL RELEASE

(to be signed upon renewal or assignment of the franchise)

In consideration of the consent by Chefs For Seniors Franchising, LLC ("Franchisor") to the assignment by _____ ("Franchisee") of Franchisee's Franchise Agreement dated _____ to _____ ("Assignee"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisee and Franchisee's Guarantors do hereby forever release, discharge and hold Franchisor, its officers, agents, employees, shareholders, guarantors, successors, and assigns, on behalf of themselves, their heirs, executors, administrators, officers, agents, employees, shareholders, guarantors, successors and assigns, harmless from and against any and all claims, causes of action, demands, damages, costs, suits, obligations, negligence, misrepresentations, omissions, and fraud, whatsoever, in law or in equity, arising out of any relationship with one another whether contractual, or otherwise which they now have, for, upon, or by reason of any matter, cause or thing whatsoever, at any time prior to the date of this General Release, which release is not limited to claims relating to the franchise agreement being assigned by the Franchisee.

This general release extends to any and all claims, known or unknown, the existence of which Franchisee may not know or suspect as of the date of executing this document, it being Franchisee's understanding and intent that Franchisee is releasing Franchisor from any and all liability to Franchisee. Further, Franchisee has had an opportunity to seek advice from legal counsel and is executing this general release with full knowledge of its legal effect.

This general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

DATE: _____

FRANCHISEE: _____

By: _____
Name: _____
Title: _____

FRANCHISEE'S GUARANTORS:

Signature: _____ **Signature:** _____

Printed Name: _____ **Printed Name:** _____

Signature: _____ **Signature:** _____

Printed Name: _____ **Printed Name:** _____

WITNESS: _____

EXHIBIT J TO FRANCHISE DISCLOSURE DOCUMENT

Financial Statements

Attached as Exhibit J are the audited balance sheets of CFSF as of December 31, 2023, December 31, 2022 and December 31, 2021, and the income statement for the periods then ended.

Our fiscal year end is December 31.

CHEFS FOR SENIORS FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2023

CHEFS FOR SENIORS FRANCHISING, LLC
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MUHAMMAD ZUBAIRY, CPA PC

Certified Public Accountant
646.327.7013

INDEPENDENT AUDITOR'S REPORT

To the members
Chefs for Seniors Franchising, LLC

Opinion

We have audited the financial statements of Chefs for Seniors Franchising, LLC which comprise the balance sheets as of December 31, 2023 and 2022, and the related statement of operations and changes in members' equity, and cash flows for the years ended December 31, 2023 and 2022 and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Chefs for Seniors Franchising, LLC at December 31, 2023 and 2022, and the results of its operations and its cash flows for the for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles gen-erally 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 Chefs for Seniors Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the 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 circum-stances, but not for the purpose of expressing an opinion on the effectiveness of Chefs for Seniors Franchising, LLC 's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Chefs for Seniors Franchising, LLC 's ability to continue as a going concern for a reasonable period of time.

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

Muhammad Zubairy, CPA PC
Westbury, NY
February 28, 2024

CHEFS FOR SENIORS FRANCHSING, LLC
BALANCE SHEETS

	YEARS ENDED DECEMBER 31	
	2023	2022
ASSETS		
Current Assets		
Cash	$ 181,999	$ 132,577
Accounts receivable	5,776	34,486
Total current assets	187,775	167,063
Security deposit	150	150
	$ 187,925	$ 167,213
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)		
Current Liabilities		
Accounts payable and accrued expenses	$ 33,148	$ 7,979
Contract Liability	60,334	55,025
Total current liabilities	93,482	63,004
Contract Liability, net of current	35,649	60,500
Member's equity (deficit)	58,794	43,709
	$ 187,925	$ 167,213

See notes to financial statements

CEHFS FOR SENIORS FRANCHISING,LLC
STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY

	YEARS ENDED DECEMBER 31	
	2023	2022
Royalties	$ 395,154	$ 285,001
Advertising	183,630	156,213
Franchise fees	196,461	210,210
Other income	1,773	1,686
Total Revenue	777,018	653,110
Operating expenses	761,933	622,561
Net Income (loss)	15,085	30,549
Member's (Deficit) - Beginning	43,709	22,879
Member's Contribution (Distributions)	—	(9,719)
Member's Equity (Deficit) - Ending	$ 58,794	$ 43,709

See notes to financial statements

CHEFS FOR SENIORS FRANCHISING,LLC
STATEMENTS OF CASH FLOWS

	YEARS ENDED DECEMBER 31	
	2023	2022
Net Income	$ 15,085	$ 30,549
Adjustments to reconcile net income to net cash provided by operating activities:		
Changes in assets and liabilities		
Accounts receivable	28,710	(30,382)
Accounts payable and accrued expenses	25,169	(15,201)
Contract Liability	(19,542)	30,791
	49,422	15,757
FINANCING ACTITIES		
Member's contributions (distributions)	—	(9,719)
Net Increase(Decrease) in Cash	49,422	6,038
Cash-Beginning	132,577	126,539
Cash-Ending	$ 181,999	$ 132,577

See notes to financial statements

1. THE COMPANY- Chefs for Seniors Franchising, LLC ("the company") is a Wisconsin limited liability corporation that was formed in June 2016 to offer franchises to operate as a chef service for elder population. The food is prepared in client's location and the chef provide companionship and meals.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a Sunbleivable Franchise for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Taxes on Income-The Company has elected to be taxed as a limited liability corporation for federal and state income tax purposes. Income and expenses for the Company pass through directly to the member and is reported on its corporate income tax returns.

2. REVENUE RECOGNITION

In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, *"Revenue from Contracts with Customers (Topic 606)*", that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing and uncertainty of the revenue recorded. The Company adopted the standard commencing as of January 1, 2019, using the retrospective transition method.

The new standard changed how the Company records initial franchise fees from franchisees, and brand development fees. Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations.

2. REVENUE RECOGNITION (cont'd)

The new standard requires that the franchise fee received from customers be allocated to performance obligation completed. The following services ("performance obligations") are typically provided by the Company prior to the opening of a franchise location.

- Training of the franchisee's personnel
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, and taxes or about regulations affecting the franchisee's business
- Inspection, testing, and other quality control programs.

The transaction price attributable to distinct performance obligations is recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a performance obligation is amortized over the life of the related franchise agreement.

4. CONTRACT LIABILITY

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606"), the Company records its non-refundable franchise fees, net of amounts earned based on allowable performance obligations, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2022, and 2021, were $95,983 and $115,524 respectively.

5. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through February 28, 2024, the date the financial statements have been available

CHEFS FOR SENIORS FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2022

CHEFS FOR SENIORS FRANCHISING, LLC
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MONIS J. SIDDIQUI, CPA P.C.
Certified Public Accountant
917.309.5670

INDEPENDENT AUDITOR'S REPORT

To the members
Chefs for Seniors Franchising, LLC

Opinion

We have audited the financial statements of Chefs for Seniors Franchising, LLC which comprise the balance sheets as of December 31, 2022 and 2021, and the related statement of operations and changes in members' equity, and cash flows for the years ended December 31 ,2022 and 2021 and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Chefs for Seniors Franchising, LLC at December 31, 2022 and 2021, and the results of its operations and its cash flows for the for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles gen-erally 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 Chefs for Seniors Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the 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 circum-stances, but not for the purpose of expressing an opinion on the effectiveness of Chefs for Seniors Franchising, LLC 's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Chefs for Seniors Franchising, LLC 's ability to continue as a going concern for a reasonable period of time.

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

Monis Siddiqui, CPA P.C.
Bellerose, NY
March 21, 2023

CHEFS FOR SENIORS FRANCHISING,LLC
BALANCE SHEETS

	DECEMBER 31	
	2022	2021
ASSETS		
Current Assets		
Cash	$ 132,577	$ 126,539
Accounts receivable	34,486	4,104
Total current assets	167,063	130,643
Security deposit	150	150
	$ 167,213	$ 130,793
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)		
Current Liabilities		
Accounts payable and accrued expenses	$ 7,979	$ 23,180
Deferred franchise fees	55,025	44,437
Total current liabilities	63,004	67,617
Deferred francshise fees, net of current	60,500	40,297
Member's equity (deficit)	43,709	22,879
	$ 167,213	$ 130,793

See notes to financial statements

CEHFS FOR SENIORS FRANCHISING,LLC
STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY

	YEAR ENDING DECEMBER 31	
	2022	2021
Royalties	$ 285,001	$ 187,549
Advertising	156,213	-
Franchise fees	210,210	158,892
Other income	1,686	643
Total Revenue	653,110	347,084
Operating expenses	622,561	364,637
Net (loss) from operations	30,549	(17,553)
Grant Income-PPP	-	35,472
Net Income	30,549	17,919
Member's (Deficit)-Beginning	22,879	(39,515)
Member's Contribution(Distributions)	(9,719)	44,475
Member's Equity(Deficit)-Ending	$ 43,709	$ 22,879

See notes to financial statements

CHEFS FOR SENIORS FRANCHISING,LLC
STATEMENTS OF CASH FLOWS

	DECEMBER 31	
	2022	2021
OPERATING ACTIVITIES		
Net Income	$ 30,549	$ 17,919
Adjustments to reconcile net income to net cash provided by operating activities:		
Changes in assets and liabilities		
Accounts receivable	(30,382)	29,173
Accounts payable and accrued expenses	(15,201)	11,372
Deferred francshise fees	30,791	(35,488)
	15,757	22,976
FINANCING ACTITIES		
Member contributions(distributions)	(9,719)	44,475
Net Increase(Decrease) in Cash	6,038	67,451
Cash-Beginning	126,539	59,088
Cash-Ending	$ 132,577	$ 126,539

See notes to financial statements

1. THE COMPANY- Chefs for Seniors Franchising, LLC ("the company") is a Wisconsin limited liability corporation that was formed in June 2016 to offer franchises to operate as a chef service for elder population. The food is prepared in client's location and the chef provide companionship and meals.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to disbursement of cash.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a Sunbleivable Franchise for a specified number of years.

Concentration of Credit Risk-Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Use of Estimates-The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Taxes on Income-The Company has elected to be taxed as a limited liability corporation for federal and state income tax purposes. Income and expenses for the Company pass through directly to the member and is reported on its corporate income tax returns.

2. REVENUE RECOGNITION

In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, *"Revenue from Contracts with Customers (Topic 606)*", that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing and uncertainty of the revenue recorded. The Company adopted the standard commencing as of January 1, 2019, using the retrospective transition method.

The new standard changed how the Company records initial franchise fees from franchisees, and brand development fees. Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations.

2. REVENUE RECOGNITION (cont'd)

The new standard requires that the franchise fee received from customers be allocated to performance obligation completed. The following services ("performance obligations") are typically provided by the Company prior to the opening of a franchise location.

- Training of the franchisee's personnel
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, and taxes or about regulations affecting the franchisee's business
- Inspection, testing, and other quality control programs.

The transaction price attributable to distinct performance obligations is recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a performance obligation is amortized over the life of the related franchise agreement.

4. DEFERRED REVENUE

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606"), the Company records its non-refundable franchise fees, net of amounts earned based on allowable performance obligations, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2022, and 2021, were $115,524 and $84,734 respectively.

5. **SUBSEQUENT EVENTS**

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through March 21, 2023, the date the financial statements have been available

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

STATE ADDENDUM

Some administrators of franchise registration states may require CFSF to enter into an addendum to its Franchise Disclosure Document and Franchise Agreement describing certain state laws or regulations which may supersede the Franchise Disclosure Document or Franchise Agreement. If you are in a registration state which requires an addendum, it will follow this page.

Attached are the state addenda for California, Illinois, Indiana, Maryland, New York , Virginia and Wisconsin.

(California)

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

The Franchise Disclosure Document ("FDD") for CHEFS FOR SENIORS FRANCHISING, LLC ("CFSF") for use in the State of California is modified in accordance with the following:

1. ALTHOUGH THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA, SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF CORPORATIONS NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

4. THE OWNERS OF THE FRANCHISEE MUST SIGN A PERSONAL GUARANTEE TO AGREE TO BE PERSONALLY LIABLE FOR THE FRANCHISEE'S OBLIGATIONS.

5. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS WHICH MAY LIMIT THE FRANCHISEE'S RIGHTS INCLUDING BUT NOT LIMITED TO: A LIMITATION OF ACTIONS, WAIVER OF PUNITIVE DAMAGES, AND CLASS ACTION WAIVER.

6. AS SECURITY FOR PAYMENT OF ALL SUMS DUE TO FRANCHISOR FROM FRANCHISEE, FRANCHISEE GRANTS A CONTINUING SECURITY INTEREST IN FRANCHISEE'S PROPERTY.

7. Item 3 of the Franchise Disclosure Document on "Litigation" is amended by the addition of the following:

> Neither CFSF, nor any person 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.

8. Item 5 of the Franchise Disclosure Document on "Initial Fees" is amended by the addition of the following:

Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and Franchisee is open for business.

9. Item 17 of the Franchise Disclosure Document on "Renewal, Termination, Transfer and Dispute Resolution" is amended by the addition of the following:

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

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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

The Franchise Agreement requires that litigation of disputes will occur in the State where CFSF's Principal Offices are located, with the costs being borne by the losing party. This provision may not be enforceable under California law.

The Franchise Agreement requires application of the laws of the State where CFSF's Principal Offices are located. This provision may not be enforceable under California law.

10. 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.

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

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 any 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.

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

This addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, between CHEFS FOR SENIORS FRANCHISING, LLC (Franchisor) and _____ _____ (Franchisee) to amend said Agreement as follows:

1. Section 8.a. of the Franchise Agreement on "Initial Franchise Fee" is amended by the addition of the following:

   Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and Franchisee is open for business.

2. Sections 2.b. of the Franchise Agreement on Renewal and Section 16 of the Franchise Agreement on Termination by Franchisor are amended by the addition of the following language to the original language that appears therein:

   "California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control."

3. Section 16 of the Franchise Agreement on Termination by Franchisor for Cause is amended by the addition of the following language to the original language that appears therein:

   "The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)."

4. Section 17.d. of the Franchise Agreement on Covenant Not to Compete is amended by the addition of the following language to the original language that appears therein:

   "The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law."

5. Section 17.e. of the Franchise Agreement on Governing Law of the Agreement is amended by the addition of the following language to the original language that appears therein:

   "The Franchise Agreement requires application of the laws of the State where our principal offices are located. This provision may not be enforceable under California law."

6. Section 17.e. of the Franchise Agreement on Consent to Jurisdiction is amended by the addition of the following language to the original language that appears therein:

> ""The Franchise Agreement requires that you litigate only in courts located within the State where our principal offices are located. This provision may not be enforceable under California law."

7. Section 17.f. of the Franchise Agreement on "Employees," which contains a liquidated damages provision, is amended by the addition of the following language to the original language that appears therein:

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

8. 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 any 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.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the _____ day of _____, 20____.

Franchisor:	**Franchisee:**
Chefs For Seniors Franchising, LLC	**A _____ corporation/LLC**
A Wisconsin limited liability company	**Organized in the State of _____**
By: _____	
Title: _____	By: _____
Date Accepted: _____	Title: _____
	Date Signed: _____

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF ILLINOIS

The Franchise Disclosure Document ("FDD") for CHEFS FOR SENIORS FRANCHISING, LLC ("CFSF") for use in the State of Illinois is modified in accordance with the following:

1. Items 5 and 7 of the Franchise Disclosure Document are amended by the additional of the following language to the original language that appears therein:

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

2. The following are added to the Franchise Disclosure Document:

   Illinois law governs the franchise agreements.

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

   Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

   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 any 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.

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS

This addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, between CHEFS FOR SENIORS FRANCHISING, LLC (Franchisor) and _____ _____ (Franchisee) to amend said Agreement as follows:

1. Paragraph 8.a is modified to add the following:

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

2. Paragraph 18.h (waiver of punitive damages). is hereby modified by adding the following to the end thereof:

> However, the waiver in this paragraph 18.24 relating to punitive damages shall not apply to the extent prohibited by Section 705/41 of the Illinois Franchise Disclosure Act of 1987 or Illinois Regulations at Section 200.609.

3. Section 20 of the Franchise Agreement is hereby modified by adding the following paragraph:

> "Nothing contained in Section 15.4 of the Franchise Agreement shall constitute a waiver under the Illinois Franchise Disclosure Act."

4. The following provisions are added to the Franchise Agreement and replace any provisions that are in conflict with the following:

> Illinois law governs the franchise agreements.
>
> In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
>
> Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
>
> In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any

franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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 any 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.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the _____ day of _____, 20____.

Franchisor:	**Franchisee:**
Chefs For Seniors Franchising, LLC	**A _____ corporation/LLC**
A Wisconsin limited liability company	**Organized in the State of _____**
By: _____	
Title: _____	By: _____
Date Accepted: _____	Title: _____
	Date Signed: _____

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF INDIANA

This Addendum is to Franchise Agreement dated _____, 20__between Chefs For Seniors Franchising, LLC and _____(Franchisee) to amend said Agreement as follows:

The Indiana Franchises Law, Title 23, Chapter 2.5, Sections 1 through 51 of the Indiana Code, supersedes any provisions of the Franchise Agreement if such provisions are in conflict with that law.

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 any 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.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the _____ day of _____, 20____.

Franchisor:	**Franchisee:**
Chefs For Seniors Franchising, LLC	**A _____ corporation/LLC**
A Wisconsin limited liability company	**Organized in the State of _____**
By: _____	
Title: _____	By: _____
Date Accepted: _____	Title: _____
	Date Signed: _____

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

CHEFS FOR SENIORS FRANCHISING, LLC

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND

The Franchise Disclosure Document ("FDD") for CHEFS FOR SENIORS FRANCHISING, LLC ("CFSF") for use in the State of Maryland is modified in accordance with the following:
:

1. The State Cover Page is modified to add the following risk factor:

   AS A CONDITION OF OUR CONSENT TO ALLOW YOU TO TRANSFER YOUR FRANCHISE TO A THIRD PARTY, WE MAY REQUIRE YOU TO GUARANTEE THE PERFORMANCE OF THAT THIRD PARTY.

2. Items 5 and 7 of the Franchise Disclosure Document are modified to add the following;

   "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

3. Item 17 of the Franchise Disclosure Document is amended by the addition of the following language to the original language that appears therein:

   The general release required as a condition of renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

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

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

4. 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 any 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.

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

CHEFS FOR SENIORS FRANCHISING, LLC

ADDENDUM TO THE FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

This addendum to the Franchise Agreement is agreed to this _____ day of _____, 20____, between CHEFS FOR SENIORS FRANCHISING, LLC (Franchisor) and _____ _____ (Franchisee) to amend said Agreement as follows:

2. Section 8.a. of the Franchise Agreement on "Initial Franchise Fee" is amended by the addition of the following:

> "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

2. Sections 2.b.i(h) and 14.b.ii(f) of the Franchise Agreement on Renewal and Transfer by Franchisee are amended by the addition of the following language to the original language that appears therein:

> "Any provision allowing the Franchisee to execute a general release of any and all claims against the Franchisor shall not apply to any liability under Maryland Franchise Registration and Disclosure Law."

3. Section 16.a.(v) of the Franchise Agreement on Termination by the Franchisor for Cause is amended by the addition of the following language to the original language that appears therein:

> "Termination upon bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.)."

1. Paragraph 18.e. of the Franchise Agreement on Governing Law/Consent to Jurisdiction shall be amended by the addition of the following language to the original language that appears therein:

> "Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Paragraph 18.g. of the Franchise Agreement on Limitation of Claims shall be amended by the addition of the following language to the original language that appears therein:

"; provided, however, that the limitation of such claims shall not act to reduce the three (3) year statute of limitations afforded Franchisee for bringing a claim under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise."

3. Section 20 of the Franchise Agreement on Acknowledgements by Franchisee shall be amended by the addition of the following language to the original language that appears therein:

"The representations of this section 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."

4. 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 any 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.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the _____ day of _____, 20____.

Franchisor:	**Franchisee:**
Chefs For Seniors Franchising, LLC	**A _____ corporation/LLC**
A Wisconsin limited liability company	**Organized in the State of _____**
By: _____	
Title: _____	By: _____
Date Accepted: _____	Title: _____
	Date Signed: _____

EXHIBIT K TO THE FRANCHISE DISCLOSURE DOCUMENT

CHEFS FOR SENIORS FRANCHISING, LLC
ADDENDUM TO THE DISCLOSURE ACKNOWLEDGEMENT STATEMENT
FOR THE STATE OF MARYLAND

This Addendum is to a Franchisee Disclosure Questionnaire completed by _____ _____ _____ (Franchisee) dated _____, to amend said Questionnaire by the addition of the following language:

> "Nothing contained in this Statement is intended to, nor shall it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective this day of _____, 20___.

Franchisor:	**Franchisee:**
Chefs For Seniors Franchising, LLC	**A _____ corporation/LLC**
A Wisconsin limited liability company	**Organized in the State of _____**
By: _____	
Title: _____	By: _____
Date Accepted: _____	Title: _____
	Date Signed: _____

EXHIBIT K TO FRANCHISE DISCLOSURE DOCUMENT

CHEFS FOR SENIORS FRANCHISING, LLC

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF NEW YORK

The Offering Prospectus for Chefs For Seniors Franchising, LLC ("Franchisor") for use in the State of New York is modified in accordance with the following:

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

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21st FLOOR, NEW YORK, NEW YORK 10005-1495. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

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

embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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

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

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

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion. The purposes of the Initial Fee for the grant of the franchise are for our costs in training you and for our general operating budget.

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

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

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

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

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

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

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

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

9. 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 any 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.

EXHIBIT K to FRANCHISE DISCLOSURE DOCUMENT

CHEFS FOR SENIORS FRANCHISING, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

This Addendum is to a Franchise Agreement dated _____, 20__ between Chefs For Seniors Franchising, LLC and _____ (Franchisee) to amend said Agreement as follows:

1. Section 13 of the Franchise Agreement on Renewal and Section 15.b. of the Franchise Agreement on Transfer by Franchisee amended by the addition of the following language to the original language that appears therein:

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 the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

2. Section 15.1. of the Franchise Agreement on Transfer by Franchisor shall be amended by the addition of the following language to the original language that appears herein:

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

3. Section 18.8. of the Franchise Agreement on Governing Law/Consent to Jurisdiction shall be amended by the addition of the following language to the original language that appears therein:

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

4. 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 any 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 PAGE FOLLOWS.]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective this__day of _____, 20___.

Franchisor:
CHEFS FOR SENIORS FRANCHISING, LLC
a Wisconsin limited liability company

By: _____
Title: _____
Date Accepted: _____

Franchisee:
Corporate/LLC Signature:

_____
a _____ corporation/LLC

By: _____
Title: _____
Date Accepted: _____

Individual Signatures:

_____

_____

The Franchisor represents that this offering prospectus does not knowingly omit any material fact or contain any untrue statement of a material fact.

EXHIBIT K to FRANCHISE DISCLOSURE DOCUMENT

CHEFS FOR SENIORS FRANCHISING, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Chefs For Seniors Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

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.

Additional Disclosure. The following statements are added to Item 17.h.:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause, "as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

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 any 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.

EXHIBIT K to FRANCHISE DISCLOSURE DOCUMENT

CHEFS FOR SENIORS FRANCHISING, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA

This Addendum is to a Franchise Agreement dated _____, 20__between Chefs For Seniors Franchising, LLC and _____(Franchisee) to amend said Agreement as follows:

1. Paragraph 8.a is modified to add the following:

   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.

2. 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 any 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.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective this__day of _____, 20___.

Franchisor:	**Franchisee:**
CHEFS FOR SENIORS FRANCHISING, LLC	**Corporate/LLC Signature:**
a Wisconsin limited liability company	_____
	a _____ corporation/LLC
By: _____	By: _____
Title: _____	Title: _____
Date Accepted: _____	Date Accepted: _____

Individual Signatures:

_____

_____

EXHIBIT K to FRANCHISE DISCLOSURE DOCUMENT

CHEFS FOR SENIORS FRANCHISING, LLC
ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

The Franchise Disclosure Document is amended by the addition of the following:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.1000 RCW shall prevail.

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

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

A release of waiver of rights executed by a franchisee shall 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable by a franchisor against an employee of the 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). Pursuant to RCW 49.62.030, a noncompetition covenant is void and unenforceable by a franchisor against an independent contractor of the franchisee unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or a franchisee 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.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until (a) the Franchisor has met all pre-opening obligations that franchisee is

entitled to under the franchise agreement or Franchise Disclosure Document and (b) Franchisee is open for business.

The Item 6 disclosure on "Additional Fee if you Transfer to our Existing Prospect" and Section 14.b.ii.(k) of the franchise agreement are deleted as inapplicable.

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 any 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.

EXHIBIT K to FRANCHISE DISCLOSURE DOCUMENT

CHEFS FOR SENIORS FRANCHISING, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

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

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

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

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

The Item 6 disclosure on "Additional Fee if you Transfer to our Existing Prospect" and Section 14.b.ii.(k) of the franchise agreement are deleted as inapplicable.

Section 14.b.ii(l) is deleted in its entirety.

Section 18.b.ii is revised as follows:

> We make no warranties or guaranties, and assume no liability or obligation to you, by granting any waiver, approval or consent to you, or by reason of any neglect, delay or denial of any request therefor.

Section 18.g is revised as follows:

> **Limitations of Claims.** Except for claims against you concerning the under-reporting of gross revenue and/or the payment of monies due us from you, any and all claims arising out of or relating to this Agreement or the relationship among the parties hereto shall be barred unless an action or legal proceeding is commenced within one (1) year from the date either party knew of the facts giving rise to such claims.

Exhibit B ("Disclosure Acknowledgement Statement") is revised to include the addition of the following: "This Acknowledgement Statement does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Exhibit I ("General Release") is revised to include the addition of the following: "This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder."

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

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 the franchise is open for business.

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 any 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 Page Follows.]

The undersigned does hereby acknowledge receipt of this addendum.

Franchisor:
Chefs For Seniors Franchising, LLC
A Wisconsin limited liability company

By: _____
Title: _____
Date Accepted: _____

Franchisee:
Corporate/LLC Signature:
_____
a _____ corporation/LLC

By: _____
Title: _____
Date Accepted: _____

Individual Signatures:

_____

_____

EXHIBIT K to FRANCHISE DISCLOSURE DOCUMENT
CHEFS FOR SENIORS FRANCHISING, LLC
ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

This Addendum is to a Franchise Agreement dated _____, 20__between Chefs For Seniors Franchising, LLC and _____(Franchisee) to amend said Agreement by including the following language:

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provisions of the Franchise Contract or Agreement if such provisions are in conflict with that law.

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 any 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.

In witness whereof, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective the _____ day of _____, 20____.

Franchisor:
Chefs For Seniors Franchising, LLC
A Wisconsin limited liability company

By: _____
Title: _____
Date Accepted: _____

Franchisee:
Corporate/LLC Signature:
_____
a _____ corporation/LLC

By: _____
Title: _____
Date Accepted: _____

Individual Signatures:

_____

_____

EXHIBIT L TO FRANCHISE DISCLOSURE DOCUMENT
Renewal Addendum

CHEFS FOR SENIORS FRANCHISING, LLC
RENEWAL ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum is to a Franchise Agreement dated _____ , 20____ by and between Chefs For Seniors Franchising, LLC, a Wisconsin limited liability company (hereafter Franchisor), and _____ (hereafter Franchisee) to amend said Franchise Agreement as follows:

WHEREAS, Franchisee has owned and operated a Chefs For Seniors Franchised Business located at _____ pursuant to a Franchise Agreement dated _____, _____ ("Initial Franchise Agreement");

WHEREAS, the Initial Franchise Agreement was for a term of three (3) years from the date of the opening of Franchisee's Business, and expired on _____;

WHEREAS, the Initial Franchise Agreement provided for two (2) additional options to extend the franchise relationship for five (5) years each beyond the initial term provided that certain terms and conditions were met by Franchisee; and

WHEREAS, Franchisee desires to continue to own and operate a Chefs For Seniors Franchised Business and to extend the franchise relationship;

WHEREAS, by the terms of the Initial Franchise Agreement, in order to extend the franchise term, Franchisee must execute the standard form of Franchise Agreement currently being offered by Franchisor which agreement is being executed contemporaneously with this Renewal Addendum ("Franchise Agreement") and must meet certain conditions as set forth in the Initial Franchise Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The above recitals are incorporated herein and made a part of this Renewal Addendum to the Franchise Agreement.

2. Paragraph 2(a) (Term) is revised to read as follows:

The term of this Agreement (the "Term") shall commence on the date of this Agreement and expire five (5) years from such date, unless sooner terminated as provided in Sections 15 and 16 hereof.

3. Paragraph 2(b)(i) is revised to read as follows:

You may, at your option, renew the Franchise for one additional five (5) year term, provided that…

4. Paragraph 8(a) (Initial Franchise Fee) is deleted in its entirety. Upon the execution of this Agreement, Franchisee shall pay to Franchisor a renewal fee equal to twenty percent (20%) of the then-current initial franchise fee for the Territory size that is comparable to your then Territory size (Basic, Extended, Regional) ("Renewal Fee"). Upon our written approval, which approval we may withhold in our sole discretion, you may pay the Renewal Fee in five (5) equal monthly installments, as follows:

Amount Due	**Payment Due Date**
Twenty percent (20%) of the Renewal Fee	Upon execution of this Agreement

Twenty percent (20%) of the Renewal Fee	30 days after the execution of this Agreement
Twenty percent (20%) of the Renewal Fee	60 days after the execution of this Agreement
Twenty percent (20%) of the Renewal Fee	90 days after the execution of this Agreement
Twenty percent (20%) of the Renewal Fee	120 days after the execution of this Agreement

5. Paragraph 4(a) (Initial Training) is hereby deleted as inapplicable. ***[Address here if there is any refresher training that the franchisee must take in connection with the renewal requirements that won't be completed prior to the expiration date.]***

6. Paragraphs 3(d) (Franchised Business Opening) and 10(b)(i) and 10(b)(ii) (Grand Opening) are hereby deleted as inapplicable.

7. In all other respects, the Franchise Agreement shall be construed and enforced as it is written.

8. In consideration of the mutual and several agreements recited above and the renewal of Franchisee's Initial Franchise Agreement, Franchisee does forever release and discharge Franchisor, its officers, directors, shareholders, agents and employees, in that capacity and individually, its guarantors, successors, and assigns on behalf of its successors and assigns from all manner of actions, cause, causes of action, suits, debts, sums of money, accounts, promises, variances, trespasses, damages, judgments, execution, claims and demands, whatsoever, in law or in equity, arising out of any relationship between Franchisee and Franchisor whether contractual or otherwise which it now has, or has had, or which its successors and assigns hereafter can, shall or may have, for upon or by reason of any matter, cause or thing whatsoever at any time prior to the date of this Agreement.

In witness whereof, the parties hereto, intending to be legally bound, hereby have duly executed, sealed and delivered this Renewal Addendum on this _____ day of _____, 20____.

FRANCHISOR:
CHEFS FOR SENIORS FRANCHISING, LLC

By: _____

Its: _____

FRANCHISEE:

By: _____
Its: _____

EXHIBIT M TO FRANCHISE DISCLOSURE DOCUMENT

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	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
New York	Pending
Virginia	Pending
Washington	Pending

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.

RECEIPT (Your Copy)

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully. If Chefs For Seniors Franchising, LLC ("CFSF" or "Franchisor") offers you a franchise, it must provide this Franchise 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 state law requires a franchisor to provide the Franchise 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 7 calendar days before you sign any Franchise Agreement.

If we do not deliver this Franchise 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 D.C. 20580 and the state agencies listed in Exhibit F. CFSF authorizes the agents listed in Exhibit G to receive service of process for CFSF.

The name, principal business address and telephone number of each franchise seller offering the franchise (check names that apply):

____ Barrett Allman, 2169 Southern Court, Cottage Grove, WI 53527, phone: 608-214-0057
____ Nathan Allman, 2169 Southern Court, Cottage Grove, WI 53527, phone: 608-214-9537
____ Other: _____,

The names of additional franchise sellers will be provided to you prior to your signing the Franchise Agreement.

I have received a Franchise Disclosure Document with an issuance date of March 29, 2024 and an effective date for state registrations as noted on page iv of this Disclosure Document. This Franchise Disclosure Document includes the following Exhibits:

Exhibit A - Franchise Agreement and Riders
Exhibit B - Disclosure Acknowledgement Statement
Exhibit C - Confidentiality and Non-Competition Agreement
Exhibit D - List of Current Franchisees
Exhibit E - List of Former or Inactive Franchisees
Exhibit F - List of State Administrators
Exhibit G - List of Agents for Service of Process
Exhibit H - Table of Contents of Operations Manual
Exhibit I - General Release
Exhibit J - Financial Statements
Exhibit K – State Addenda
Exhibit L – Renewal Addendum
Exhibit M – State Effective Dates

Dated: _____

By: _____
Individually and/or as an Officer or Partner of:
_____
A _____ Corporation
A _____ Partnership
A _____ Limited Liability Company

KEEP THIS COPY FOR YOUR RECORDS

RECEIPT (Franchisor's Copy)

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully. If Chefs For Seniors Franchising, LLC ("CFSF" or "Franchisor") offers you a franchise, it must provide this Franchise 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 state law requires a franchisor to provide the Franchise 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 7 calendar days before you sign any Franchise Agreement.

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Exhibit J - Financial Statements
Exhibit K – State Addenda
Exhibit L – Renewal Addendum
Exhibit M – State Effective Dates

Dated: _____

By: _____
Individually and/or as an Officer or Partner of:
_____
A _____ Corporation
A _____ Partnership
A _____ Limited Liability Company

Please sign this copy of the receipt, date your signature, and return to Chefs For Seniors Franchising, LLC (mail to 2169 Southern Court, Cottage Grove, WI 53527)