FRANCHISE DISCLOSURE DOCUMENT

ComForCare Franchise Systems, LLC
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Troy, MI 48084-1600 | (800) 886-4044
home@comforcare.com - www.comforcare.com

Home Care Franchise

ComForCare Franchise Systems, LLC ("ComForCare") offers franchises for the operation of a ComForCare Home Care franchised business that provides: (i) Personal Care Services: Non-medical in nature that include companionship, personal care for activities of daily living (ADLs) and instrumental activities of daily living (IADLs) along with homemaker/chore provider services to persons of all ages allowing them to age in place and (ii) on-site community care. In addition, once you have achieved certain financial and operational levels, you may seek authorization to provide Private Duty Nursing (PDN) services: hourly, shift-based care performed by a Home Health Aide (HHA), Licensed Practical Nurse/Licensed Vocational Nurse (LPN/LVN), or Registered Nurse (RN) to patients of all ages with long term complex health conditions (non-Medicare.)

The total investment necessary to begin operation of a new single unit ComForCare Home Care franchise offering Personal Care Services and On-Site Community Care ranges from $72,975 to $161,925 . This includes a payment to us or an affiliate of $29,500 for a Reduced Initial Fee franchised business or $57,000 for a Standard Offering franchised business.

At our discretion, we may offer to qualified candidates the right to purchase more than one, single unit franchise. Qualified candidates that are allowed to purchase additional franchises will be required to sign a separate franchise agreement for each franchise they purchase.

The total investment necessary to begin operation of a new multiple unit ComForCare Home Care franchise offering Personal Care Services and On-Site Community Care ranges from $113,225 to $274,525. This includes a payment to us or an affiliate of $59,000 for two unites and $88,500 for three units of a Reduced Initial Fee franchised business or $104,500 for two units and a payment of $147,000 for three units for a Standard Offering franchised business.

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, franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact David Tarr at 900 Wilshire Drive, Suite 102, Troy, MI 48084 (800) 886-4044, dtarr@bestlifebrands.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 1, 2023

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
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 A 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 ComForCare 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 ComForCare franchisee?	Item 20 or Exhibits H & I 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 C.

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:

Out-of-State Dispute Resolution. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Michigan. 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 Michigan than in your own state.

Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even if your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.

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

Mandatory Minimum Payments. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

DISCLOSURES REQUIRED BY MICHIGAN LAW

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee after entering into a franchise agreement from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such a failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

i. The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

ii. The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

iv. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third-party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

If the franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Attn.: Franchise, 670 Law Building, Lansing, Michigan 48913, telephone: (517) 373-7117.

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, "we," "us," "our," or "ComForCare" means ComForCare Franchise Systems, LLC, the franchisor. "You," "your," or "Franchisee" means the person, and its owners, if the Franchisee is a business entity, who buys the franchise from ComForCare.

The Franchisor and Predecessor(s)

The Franchisor is ComForCare Franchise Systems, LLC. ComForCare Franchise Systems, LLC is a Michigan limited liability company and was organized December 31, 2018. From January 31, 2017 through December 31, 2018, the immediate predecessor franchisor was ComForCare Health Care Holdings, LLC, a Michigan limited liability company. Prior to January 31, 2017, our predecessor was ComForCare Health Care Holdings, Inc., a Michigan corporation. ComForCare Health Care Holdings, Inc. was incorporated in the State of Michigan on July 6, 2000. For the purpose of this Disclosure Document, ComForCare Health Care Holdings, Inc. and ComForCare Health Care Holdings, LLC are deemed the "Predecessor/s" franchisor. We have not had any other predecessors during the 10-year period immediately before the date of this Disclosure Document. ComForCare and the Predecessors have never offered franchises in any other lines of business and have never conducted a business of the type to be operated by the Franchisee. ComForCare and the Predecessors began offering franchises in 2000. Our principal place of business is 900 Wilshire Drive, Suite 102, Troy, MI 48084. The ComForCare agent for service of process in your state is listed in Exhibit C.

The Franchised Business is conducted under the names of ComForCare Home Care, ComForCare Senior Services, ComForCare Home Health Care, ComForCare Companion Care, and At Your Side Home Care (in the Houston, Texas area) in connection with ComForCare's trademarks.

Our Parents and Affiliates

Our immediate parent company is Best Life Brands, LLC, a Michigan limited liability company, whose principal place of business is 900 Wilshire Drive, Suite 102, Troy, MI 48084-1600. Best Life Brands, LLC is owned entirely by CFC Holding Company, LLC, a Delaware limited liability company, whose principal place of business is 45 Rockefeller Center 630 Fifth Avenue, Suite 400, New York, NY 10111. CFC Holding Company, LLC's majority owner is TRC CFC, LLC, whose principal place of business is 45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111.

The name and principal business address of each of the companies that directly or indirectly control TRC CFC, LLC are as follows:

Name of Company	Principal Business Address	Ownership or Control of Company
RMCF IV Associates AIV I, L.P.	45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111	Owned by various individual investors and investor groups.
Riverside Micro-Cap Fund IV-A, L.P.	45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111	Owned by various individual investors and investor groups.

Name of Company	Principal Business Address	Ownership or Control of Company
CFC Blocker Corporation	45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111	Wholly owned by Riverside Micro-Cap Fund IV-A, L.P.
TRC CFC, LLC	45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111	Majority owned by RMCF IV Associates AIV I, L.P. Minority owned by CFC Blocker Corporation

RMCF IV Associates AIV I, L.P. and Riverside Micro-Cap Fund IV-A, L.P. are part of The Riverside Company, a global private equity firm focused on investing in and acquiring growing businesses and it maintains its principal business address at 45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111.

Our Affiliates

"Affiliate" means an entity controlled by, controlling, or under common control with another entity. However, it is important to note that each of our affiliates are separate, distinct, independently-owned and operated companies.

Common Controlled Affiliates

Through common control with Best Life Brands, LLC, we are affiliated with the franchise programs offered by:

- Blue Moon Franchise Systems, LLC ("Blue Moon") whose principal place of business is 900 Wilshire Drive, Suite 102, Troy, MI 48084. Since August 2013, Blue Moon has offered franchises that provide services dedicated to selling the personal property including, but not limited to, furniture, tools, jewelry, décor as well as the provision of consignment sales for those who are downsizing, relocating, or are deceased under the Blue Moon name. As of December 31 2022, Blue Moon had 91 franchises in operation in the U.S. Blue Moon has never offered any services similar to those offered by ComForCare nor has it offered franchises in other lines of business.

- Boost Franchise Systems, LLC ("Boost") whose principal address is 900 Wilshire Drive, Suite 102, Troy, MI 48084. Since July 2021, Boost has offered franchises that provide intermittent care ordered by a doctor and is performed by a Home Health Aide (HHA), Licensed Practical Nurse/Licensed Vocational Nurse (LPN/LVN), Registered Nurse (RN), Physical Therapy (PT), Occupational Therapy (OT), Speech Language Pathologist (ST) and Medical Social Worker (MSW) to patients of all ages with acute and chronic long term complex health conditions within the patient's residence or within health care facilities. As of December 31, 2022, Boost had six franchises in operation in the U.S of which three are owned by our parent company, Best Life Brands, LLC and currently operate under the name of PROHealth Home Care Services, LLC, a California limited liability company. PROHealth maintains its principal business address at 4221 Wilshire Blvd, #275, Los Angeles, CA 90010. Boost has never offered services similar to those offered by ComForCare nor has it offered franchises in other lines of business.

- CarePatrol Franchise Systems, LLC ("CarePatrol") whose principal place of business is 900 Wilshire Dr., Suite 102, Troy, MI 48084-1600. Since April 2009, CarePatrol has offered franchises that provide referral and senior placement services under the CarePatrol name. At various times

since 2012, CarePatrol has also sold four area representative franchisees in selected areas. As of December 31, 2022, CarePatrol had 160 franchises in operation in the U.S. CarePatrol has never offered any services similar to those offered by Boost nor has it offered franchises in other lines of business.

Agent for Service of Process

Please see Exhibit C.

Description of the Franchised Business

We offer franchises for the use of our "ComForCare" (or "At Your Side" in metropolitan Houston, Texas) trademarks, trade names, service marks, and logos ("Proprietary Marks") for the operation of ComForCare Businesses ("ComForCare Franchise(s)" or "Franchise(s)"). ComForCare Businesses are operated under our ComForCare system ("System"). The System utilizes a health care concept composed of a certain number of integral parts, all of which are absolutely necessary for a successful operation and are fully described in the confidential manuals ("Manuals"). The System may be changed or modified by us throughout your ownership of the Franchise. ComForCare Businesses provide: (i) Personal Care Services: Non-medical in nature that include companionship, personal care for ADL and IADL along with homemaker/chore provider services to persons of all ages allowing them to age in place and (ii) on-site community care. In addition, once you have achieved certain financial and operational levels, you may seek authorization to provide Private Duty Nursing (PDN) services: hourly, shift-based care performed by a Home Health Aide (HHA), Licensed Practical Nurse/Licensed Vocational Nurse (LPN/LVN), or Registered Nurse (RN) to patients of all ages with long term complex health conditions (non-Medicare), and within their Protected Territory under the ComForCare brand. ComForCare Businesses operating under the System and Proprietary Marks are referred to in this Franchise Disclosure Document as a "ComForCare Business" or "Franchised Business." You will operate your Franchised Business from an approved location. You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit B ("Franchise Agreement"). You may operate one ComForCare Business for each Franchise Agreement you sign.

Market and Competition

You can expect to compete with other national and local businesses and sole proprietors performing similar services. The market for home care services in the United States is very large and fully developed and is growing at a steady pace as the number of people over the age of 65, the primary, though not only, customer class, is growing rapidly. Revenues generated from home care services are not influenced by seasonality throughout the year. Your competitive advantage in the marketplace will be based on your adherence to our standards and guidelines, as well as your entrepreneurial and managerial abilities and focus on customer service in the operation of your Franchise Business.

Laws and Regulations

You are responsible for and must comply with all federal, state and local laws and regulations that apply to your operations, including those pertaining to the health care industry including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Title XII of the American Recovery and Reinvestment Act of 2009 ("HITECH ACT"), anti-kickback prohibitions, Stark Law requirements, fee splitting prohibitions, patient brokering limitations, professional and facility licensing, workers' compensation, state and local minimum wage and overtime compensation requirements, corporate, tax, environmental, sanitation, insurance, no smoking, EEOC, OSHA, non-discrimination, employment,

Telephone Consumer Protection Act, Data Privacy and Protection and sexual harassment laws. ComForCare neither dictates nor controls labor or employment matters for you or your employees.

To comply with HIPAA, you and ComForCare must execute a Business Associate Agreement, attached as Addendum F – ComForCare HIPAA Business Associate Agreement, to the Franchise Agreement. Additionally, you must comply with other federal, state and local laws and regulations relating to the access, confidentiality, use and disclosure of medical records, the privacy of insurance information and other privacy protection acts.

If required by your state, you also must obtain and maintain any home/health care or employment related permits, licenses, accreditations, certifications or other indications of authority necessary for the operation of your franchise business, including, for example, a home health agency license, nurse staffing and/or employment agency license. Federal and state laws, as well as our corporate brand standards, may require that you do background checks on all current and prospective employees. Some states may require you to obtain a license to provide employment services, and/or Alzheimer's/dementia care. In addition, we may require you to obtain a particular permit, license, or accreditation. Some states have imposed a moratorium on the issuance of home care/health agency licenses, nurse staffing licenses and other in-home healthcare licenses or permits. If there is no healthcare license, certification or registration requirement in your state currently, you can assume that there will be soon and stay alert for new developments. Some states may require that you, or someone that you directly employ, has health care experience or a qualifying healthcare professional degree, license or certification. You are responsible for investigating the availability and requirements for obtaining all necessary permits, licenses or accreditation in your state. You should review all local, state and federal laws and requirements with an attorney familiar with such laws and requirements to determine whether there are additional legal obligations. You alone are responsible for compliance despite any advice or information that we may give you. We have not researched any of these laws or regulations to determine the specific applicability to your business.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer: **J.J. Sorrenti**

J.J. Sorrenti has served as the Chief Executive Officer (CEO) of our parent, Best Life Brands, LLC, as well as the Manager/CEO of Best Life Brands, LLC parent, CFC Holding Company, LLC, since March 2020 (both companies are based in Troy, MI). Prior to joining Best Life Brands, J.J. was the President and Director of Safeguard Business Systems, Inc. ("Safeguard") (Dallas, TX) since its formation in September 2014 through February 2020. In addition, from January 2009 through February 2020, J.J. served as the: President and Director of Safeguard's two franchising arms (also based in Dallas, TX), SBS and SF Systems; the Vice President of Strategic Channels for Deluxe Small Business Sales, Inc., including the DFS Group; and the President of Safeguard Business Systems Limited, which was Safeguard's Canadian affiliate. J.J. also serves as a Director and Secretary of Snappy Casual Corporation and has held that position since February 2004 and has been a member of Snappy Casual Texas, LLC since June 2013 (both companies are based in Sewickley, PA). He is also a board member for the Gals Scholarship Foundation, a 501(C)(3) public charity that awards scholarships to women in golf. J.J. is also a trustee for the Board of the International Franchise Association's Education Foundation.

Chief Financial Officer: **Scott Baratta**

Scott Baratta has served as the Chief Financial Officer of our parent company, Best Life Brands, LLC, since November 30, 2021. Prior to joining Best Life Brands, Scott was the Chief Financial Officer at Kolmac Outpatient Recovery Centers from January 2019 until August of 2021.Scott also previously served as Chief Financial Officer of North American Spine & Pain from August 2018 to January 2019, Chief Operating Officer/Vice President, Operations - North Region for ChoiceOne Urgent Care from December 2015 through April 2018.

Chief Marketing Officer **Jennifer LoBianco**

Jennifer LoBianco (aka Jennifer LoBianco Gregersen) has served as the Chief Marketing Officer (CMO) since December 2022 (Troy, MI). Jennifer was Senior Vice President of Marketing from June 2021 to December 2022. Prior to joining Best Life Brands, LLC, Jennifer was the CMO at Huntington Learning Center (Oradell, NJ) from February 2018 to May 2020. Jennifer previously was the CMO at American Financial Resources (Parsippany, NJ) from March 2016 to February 2018. Jennifer also serves in a voluntary capacity as an advisory council member and mentor with the Buccino Leadership Institute at Seton Hall University (South Orange, NJ).

Vice President of Operations: **Rebecca Bouchard**

Rebecca Bouchard has been the Vice President of Operations for ComForCare since February 2020. Prior to this, Rebecca served as the Brand Integrator for our parent company, Best Life Brands, LLC from January 2019 to February 2020 and served as the Brand Integrator of our predecessor parent, ComForCare Health Care Holdings, LLC, from March 2018 through December 2018. From February 2017 through February 2018, Rebecca was the Executive Director of Operations for ComForCare Health Care Holdings, LLC.

Vice President of Franchise Development: **David Tarr**

David Tarr has served as the Vice President of Franchise Development since November 2022. Prior to that, David had been Director of Franchise Development with The Rep'm Group based in Charlotte, NC from February 2020 to October 2022. David was Director of Franchise Development for St. Gregory Development Group based in Cincinnati, OH from May of 2018 to Jan of 2020.

Director of Resales: **Branden Worback**

Branden Worback has served as the Director of Resales for our parent company, Best Life Brands, LLC since February 2020. Prior to this, Branden served as the Director of Operations for our affiliate, ComForCare Franchise Systems, LLC (Troy, MI), from January 2019 to February 2020. From January 31, 2017, to December 31, 2018, he was the Director of Operations for the predecessor of ComForCare Franchise Systems, LLC, ComForCare Health Care Holdings, LLC (Troy, MI).

In-House Counsel: **Stephen D. Greenwald**

Stephen D. Greenwald, Esq. has served as our in-house counsel since our inception as well as the in-house counsel of our affiliates: Troy, MI based Boost Franchise Systems, LLC (since July 2021, Troy), MI based ComForCare Franchise Systems, LLC (since December 2018), and Troy, MI based CarePatrol Franchise Systems, LLC (since January 2019). In addition, Stephen is the general counsel of our parent, Troy, MI based Best Life Brands, LLC (since January 2019). From January 31, 2017 to December 31, 2018, he was the in-house counsel for our predecessor parent, ComForCare Health Care Holdings, LLC (Troy, MI).

Stephen serves on the board of the Home Care Association of America and is a member of the State Bar of Michigan.

Vice President of Finance: **Rashi Gupta**

Since January 1, 2019, Rashi Gupta has served as our Vice President of Finance since our inception as well as the Vice President of Finance of our affiliates: Troy, MI based Boost Franchise Systems, LLC (since July 2021), Troy, MI based ComForCare Franchise Systems, LLC (since December 2018), and Troy, MI based CarePatrol Franchise Systems, LLC (since January 2019. From January 31, 2017, to December 31, 2018, she was the CFO for our predecessor, ComForCare Health Care Holdings, LLC (Troy, MI).

Minority Owner: **Steven Siegel**

Steve has been a minority owner of our parent, CFC Holding Company, LLC, since January 2017. In addition, Steve is the: Managing Partner of Brookside Consulting, a franchise and retail consulting firm based in Thornton, New Hampshire (since 2001), a senior advisor to the Riverside Company, a private equity firm based in Cleveland, Ohio, (since 2011), a director of AIA (Adventures in Advertising), It's Just Lunch (a franchisor of professional dating services), Clintar (a commercial property services provider), and the New Hampshire Music Festival (all since 2011).

ITEM 3

LITIGATION

Deborah Podolak v. ComForCare Health Care Holdings, Inc, et. al., Case No. GD-19-2022; In the Court of Common Pleas, Allegheny County, Pennsylvania Civil Division

The plaintiff alleges a violation of Pennsylvania Wage Payment as well as the Pennsylvania Minimum Wage Act in a class action against one of ComForCare's independently owned and operated franchisees and included ComForCare (the Franchisor) as a defendant under a vicarious liability theory. ComForCare is defending against the claim on the basis that the plaintiff was not an employee of ComForCare and that it's impossible under both law and fact that its independently owned and operated franchisee was in some way acting as a ComForCare agent. The plaintiff claims damages and statutory penalties in excess of $35,000. Trial has not been scheduled as of the time of this disclosure.

Administrative Actions

Administrative Proceeding before the Securities Commissioner of Maryland: Case No. 2010-0082

In 2007, ComForCare filed a franchise renewal application in Maryland that was effectuated December 10, 2007, and subsequently, in 2008, filed an amendment application that was effectuated October 7, 2008. After ComForCare's Maryland registration expired on December 10, 2008, ComForCare sold three franchises in Maryland. On April 15, 2010, ComForCare and the Maryland Securities Commissioner, reached an agreement to enter a Consent Order pursuant to which ComForCare agreed to cease and desist from offering or selling franchises in violation of Maryland Franchise Law and agreed to offer rescission to the three Maryland franchises. One franchisee elected to rescind.

Federal Trade Commission Docket No C-4379

On December 3, 2012, the Federal Trade Commission ("FTC") issued an administrative complaint against CAREPATROL, Inc. (which is not an existing entity but was incorrectly named), the predecessor

franchisor to our Common Controlled Affiliate, CarePatrol Franchise Systems, LLC, alleging issues with certain wording on CarePatrol's website. The FTC objected to wording that seemed to imply that CarePatrol "monitors or grades the care history and violations of all or a substantial majority, of assisted living facilities in a consumer's desired location," that it was incorrect to list every state under a "Click Below to Meet our Consultants" heading, in states in which CarePatrol does not have franchises, as CarePatrol does not have consultants in every state, and that CarePatrol "does not monitor or grade assisted living facilities based on most recent state inspections" in non-franchised areas. There was no intent to mislead, and the wording was for marketing and internet search engine optimization purposes only. The FTC sought to have CarePatrol change the website. In compliance, CarePatrol modified the wording on its website pursuant to FTC instructions. No consumer was involved nor made any complaint. There was no fine or penalty imposed.

Other than the foregoing actions, no other actions are required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

Single Unit Franchise

Standard Offering. At the time you sign the Franchise Agreement, you will pay us an initial franchise fee of $57,000. The initial fees for the Standard Offering during the time period indicated above are uniformly imposed.

Reduced Initial Fee Offering. At our discretion, we may offer you the right to purchase a ComForCare Franchise under our Reduced Initial Fee Offering. If you are approved, at the time you sign the Franchise Agreement, you will pay us an initial franchise fee of $29,500. The initial fees for the Reduced Initial Fee Offering are uniformly imposed.

> **PLEASE NOTE**: In exchange for the payment of a reduced initial franchise fee, you will be required to pay us a higher ongoing Royalty Fee – 6% to 7% of your Gross Sales (or certain minimum fees, whichever is greater) depending on your month of operational than the Standard Offering ongoing Royalty Fee – 5% of your Gross Sales (or certain minimum fees, whichever is greater). Please see Item 6 for additional information regarding your Royalty Fee obligations.

Multi-Unit Development

At our discretion, we may offer to qualified candidates the right to purchase more than one single franchise unit. Qualified candidates who are allowed to purchase additional units will be required to sign a separate franchise agreement for each franchise they purchase.

Standard Offering. Approved purchasers of two single units will pay an initial franchise fee of $104,500 ($57,000 for the first unit purchase and $47,500 for the second unit purchased). Approved purchasers of three single units will pay an initial franchise fee of $147,000 ($57,000 for the single unit purchase; $47,500 for the second unit purchased; and $42,500 for the third unit purchased). Any additional units purchased

thereafter will be an additional $42,500 each. The initial fees for the Standard Offering during the time period indicated above are uniformly imposed.

Reduced Initial Fee Offering. Approved purchasers of two single units will pay an initial franchise fee of $59,000 ($29,500 for each unit purchased). Approved purchasers of three single units will pay an initial franchise fee of $88,500 ($29,500 for each unit purchased). Any additional units purchased thereafter will be an additional $29,500 each. The initial fees for the Reduced Initial Fee Offering are uniformly imposed.

> **PLEASE NOTE**: In exchange for the payment of a reduced initial franchise fees, you will be required to pay us a higher ongoing Royalty Fee –6% to 7% of your Gross Sales (or certain minimum fees, whichever is greater) depending on your month of operation, **for each territory**, than the Standard Offering ongoing Royalty Fee – 5% of your Gross Sales (or certain minimum fees, whichever is greater), for each territory. Please see Item 6 for additional information regarding your Royalty Fee obligations.

You may not purchase multiple units from both offerings. All multiple units must be either via the Standard Offering or the Reduced Initial Fee Offering.

Additional Seniors

At our sole discretion, we may award you the right to increase your Protected Territory through the purchase of a territory with more than 35,000 Seniors (but less than 50,000 Seniors). Your initial franchise fee will be the initial franchise fees as stated above plus each additional Senior awarded multiplied by $1.98. As an example, if you are awarded a Protected Territory with 40,000 Seniors, your initial franchise fee would be $66,900 ($57,000 + (5,000 Seniors x $1.98)). Please note: (i) we will not adjust an adjacent viable territory to add additional Seniors to your Protected Territory, and (ii) any Seniors must be located in ZIP codes that adjoin the original Protected Territory.

Expansion; Discounts

Occasionally we may establish various franchise expansion programs, which are generally, but not exclusively, available only to existing franchise owners. These programs are intended to provide incentives for existing franchise owners to expand their existing franchise territories, acquire existing franchise operations from other franchise owners or expand into additional franchise territories. Under these programs, which are established and maintained at our sole discretion, initial franchise fees for additional franchise territories may be reduced, rebated or provided certain credits, provided that the new existing franchise meets certain sales or other performance criteria. However, any such expansion must be solely through the offering program of the franchisee's original franchise agreement(s). For instance, if you purchased your Franchised Business under our Standard Offering, any future expansions must also be under the then Standard Offering program.

Affiliate Franchise

At our discretion, we may offer qualified candidates, who are currently existing franchisees, the right to purchase a franchise from one of our affiliated brands (as described in Item 1). Such franchisees must independently qualify to own and operate that brand per its then current standards and requirements. If so awarded, the initial franchise fee will be 50% of that brand's then current fee for the first unit purchased only.

Deposit

If the funding for the purchase of your ComForCare franchise comes in part or in full from the SBA 7(a) loan program or from a loan against your retirement benefits (e.g., 401k loan), we, at our sole discretion, may allow you to pay a deposit upon execution of your franchise agreement/s in lieu of the full initial franchise fee. This deposit must be at least 20% of the initial franchise fee owed by you with the remaining balance of your initial franchise fee due in full the sooner of your funding from the SBA or 401k loan or 60 days from your Franchise Agreement's Contract Date. This deposit is non-refundable and you will owe the remaining balance of the Initial Franchise Fee whether you successfully obtain an SBA or retirement benefits loan. You are not eligible to participate in this deposit program if you elect (and qualify) to participate in the initial franchise fee financing program described in Item 10 – Financing. We reserve the right to offer, modify, withdraw or reinstate this program in the future without notice to you.

Purchase of Existing Franchise (Resale)

If you are a new Franchisee to our System and purchase an existing franchise or if you are an existing franchisee to our System and purchase an existing franchise, the initial fee is $20,000 ("Resale Fee") for each additional franchise you purchase regardless of whether the selling franchise is a Standard Offering or a Reduced Initial Fee Offering. Please see Item 6 for additional information.

> **PLEASE NOTE**: If you purchased your Franchised Business(es) under the Reduced Initial Fee Program, upon transfer, the transferee (i) may not elect to change their Royalty Fee to the then lower Standard Offering rate, and (ii) will begin paying any fees owed to us immediately upon the execution of this Agreement at the level and schedule as the transferring franchisee.

Conversion Single Unit Development

At our discretion, we may offer qualified candidates the right to purchase and convert a currently operating independent home care business into a ComForCare franchise ("Conversion Program"). We may, but are not obligated, to reduce (or waive) the initial franchise fee for a converted franchise based on such factors as the length of time you have been in business and revenue being generated. The conversion initial franchise fee is deemed fully earned and nonrefundable upon payment. During our fiscal year 2022, we did not grant any conversion franchises.

Veteran's Discount

To honor those men and women who have served in the United States military, the Veterans Transition Franchise Initiative, known as "VetFran," was developed to help those individuals' transition to civilian life. This initiative is a voluntary effort of International Franchise Association (IFA) member-companies that is designed to encourage franchise ownership by offering financial incentives to honorably discharged veterans. ComForCare offers a 20% discount off the initial franchise fee for the first single unit purchased to individuals who qualify under VetFran. This discount does not apply to Conversion Franchises.

First Responder's Discount

ComForCare offers a 15% discount off the initial franchise fee for the first single unit purchased to individuals who serve (or have served) their communities and country as first responders. The term "first responder" refers to those individuals who in the early stages of an incident are responsible for the protection and preservation of life, property, evidence, and the environment, including emergency response providers as defined in section 2 of the Homeland Security Act of 2002 (6 U.S.C. § 101), as well as emergency management, public health, clinical care, public works, and other skilled support personnel (such as

equipment operators) that provide immediate support services during prevention, response, and recovery operations. This discount does not apply to Conversion Franchises.

Current Franchise Employee Discount

We offer a $15,000 discount off the initial franchise fee to any current employee of a ComForCare Franchised Business who wishes to become a ComForCare franchisee. In order to qualify for this discount, the employee must have worked for an existing ComForCare Franchised Business for at least 12 months as well as meet our then current new franchisee standards and requirements. Thereafter, if the employee is awarded a ComForCare Franchised Business, the owner of the ComForCare that employed him/her will receive a $15,000 referral fee (upon receipt by us of the full discounted initial franchise fee from the employee.) These prospective franchisees are still required to complete all new franchisee training programs although we may accelerate or modify the training requirements, at our discretion, based on the prospective franchisee's operational experience or business acumen. The prospective franchisee cannot be bound by any existing franchise broker and/or franchise referral programs. In addition, you or your immediate relatives cannot have any ownership or equity in their proposed Franchised Business. The Referral Fee is not available for the state of Washington and for the resales of existing Franchised Businesses. We reserve the right to offer, modify, withdraw, or reinstate any referral program in the future without notice to you.

General Information Regarding Initial Fees

If you have signed a deposit agreement or a promissory note in favor of us for a portion of the initial franchise fee, you will pay to us the portion that has not been financed. No other payments will be made to us for goods or services before the opening of your Franchised Business. The initial franchise fees are fully earned and are non-refundable in consideration of administrative and other expenses incurred by us in granting the Franchised Business.

Referral Fee

If you refer an unrelated, third-party prospective franchisee directly to us and the prospective franchisee is granted the right to purchase a Franchised Business, upon receipt of the full initial franchise fee, we will pay you a single $15,000 referral fee ("Referral Fee"). These referred prospective franchisees cannot be bound by any existing franchise broker and/or franchise referral programs. In addition, you or your immediate relatives cannot have any ownership or equity in their proposed Franchised Business. The Referral Fee is not available for the state of Washington and for the resales of existing Franchised Businesses. We reserve the right to offer, modify, withdraw or reinstate any referral program in the future without notice to you.

ITEM 6

OTHER FEES

RECURRING FEES			
TYPE OF FEES	**AMOUNT**	**DUE DATE**	**REMARKS**
Royalty Fee (Notes 1, 3, & 18)	*Standard Offering.* 5% of the Gross Sales with a Minimum Royalty Fee per month *Reduced Initial Fee Offering.* 6% to 7% of the Gross Sales with a Minimum Royalty Fee Per Month depending on your month of operation.	10 days after bi-weekly billing period (Or as updated in operational manuals)	Your Royalty is an ongoing payment that allows you to use the Proprietary Marks and the intellectual property of the System and pays for our ongoing support and assistance.
General Marketing Fee (Notes 1, 4, & 18)	1% of Gross Sales with a Minimum General Marketing Fee per two-week billing period	10 days after bi-weekly billing period (Or as updated in operational manuals)	Payable to us
National Advertising Fee (Notes 1, 5, & 18)	1% of Gross Sales with a Minimum National Advertising Fee per two-week billing period	10 days after bi-weekly billing period (Or as updated in operational manuals)	We reserve the right to increase this fee to 2% of Gross Sales with a Minimum National Advertising Fee per two-week period with 60 days written notice. See Item 11 for more details.
Client Management Software Fee	Currently $450 per month	You will begin paying this fee once you are assigned your unique login information. Thereafter, this fee is due on the 15th of each month. (Or as updated in operational manuals)	This fee covers the cost associated with the client management software which is utilized in the operation of your Franchised Business. We reserve the right to increase this fee with 30 days written notice.

RECURRING FEES			
TYPE OF FEES	**AMOUNT**	**DUE DATE**	**REMARKS**
Technology Fee (Note 17)	$100 per month	You will begin paying this fee the earlier of the first use of any of the software or when you open your Franchised Business. Thereafter, this fee is due on the 15th of each month. (Or as updated in operational manuals)	This fee covers the costs associated with the technologies that are utilized in the operation of your Franchised Business such as, but not limited to: learning management systems, applicant tracking software, and client satisfaction software. We reserve the right to increase this fee.
Telehealth Fees	Varies but may be up to $500 per month	Monthly	Payable to third-party vendors. You will be required to participate in our approved Telehealth programs. We reserve the right to increase this fee
Electronic Claims Management Fee (Note 6)	Varies	Invoiced	Payable to third-party vendors
Google Workspace® Fee	$16.50 per month, per Google Workspace account	You will be assigned a Google Workspace account within two weeks of the execution of your Franchise Agreement with its associated fees beginning upon its assignment. Thereafter, this fee is due 15th of each month. (Or as updated in operational manuals)	Payable to us. You and your key employees are required to utilize Google's Workspace® as your email platform. At the time of this disclosure, this fee is $16.50 per month per Google Workspace license (plus applicable taxes, if applicable). We reserve the right to increase this fee with 30 days written notice.
essentialALZ Exam (Note 7)	Currently, $55.00 per exam, per person	Month Incurred	Payable to us.
Local Marketing Spend (Note 8)	2% of Gross Sales	Month Incurred	Payable to third-party vendors

RECURRING FEES			
TYPE OF FEES	**AMOUNT**	**DUE DATE**	**REMARKS**
Accounting Software Fee	Varies	Invoiced	Payable to approved vendor. We currently require that you purchase or lease the latest version of the QuickBooks Online ("QBOE") Business Package.

EVENT RELATED FEES			
TYPE OF FEES	**AMOUNT**	**DUE DATE**	**REMARKS**
Protected Territory Change Fee	$5,000	At the time of change	In the event you unilaterally request that we change your Protected Territory from the one granted to you in the Franchise Agreement/s. We are not obligated to grant such a request.
Annual Conference Fee (Note 9 & 17)	Up to $1,000 per person for the first two attendees; Up to $500 for each additional attendee	Upon event registration	
Annual Conference Absentee Fee (Note 9 & 17)	$2,500	10 days after Annual Conference	
Regional Meeting Fee (Note 10 & 17)	Up to $350 per person	Upon event registration	
Regional Meeting Absentee Fee (Note 10 & 17)	$750	10 days after Regional Meeting	
Training for Additional Persons	$2,000	Seven days prior to Training	See Item 11 for more details. We will provide, at your request, additional training after you have opened for any new key employees.
Supplemental Training at Your Office	$300 per day plus expenses	Seven days prior to Training	This expense is for any optional training you may request. See Item 11 for more details.
Renewal Fee	$7,500	When you sign the then-current Franchise Agreement	

EVENT RELATED FEES			
TYPE OF FEES	**AMOUNT**	**DUE DATE**	**REMARKS**
Independent Agency Acquisition Fee (Note 11 & 17)	$20,000	Upon purchase of independent agency	Payable to ComForCare at Independent Agency Acquisition Closing
Business Transfer Fee	$10,000 at the time of transfer if the transfer involves 50% or more change of ownership. If the transfer involves less than a 50% change of ownership, the transfer fee will be calculated based upon the percentage of ownership change	Prior to training	Payable to ComForCare at Business Transfer Closing
Business Transfer Training Reserve (Note 12 & 17)	$10,000	Upon execution of new franchise agreement	Payable to ComForCare at Business Transfer Closing
Third-party Broker Listing Fee (Note 13 & 17)	Varies by broker	Upon execution of new franchise agreement by buyer	Payable to ComForCare or escrow agent
Examination/Audit of Your Records and Under Reporting Penalty (Note 17)	$300 per day per person plus: expenses, full amount of any underpayment, $5,000 penalty, and interest on any underpayment	Upon demand	Cost of audit is payable only if the understatement exceeds two percent (2%)
Customer and Location Infraction Fee (Note 14 & 17)	$2.00 per billable hour plus a penalty of $5,000	Upon demand.	
Client Resolution Fee (Note 15 & 17)	Greater of $500 or $50/hour	Upon demand	
Benchmarking Non-Participation Fee (Note 16 & 17)	$1,000	10 days after benchmarking deadline	Benchmarking non-participation fee payable only if you do not participate in the survey

EVENT RELATED FEES			
TYPE OF FEES	**AMOUNT**	**DUE DATE**	**REMARKS**
Unapproved Services Fee (Note 1)	1% of Gross Sales	Monthly	Payable to us in the event you utilize our Proprietary Marks in the provision of unapproved services
Late Payment Fee	Up to $150 per week for each individual payment past due	Upon demand	Payable to us. Late fees begin from the date payment was due, but not received, or date of underpayment.
Late Reporting Fee	Up to $150 per report per week for each required report that has not been submitted	Upon demand	Payable to us. Late fees begin from the date the report was due, but not received.
Interest	Lesser of 18% or the maximum amount allowed by state law	Upon demand	Payable on any fees or payments due to ComForCare. The interest rate is per annum, calculated daily.
Reimbursement of monies paid by us on your behalf	Varies	Upon demand	For payments you fail to make and that we make on your behalf

Franchisor does not have any corporate owned units nor any franchisee cooperatives.

Notes to "Other Fees" Table:

All fees paid to us, unless otherwise noted, are uniform and are non-refundable and are due and payable for each territory owned. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us via electronic funds transfer ("EFT") or other similar means. You must complete the Automated Clearing House Payment Authorization Form (for Electronic Funds Transfer) "ACH Payment Authorization," attached as Addendum D to the Franchise Agreement, for direct debits from your business bank operating account. We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. All fees are current as of the issuance date of this Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. "Open Date" is defined in Item 11.

1. "Gross Sales" means the aggregate amount of all sales of services and the aggregate of all of your charges for all services performed (including service charges in lieu of gratuity) whether for cash or credit or otherwise, made and rendered in, about or in connection with your Franchised Business including, but not limited to, revenue derived from sales of personal response systems, mileage charged to clients, and all proceeds from any business interruption insurance. In addition, "Gross Sales" will include all revenues or receipts of any kind derived from the operation of your Franchised Business, including all services provided as a direct or indirect consequence of use of our Proprietary Marks or any respect of the Franchise System. For purposes of the Royalty Fee, sales are made at the earlier of delivery of services or receipt of payment. The terms "Gross Sales"

does not include any federal, state, municipal or other sales, value added or retailer's excise taxes paid or accrued by Franchisee. The term "Gross Sales" will not be modified for uncollected amounts.

2. "Open Date" as used within this disclosure is defined in *Item 11, Time to Open*.

3. During the term of the Franchise Agreement, the bi-weekly Royalty Fee for a Standard Franchise will be calculated as follows:

ROYALTY FEE CALCULATION		
TIME PERIOD	**BI-WEEKLY ROYALTY FEE**	
	STANDARD OFFERING	**REDUCED INITIAL FEE OFFERING**
Open Date through the 2nd Month of Operation	5% of Gross Sales	6% of Gross Sales
3rd Month of Operation through the 12th Month of Operation	Greater of $250 or 5% of Gross Sales	Greater of $300 or 6% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $500 or 5% of Gross Sales	Greater of $600 or 6% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $750 or 5% of Gross Sales	Greater of $900 or 6% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $1,000 or 5% of Gross Sales	Greater of $1,200 or 6% of Gross Sales
49th Month of Operation through the 60th Month of Operation	Greater of $1,250 or 5% of Gross Sales	Greater of $1,500 or 6% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $1,500 or 5% of Gross Sales	Greater of $2,100 or 7% of Gross Sales

The bi-weekly Royalty Fee for a Conversion Franchisee is determined at the time of the conversion.

4. During the term of the Franchise Agreement, the bi-weekly General Marketing Fee will be calculated as follows:

GENERAL MARKETING FEE CALCULATION	
TIME PERIOD	**GENERAL MARKETING FEE**
Open Date through the 2nd Month of Operation	1% of Gross Sales
3rd Month of Operation through the 12th Month of Operation	Greater of $50 or 1% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $100 or 1% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $150 or 1% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $200 or 1% of Gross Sales

GENERAL MARKETING FEE CALCULATION	
49th Month of Operation through the 60th Month of Operation	Greater of $250 or 1% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $300 or 1% of Gross Sales

The bi-weekly General Marketing Fee for a Conversion Franchisee is determined at the time of the conversion.

The General Marketing Fee is in place to support the marketing services provided to franchisees, including onboarding of new franchisees, continuing support and training for existing franchisees, including HelpDesk ticket management and servicing specific graphic design, content creation and website update requests. This also includes the expenses associated with specific marketing content creation, including but not limited to brochure, collateral, direct mail, and social media. This also includes the reasonable salaries, benefits and expenses of personnel who create manage and support these programs, not only the subject matter experts in the marketing department but those on the leadership team and in other departments, e.g., legal department involved in reviewing marketing related contracts, finance department involved with budgeting and invoicing related to marketing programs.

5. During the term of the Franchise Agreement, the bi-weekly National Advertising Fee will be calculated as follows:

NATIONAL ADVERTISING FEE CALCULATION	
TIME PERIOD	**NATIONAL ADVERTISING FEE**
Open Date through the 2nd Month of Operation	1% of Gross Sales
3rd Month of Operation through the 12th Month of Operation	Greater of $50 or 1% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $100 or 1% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $150 or 1% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $200 or 1% of Gross Sales
49th Month of Operation through the 60th Month of Operation	Greater of $250 or 1% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $300 or 1% of Gross Sales

The bi-weekly National Advertising Fee for a Conversion Franchisee is determined at the time of the conversion.

Please see Item 11 for additional information related to the National Advertising Fee.

6. You may have to contract with a third-party electronic claims management company in order to process certain invoices through approved client-caregiver management software. The fees vary

and may be based on a per-invoice basis (e.g., 20 cents per transmittal) or a flat monthly basis (e.g., $125 per month for all transmittals).

7. You and at least one other individual involved in the operation of your Franchise Business must obtain and thereafter maintain throughout the duration of your Franchise Agreement the Alzheimer's Association's essentialALZ certification. The price of the certification exam is currently $55 per exam, per person, is payable directly to us, and has to be renewed bi-annually. The Alzheimer's Association may increase the cost associated with this certification at any time without warning.

8. You understand that an essential factor in the growth of your Franchised Business is your local marketing, caregiver recruiting, and client acquisition (sales) efforts, which are comprised of several activities including, but not limited to, the purchase of printed marketing materials, the purchase of digital marketing solutions with our approved partner, participating in local networking events, and engaging in traditional marketing tactics every month. Therefore, in addition to required contributions to the National Advertising Fund, you must spend, on a monthly basis, at least 2% of your Gross Sales on your local marketing efforts. Guidance on specific marketing activities, strategies, and tactics can be found in the most current Local Marketing Playbook.

9. You are required to attend the Annual Conference. In the event you are unable to attend the Annual Conference, you must send an employee, who has been approved for attendance by us. If you fail to attend the Annual Conference (or send an approved employee in your stead), you will be charged a $1,500 absentee fee ("Annual Conference Absentee Fee"), via ACH, 10 days after the missed Annual Conference concludes. We may increase the Annual Conference Fee with 90 days' written notice prior to the Annual Conference. All Annual Conference attendees are responsible for all of their own travel costs and expenses of lodging, transportation and meals. We reserve the right not to conduct an Annual Conference.

10. You are required to attend one Regional Meeting. In the event you are unable to attend the Regional Meeting, you may send an employee who has been approved for attendance by us. If you fail to attend the Regional Meeting (or send an approved employee in your stead), you will be charged a $500 absentee fee ("Regional Meeting Absentee Fee"), via ACH, 10 days after the Regional Meeting(s) conclude. We may increase the Regional Meeting Fee with 90 days' written notice prior to the first scheduled Regional Meeting. All Regional Meeting attendees are responsible for all of their own travel costs and expenses of lodging, transportation and meals.

11. You will pay an Independent Agency Acquisition Fee if you are approved by us to purchase an independent home care agency. This Independent Agency Acquisition Fee may not be uniform.

12. Upon the sale of your Franchised Business to an unrelated third-party, you will pay to ComForCare a Business Transfer Training Reserve to ensure that you are actively managing the Franchised Business through the completion of the purchaser's training conducted at our corporate headquarter office (Phase Three training). This fee will be refunded within seven business days after the purchaser has completed Phase Three training and it has been satisfactorily demonstrated to us, in our sole opinion, that you were properly managing the transferred Franchised Business.

13. If a franchise sales broker is used to sell your Franchised Business, you must pay that broker a Third-Party Broker Sales Fee. Fees vary by broker. For example, some brokers may charge you a flat fee to sell your Franchised Business or a percentage of your eventual sale price (or a combination of both.) It is your responsibility to understand the terms and conditions, including the fees, any Third-Party Broker may require of you. Additionally, these fees may be assessed for each

individual territory sold and must be paid to a licensed escrow agent or to us to then disburse any amounts owed to third-party brokers.

14. If you service customers in another franchisee's territories without that franchisee's permission or authorization, you will pay that franchisee $2.00 for every billable hour you have billed and continue to bill that customer. In addition, you will be subject to a penalty of up to $5,000, for each customer specific infraction, payable to us. You are responsible (rather than us) for any payments or penalties owed to another franchisee for such infractions. We have no obligation to investigate or enforce this provision.

15. In the event we assist in resolving an issue between two or more franchisees regarding a violation of the customer and location restriction policy, we may charge the involved parties a client resolution fee that is the greater of $500 or $50/hour. This fee will be invoiced and payable via ACH 10 days from receipt of corresponding invoice. We have no obligation to assist in the investigation of such matters.

16. Once you have been open for at least 6 months (and thereafter), you must participate in an annual benchmarking survey. We charge you this fee only if you do not participate in surveys when so requested by us.

17. We may increase the amount of a fixed fee or fixed payment due under the Franchise Agreement or any related agreements. An annual increase to each particular fixed fee or fixed payment may occur only once during any calendar year and may not exceed the corresponding cumulative percentage increase in the Index since the date of the Franchise Agreement or, as the case may be, the date that the last Annual Increase became effective for the particular fixed fee or fixed payment being increased. Annual Increases will be made at the same time during the calendar year. "Annual Increase" means the increase in the amount of a fixed fee or fixed payment due us or an affiliate under a franchise agreement or a related agreement. "Index" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for all Items (1982-1984=100), not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of the Franchise Agreement, the other governmental index or computation with which it is replaced will be used to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

18. In states that require you to obtain a form of health care licensure prior to providing services, we reserve the right to adjust the start date of this fee based on the actual licensure date.

ITEM 7

ESTIMATED INITIAL INVESTMENT – NEW FRANCHISEES

TABLE A. YOUR ESTIMATED INITIAL INVESTMENT – SINGLE UNIT FRANCHISE PERSONAL/DOMESTIC CARE SERVICES AND ON-SITE COMMUNITY CARE				
TYPE OF EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS MADE**
Initial Franchise Fee (Note 1)	$29,500 - $57,000	Lump Sum	Upon Execution of Franchise Agreement	ComForCare
Travel Expenses for Training (Note 2)	$0 - $7,800	As Incurred	As Incurred	Vendors
Real Estate & Related Expenses – 3 months (Note 3)	$2,250 - $3,400	Monthly	As Incurred	Landlord
Office Equipment (Note 4)	$2,300 - $6,800	Lump Sum	Before Opening	Vendors
Computer Systems – 3 Months (Note 5)	$3,000 – $5,000	As Incurred	Before Opening	Vendors or ComForCare
Signs	$100 - $575	Lump Sum	Before Opening	Vendors
Miscellaneous Opening Costs (Note 6)	$1,200 - $5,600	As Incurred	As Incurred	Vendors
Licensing Fees (Note 7)	$0 - $6,000	As Incurred	As Incurred	Vendors
Accreditation Fees (Note 7)	$0 - $10,000	As Incurred	As Incurred	Vendors
Insurance – 3 months (Note 8)	$1,875 - $3,650	As Incurred	As Incurred	Vendors
Office Supplies (Note 9)	$1,000 - $2,350	As Incurred	As Incurred	Vendors
Local Marketing – 3 Months (Note 10)	$6,000	As Incurred	As Incurred	Vendors or ComForCare
Recruiting Expenses – 3 Months (Note 11)	$2,250	As Incurred	As Incurred	Vendors
Additional Funds – 3-6 Months (Note 12)	$23,500 - $45,500	As Incurred	As Incurred	Various
Total (Notes (a)-(c))	$72,975 - $161,925			

TABLE B. YOUR ESTIMATED INITIAL INVESTMENT – MULTI-UNIT FRANCHISE PERSONAL/DOMESTIC CARE SERVICES AND ON-SITE COMMUNITY CARE				
TYPE OF EXPENDITURE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS MADE**
Initial Franchise Fee (Notes 1)	$59,000 - $147,000	Lump Sum	Upon Execution of Franchise Agreement	ComForCare
Travel Expenses for Training (Note 2)	$0 - $7,800	As Incurred	As Incurred	Vendors
Real Estate & Related Expenses – 3 months (Note 3)	$3,000 - $5,000	Monthly	As Incurred	Landlord
Office Equipment (Note 4)	$2,300 - $6,800	Lump Sum	Before Opening	Vendors
Computer Systems – 3 Months (Note 5)	$3,000 - $5,000	As Incurred	Before Opening	Vendors or ComForCare
Signs	$100 - $575	Lump Sum	Before Opening	Vendors
Miscellaneous Opening Costs (Note 6)	$1,200 - $5,600	As Incurred	As Incurred	Vendors
Licensing Fees (Note 7)	$0 - $6,000	As Incurred	As Incurred	Vendors
Accreditation Fees (Note 7)	$0 - $10,000	As Incurred	As Incurred	Vendors
Insurance – 3 months (Note 8)	$1,875 - $3,650	As Incurred	As Incurred	Vendors
Office Supplies (Note 9)	$1,000 - $2,350	As Incurred	As Incurred	Vendors
Local Marketing – 3 Months (Note 10)	$6,000	As Incurred	As Incurred	Vendors or ComForCare
Recruiting Expenses – 3 Months (Note 11)	$2,250	As Incurred	As Incurred	Vendors
Extra Additional Funds – 3-6 Months (Note 12)	$33,500 - $66,500	As Incurred	As Incurred	Various
Total (Notes (a)-(c))	$113,225 - $274,525			

(a) For Franchised Businesses that initially provides only personal care services and on-site community care.

(b) These figures are based on estimates from our experience in this industry since 1996. The range has been provided because expenses may vary based on local market conditions. Additional funds for working capital needs may be required.

(c) All of the fees paid to us are not refundable. The fees that are paid to vendors, landlords, and other service providers may not be refundable.

(d) To account for inflation, we have increased the upper cost of the following expenditures by 4%: Travel Expenses for Training, Real Estate & Related Expenses, Office Equipment, Signs, Miscellaneous Opening Costs, Insurance, and Office Supplies.

Notes:

1. The Initial Franchise Fee for a: The Initial Franchise Fee for a:
    a. Standard Offering: a single-unit Franchise is $57,000; a two-pack, multi-unit franchise is $104,500 ($57,000 for the first unit and $47,500 for the second unit); for a three-pack, multi-unit franchise is $147,000 ($57,000 for the first unit, $47,500 for the second unit, and $42,500 for the third unit.)
        i. Qualifying franchisees may be eligible to finance part of this fee either via a Deposit Agreement as identified in Item 5 or through the financing program as identified in Item 10 – Financing.
    b. Reduced Initial Fee Offering: a single-unit Franchise is $29,500; a two-pack, multi-unit franchise is $59,000 ($29,500 for the first unit and $29,500 for the second unit); for a three-pack, multi-unit franchise is $88,500 ($29,500 for the first unit, $29,500 for the second unit, and $29,500 for the third unit.)

2. You are required to attend the entire Phase Two Training at our corporate headquarters or virtually (Please see Item 11). In addition, you are required to have one other employee who works as your administrator or marketer attend the Phase Two training days relevant to their position in your Franchised Business.

3. If you do not own adequate office space, you must lease adequate office space. Typical locations are in office buildings. A typical new single unit ComForCare Home Care office that provides personal care services and on-site community care would require 300-500 square feet of space and rent is estimated to be $9,000 to $18,000 annually depending on size, condition and location of leased premises. A typical new multi-unit ComForCare Home Care office that provides personal care services and on-site community care would require 500-750 square feet of space and rent is estimated to be $12,000 to $20,000 annually depending on size, condition and location of leased premises.

4. This amount may be necessary to purchase, office furniture, decorations, fixtures, and incidental supplies. Additionally, this may be necessary to purchase medical equipment used to train your caregiver staff on how to properly lift, clean, and care for clients.

5. This amount is necessary to purchase and/or license your computer hardware, software, data storage and access fees. This amount also includes your: Technology Fee, Google Workspace Fee, and a one-time $300 Quickbooks integration fee for the client management software.

6. This amount includes your essentialALZ certification expenses, utilities, business licenses, incorporation or applicable legal fees.

7. Your state of operation may require that you obtain some form of licensure and/or accreditation before being allowed to provide the Approved Services. Initial license fees as well as license renewal fees vary, but traditionally range anywhere from $25 to $6,000 per year and are your sole responsibility. Initial accreditation fees (as well as accreditation renewal fees) are approximately $10,000 and are your sole responsibility.

8. This amount represents an initial insurance deposit. Required insurance policies include comprehensive general liability, including automobile liability, third-party fidelity bond coverage, employment practices liability insurance, workers' compensation, network security (cyber) insurance, and any other insurance required by statute or state law. The estimated cost for all insurance **except** workers' compensation (which varies by location) during the first year of operation is $7,500 - $12,500. We may reasonably increase the minimum liability protection requirement annually and require, at any time on reasonable prior notice to you, different or additional kinds of insurance to reflect inflation, changes in standards of liability or higher damage awards in public, product or motor vehicle liability litigation or other relevant changes in circumstances.

9. You will need to obtain an inventory of basic office supplies.

10. This amount represents charges for various dues and memberships for marketing, e-newsletter distribution, promotional materials, internet advertising, advertising, and employee-related sales expenses. We recommend that you spend the greater of 2% of your Gross Sales or $1,250 per month on your local marketing efforts exclusive of your caregiver recruiting spend. Included in this amount is the telehealth fees described in Item 6.

11. We recommend that you spend at least $750 per month on your caregiver recruiting and retention efforts which include, but are not limited to: digital (online) caregiver recruiting, recruiting through texts, print hiring ads, job fairs, and third-party recruiting vendors.

12. We require that you begin your Franchised Business with at least 3 to 6 months additional working capital funds however we recommend that you begin your Franchised business with at least 12 months of additional working capital funds ($91,000 to $94,000 for single unit franchisees, $133,000 to $134,000 for multi-unit franchisees). The amounts of these additional funds are based on: data we have collected from our existing franchisees since 2001, benchmarking against industry standards via third party consultants and sources, and membership in the Home Care Association of American. These funds are usually allocated to administrative/marketing/nursing employee payroll/payroll (not owner's salary). In addition, these funds include three months of Telehealth Fees, as described in Item 6. These figures are estimates and we cannot guarantee that you will not incur additional expenses starting the business. Your costs will depend on how much you follow our prescribed methods and procedures, your management skills, business experience, local economic conditions, the local market for services, the prevailing wage rate, competition, and the sales level reached during the initial period.

Private Duty Nursing Initial Fees

Once you have completed one operational year in business or once you have achieved gross sales of at least $500,000 per year, you may seek approval from us to begin providing Private Duty Nursing (PDN) services within your Protected Territory. PDN services are hourly, shift-based care performed by a Home Health Aide (HHA), Licensed Practical Nurse/Licensed Vocational Nurse (LPN/LVN), or Registered Nurse (RN) to patients of all ages with long term complex health conditions.

If we grant you permission to provide PDN services, a necessary condition of such approval is that you must employ a dedicated Director of Clinical Services (i.e., a nurse) to assist in the administration of the PDN services you provide. In addition, your Director of Clinical Services must attend the PDN training. Failure to hire a Director of Clinical Services and, thereafter, continuously employ a dedicated Director of Clinical Services (and have this individual attend PDN training) may result in a suspension of your right to continue to provide PDN services. You must pay all travel and lodging expenses incurred by yourself, your employees or attendees in connection with any PDN training.

TABLE C.
YOUR ESTIMATED INITIAL INVESTMENT –
PRIVATE DUTY NURSING

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Travel Expenses for PDN Training (Note 1)	$0 - $7,800	As Incurred	As Incurred	Vendors
PDN Skills Lab (Note 2)	$2,000 - $5,720	As Incurred	As Incurred	Vendors
PDN Policies and Procedures (Note 3)	$2,000 - $10,000	Lump Sum	As Incurred	Vendors
PDN Software (Note 4)	$0 - $1,250	Monthly	As Incurred	ComForCare or Approved Vendor/s
PDN Licensing Fees	$0 - $6,000	As Incurred	Upon Submission of PDN License	State Licensing Authority
PDN Accreditation Fees (Note 5)	$0 - $10,000	As Incurred	As Incurred	Vendors
PDN Specific Insurance (3 - 6 Months) (Note 6)	$1,000 - $3,350	As Incurred	As Incurred	Vendors
PDN Local Marketing (3-6 Months) (Note 7)	$3,750 - $7,500	As Incurred	As Incurred	ComForCare or Vendor/s
PDN Recruiting Expenses (3 - 9 Months)	$3,000 - $6,000	As Incurred	As Incurred	Vendors
PDN Additional Funds (6 -9 Months) (Note 8)	$35,000 - $52,500	As Incurred	As Incurred	Vendors
Total (Notes (a)-(d)	$46,750 - $110,120			

(a) These fees are in addition to any fees itemized in Tables A & B above.

(b) It is your responsibility to verify your states current and future private duty nursing licensure requirements

(c) These figures are based on estimates from our experience in this industry since 1996. The range has been provided because expenses may vary based on local market conditions. Additional funds for working capital needs may be required.

(d) All of the fees paid to us are not refundable. The fees that are paid to vendors, landlords, and other service providers may not be refundable.

(e) To account for inflation, we have increased the high end of the following expenditures by 7%: Travel Expenses for Training, PDN Skills Lab, and PDN Specific Insurance.

Notes:

1. You are required to attend the entire Private Duty Training at our corporate headquarters (Please see Item 11). In addition, you are required to have your or Director of Clinical Services attend the PDN training days relevant to their position in your Franchised Business.

2. PDN providers must have a fully outfitted skills lab in which to train their PDN employees. Requirements vary by state and accreditation standards.

3. You may be required to purchase state specific PDN policies and procedures from Vendors. In addition, you may elect to utilize a third-party consultant to help you with this process.

4. You may be required to purchase or license PDN specific, client-caregiver management software.

5. Your state of operation, or your commercial referral sources, may require that you obtain third party accreditation. In addition, we expressly reserve the right to require that you obtain accreditation as well.

6. General and Professional insurance premium expected to increase by 20% annually. Workers' compensation insurance expected to increase based on payroll.

7. Initial PDN marketing supplies expected to cost $1,500, spread over the first three months. Thereafter, offices providing PDN services expected to spend at least $500 a month, in addition to their home care 1%/$1,000 monthly advertising requirements.

8. This estimates additional working capital funds you will require to start your PDN business. These expenses include Director of Nursing and Nurse Recruiter payroll costs, but do not include an owner's salary. These figures are estimates and we cannot guarantee that you will not incur additional expenses starting the business. Your costs will depend on how much you follow our prescribed methods and procedures, your management skills, business experience, local economic conditions, the local market for services, the prevailing wage rate, competition and the sales level reached during the initial period.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

To ensure that the highest degree of quality and service is maintained, you must operate the Franchised Business in strict conformity with the methods, standards, and specifications that we list in our proprietary and confidential Manual, which may exist in various parts, locations, and formats, and may include a combination of audio, video, written material, electronic media, website content, and/or software components. You must not: (i) deviate from these methods, standards, and specifications without our prior written consent, or (ii) otherwise operate in any manner which reflects adversely on our Proprietary Marks or the System. Our Manual states our standards, specifications, and guidelines for all goods and services that we require you to obtain in establishing and operating your Franchised Business.

We may, from time to time, notify you of new or modified standards, specifications, and guidelines through periodic amendments, or supplements to the Manual or through written communication (including electronic communication).

You must purchase, install, maintain in sufficient supply, and use, only those items that conform to the standards and specifications described in the Manual or otherwise in writing; you must not use nonconforming items. In addition, you must sell or offer for sale only those products and services that we have expressly approved for sale in the Manual or otherwise in writing, and discontinue selling any products or services that we, at our discretion, determine may adversely affect the System. You must not offer any unapproved products or services.

You must obtain and maintain insurance policies protecting you, us and our affiliates, and our respective shareholders, directors, employees, and agents against any demand or claim regarding personal and bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring at or in connection with the operation of your Franchised Business. Such policies must be written by an insurer acceptable to us and conform to our standards and minimum amounts of coverage. All insurance policies you purchase must name us and any affiliate we designate as additional insureds and provide for 30 days' prior written notice to us of a policy's material modification or cancellation. The cost of your premiums will depend on the insurance carrier's charges, terms of payment, and your insurance and payment histories.

Purchases from Approved Suppliers

You are currently not required to purchase or lease from us or our affiliates, any other goods, services, or supplies, for the establishment or operation of the Franchised Business. You must, however, purchase all products, equipment, supplies, and materials for use in your Franchised Business, solely from suppliers: (i) who demonstrate, to our continuing reasonable satisfaction, the ability to meet our reasonable standards and specifications for these items; (ii) who possess adequate quality controls and capacity to supply your needs promptly and reliably; (iii) whose approval would enable the System, at our opinion, to take advantage of marketplace efficiencies; and (iv) who have been approved by us in the Manual or otherwise in writing and not later disapproved. The items you must purchase or lease from approved suppliers include accounting software, human resources informational software, email, and printing supplies. There are not any officers of the franchisor who own any interest in our approved suppliers.

Certified Senior Advisor

We recommend, but do not require, that you become a Certified Senior Advisor (CSA) through the Society of Certified Senior Advisors. The initial fee is between $1,495 and $1,795 while the annual renewal fee is approximately $175. CSA certification is offered through online and live classroom settings. It consists of approximately 60 hours of home study.

Additional Information

We estimate the costs of the items you must purchase from approved suppliers as outlined above when starting the business, will be approximately 6% of the total estimated initial investment. We estimate the costs of the items you must purchase from approved suppliers, outlined above, will be approximately 20% of total administrative expenses for the first year of operation.

For the year ending December 31, 2022, our revenue from the license of the SwyftOps operational software to our franchisees was $131,750 or .75% of our total revenues of $17,546,784.

For the year ending December 31, 2022, our revenue from the license of the Google Workspace software to our franchisees was $170,619 or .97% of our total revenues of $17,546,784.

There are currently no purchasing or distribution cooperatives.

Approval of New Suppliers

If you would like to use any product or service in establishing or operating your business that we have not approved (for products and services that require supplier approval), you must request approval by providing us with a sample of the item you would like us to approve. We do not charge a fee for this approval. Unless we provide you written approval within 30 days of your request, your request will be deemed unapproved. We may revoke the approval of a supplier if it fails to continue to meet our standards. We will notify you if we revoke our approval of a product, service, or supplier and you must immediately stop purchasing said products or services or utilizing that supplier.

Insurance

You must, at all times, maintain in force, at your sole expense, on a primary basis with us, the following insurance:

1. Commercial general liability insurance, including bodily injury, property damage, personal injury, products, and completed operations liability coverage, with a limit not less than $1,000,000 ($3,000,000 in aggregate);
2. Workers' Compensation and employers' liability to meet statutory requirements of your state(s) of operation; you must maintain Workers' Compensation and employers' liability insurance coverages, regardless if mandated by state law or not;
3. "Special form" property insurance in an amount appropriate for your business' personal property and Business income & Extra Expense for a minimum of $100,000; higher amounts encouraged commensurate with your business size;
4. Automobile liability insurance for all owned, non-owned, and hired automobiles, with a single limit coverage of not less than $1,000,000;
5. An umbrella or excess liability policy in the amount of not less than $1,000,000;
6. Professional liability insurance, with a combined single limit of not less than $1,000,000 ($3,000,000 in aggregate), including "Abusive Conduct" coverage with a minimum sub-limit of $500,000;

7. Third-party liability bond with a minimum per occurrence limit of $25,000;
8. Employment Practices Liability Insurance ("EPLI") with a minimum aggregate of $500,000, including sub-limits of at least $100,000;
9. Network Security Insurance ("Cyber Insurance") with a minimum aggregate of $500,000; In addition, we recommend such policy contain at least: $5,000 retention/deductible ("Retro Inception") which is comprised of: 1) third-party network security and privacy with coverage up to $500,000; 2) third-party regulatory fines and penalties with coverage up to $500,000; 3) first party extortion with coverage up to $100,000; 4) first party event expense with coverage up to $500,000; 5) and first party Payment Card Industry ("PCT") fines with coverage up to $25,000; and
10. Other insurance as may be required by the state and/or the locality and/or region in which the Franchised Business is located and operated.

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 obligation in these agreements and other items of this Disclosure Document.

OBLIGATION		SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
A.	Site selection and acquisition/lease	Section 1 & 5	Item 11
B.	Pre-opening purchase/lease	Section 1 & 5	Item 11
C.	Site development and other pre-opening requirements	Section 1 & 5	Items 7, 8, & 11
D.	Initial and ongoing training	Section 4	Item 11
E.	Opening	Section 4 & Addendum B & I	Item 11
F.	Fees	Section 3 & Addendum I	Items 5, 6, 7, 11,
G.	Compliance with standards and policies/Operating Manual	Section 4, 5, 6, 7, 10, 12, & 13	Item 11
H.	Trademarks and proprietary information	Section 9 & 10	Items 13 & 14
I.	Restrictions on products/service offered	Section 1, 5, & 7	Items 8 & 16
J.	Warranty and customer service requirements	Section 5, 6, & 7	Item 11
K.	Territorial development and sales quotas	Section 1, 5, 6, & Addendum I	Item 12
L.	Ongoing product/service purchases	Section 5 & 6	Item 8
M.	Maintenance, appearance and remodeling requirements	Section 1, 2, & 5	Item 11
N.	Insurance	Section 12	Item 7
O.	Advertising	Section 3 & 11	Items 7 & 11

OBLIGATION		SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
P.	Indemnification	Section 19	Not applicable
Q.	Owner's participation/management/staffing	Section 5	Items 15
R.	Records and reports	Section 13	Item 11
S.	Inspections and audits	Section 13	Items 6
T.	Transfer	Section 14	Item 17
U.	Renewal	Section 2	Item 17
V.	Post-termination obligations	Section 16	Item 17
W.	Non-competition covenants	Section 17	Item 17
X.	Dispute resolution	Section 24	Item 17

ITEM 10

FINANCING

Financing Program Overview	
Loan Amount	Up to 50% of Initial Franchise Fee (for Standard Offering only)
Interest Rate	10% per annum
Term	60 months
Loan Start Date	Open Date

We have no obligation to provide you any financing, but we may agree to finance up to 50% of the Initial Franchise Fee for qualified prospective franchisees who are awarded a franchise under our Standard Offering under specified terms and conditions. Our decision to finance the Initial Franchise Fee may be based, in part, on your credit-worthiness, the collateral you have available to secure the financing and our then-current financing policies. We also explicitly reserve the right to conduct credit score inquiries as long as the loan exists.

You must make a written representation to us, in a form we specify, confirming the dollar amount of your obligations. The representation must remain true through execution of your Franchise Agreement and we may elect not to approve a transfer, including a transfer to a corporation or other entity wholly owned by you, if you do not either maintain the same investment in your Franchised Business or pay any loans payable to us and our affiliates, if applicable, in full.

Your Loan Start Date will be the earlier of your Open Date or six months from your Contract Date. Interest will begin accruing on your Loan Start Date. We currently charge an interest rate of 10% per annum.

If we agree to finance a portion of the Initial Franchise Fee, you must sign a promissory note when you sign the Franchise Agreement. An example of our promissory note is attached as Addendum J to the Franchise Agreement. You must pay us the down payment when you sign the Franchise Agreement and pay the balance in monthly installments.

You must make note payments to us by ACH. Some banks and other financial institutions may charge a fee for electronic transfers but these electronic transfer fees are often negotiable. Monthly payments will begin no later than six months from your Franchise Agreement's Contract Date, regardless of when you complete training or open your business. The length of the repayment term is 60 months.

We require a security interest in the franchise. You must sign a security agreement, substantially in the form included in the promissory note attached as Addendum K to the Franchise Agreement, on all your assets, including after acquired property and we will file a UCC financing statement with the appropriate governmental authority. We have the right to require additional forms of security.

You may prepay the note at any time without penalty. If you default, we may declare the entire remaining amount due. If you do not pay us the entire balance, and any accrued, unpaid interest, you may be responsible for the court costs and attorneys' fees we incur in collecting the debt from you. We may terminate your Franchise Agreement if you do not pay us.

You must waive your rights to certain notices of a collection action in our promissory note, security agreement and guaranty but there are no waivers of defense in our promissory note, security agreement or guaranty. If you are a legal entity, your shareholders, members, partners and/or owners must personally guarantee the debt and agree to pay the entire debt and all collection costs. We have the right to require a spouse's personal guaranty.

We may sell, assign or discount any promissory note or other obligation arising out of the Franchise Agreement to a third-party. If we sell or assign your promissory note, it will not affect our obligation to provide the services to you that are described in the Franchise Agreement but the third party may be immune under the law to any defenses to payment you may have against us.

We may periodically agree with third-party lenders to make financing available to our qualified franchisees and we may, at our sole discretion, refer you to a third-party lender for financing. We have no control over whether financing will be offered to you by any third-party lender. The lender is not obligated to provide financing to you or to any other franchisee that the lender finds does not meet its credit requirements and loan criteria. If we refer you to a third-party lender for financing, we may agree to take a short-term promissory note (in a form we provide to you) until your financing is arranged. You must use the proceeds from the lender to pay any promissory note to us.

We do not guarantee your obligations to third parties.

We may, in limited circumstances, agree to finance a portion of any expansion fee for qualified franchisees at an 10% interest rate under specified terms and conditions. Our decision to finance an expansion fee may be based, in part, on your credit-worthiness, the collateral you have available to secure the financing and our then-current financing policies.

ITEM 11

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

Except as listed below, ComForCare is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your business, we will:

1. Designate your Protected Territory (Section 1 and Addendum B of the Franchise Agreement). You may request specific areas, but we have ultimate decision-making authority over the territory granted in the Protected Territory. Your Protected Territory will be agreed upon with you prior to signing the Franchise Agreement.
2. Provide limited input regarding your office location. We do not select your office location, but do provide recommendations as to its size, layout, and key lease terms. Your office must be centrally located within your territory. (Sections 4 and 5 of the Franchise Agreement)
3. Provide you with the requirements you must fulfill before attending the initial training program. (Section 5 of the Franchise Agreement)
4. Provide a Training Program for up to 2 people as described further below (Also, please see Section 5, Franchise Agreement).

Time to Open

You must begin operation of your Franchised Business within the time frame specified in Section 5 of your Franchise Agreement ("Open Date").

IF YOUR STATE DOES NOT REQUIRE A HOME CARE LICENSE

We will deem your Open Date the earlier of:

- 30 days after successful completion of Phase Two Training; or
- The commencement of any revenue generating activities;
- 120 days from the Contract Date of your Franchise Agreement.

IF YOUR STATE REQUIRES A HOME CARE LICENSE

- You must submit your home care license application within 45 days of your Contract Date of the Franchise Agreement. If you fail to submit your home care license application timely, your Open Date, for the purpose of the payment of any fees and related obligations you may have under this Agreement, will be deemed the earlier of:
    - 30 days after successful completion of Phase Two Training;
    - The commencement of any revenue generating activities; or
    - 120 days from your Contract Date.
- If you submit your home care license application within 45 days of your Contract Date, your Open Date will be deemed the earlier of:
    - 30 days after successful completion of Phase Two Training;
    - 30 days after the receipt of your home care license; or
    - The commencement of any revenue generating activities.

- Regardless of the occurrence of these events, you will be deemed open for the purpose of the payment of any fees and related obligations you may have under this Agreement no later than 270 days from the Contract Date.

If you fail to locate a site or open your business by the time frames outlined above, we may grant you an extension, require you to repeat Phase Two Training, or terminate your Franchise Agreement. The factors that affect this timing are obtaining and outfitting a suitable office, proper filing of state forms for a new business, obtaining state licensure, if required, obtaining insurance, proper financing, and completion of the Training Program.

If you are converting an existing business to a Conversion Franchise your Opening Date is the earlier of (a) 90 days from the Contract Date of your Franchise Agreement and Conversion Addendum; or (b) the date your ComForCare website is live to the public. We estimate that the typical Opening Date is 30-90 days after signing the Franchise Agreement and Conversion Addendum. You must convert the signage and other identification of the Conversion Franchised Business prior to the Opening Date.

We currently do not require that you purchase or lease from us or our affiliates, any other goods, services or supplies, for the establishment or operation of the Franchised Business and we do not provide equipment, signs supplies or other office materials. However, you may not have access to any discounted pricing we negotiation if you choose not to utilize our designated or approved suppliers.

Obligations After Opening

During the operation of your Franchised Business we:

1. Will provide you access to the Manuals.
2. Will conduct additional training, at our discretion, that you are required to attend. (Section 4, Franchise Agreement)
3. Will conduct numerous telephone conversations to discuss your operational experiences and assist you with any questions you may have.
4. Will spend between 32 and 40 hours (may be noncontiguous) in your Protected Territory to review your operational experiences and assist you and train you while answering any questions you may have (Section 4, Franchise Agreement). If you initially purchase more than one Franchised Business, we are only obligated to spend 32-40 hours at your main office, not each territory office. If you cancel a scheduled visit, this cancellation will count towards 8 of the 32-40 hours. In addition, if you cancel a visit after we have incurred expenses (e.g., booked flights or accommodations) and we are unable to obtain refunds, we will invoice you for these lost costs. If you currently own a ComForCare Home Care Franchise, the purchase of an additional territory does not include the operational office visit referred to above.
5. Will research and develop new marketing procedures, as deemed necessary, and communicate this information to you.

Advertising

The Fund

We have created a national advertising fund (the "Fund") and require you to pay the National Advertising Fees as indicated in Item 6. The Fund, all contributions thereto, and any earnings thereon, will be used to meet any and all costs of maintaining, administering, directing, conducting, and developing the preparation of advertising, marketing, public relations, and/or promotional programs and materials in various media including: the salaries and benefits for those internal persons in charge of administering and overseeing the Fund; employing advertising and/or public relations agencies to assist with research, brand positioning,

recruitment efforts, creative concepting, production and media planning, photo and video shoots as well as outside resource expenses such as third-party copywriting professionals; conducting and administering promotions including the purchasing of promotional items and other marketing materials and services to the businesses operating under the System; websites, websites hosting, website optimization (ongoing onsite overall SEO, not local) and social networking or media; market research and development of new products and services; and supporting authorized marketing cooperatives formed by franchisees in the same market area; and any other activities we believe will increase brand awareness, increase lead generations, and benefit the System.

We will direct all advertising and promotional programs, with sole discretion over the creative concepts, materials, and media used in such programs, and the placement and allocation thereof. You agree and acknowledge that the Fund's objectives are to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System; and that we are not obligated, in administering the Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee or geographic region benefits directly or pro rata from the advertising or promotion conducted under the Fund.

We will not use the Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement indicating "franchises available" or similar phrasing.

The Fund is not a trust fund, and we do not have any fiduciary duty to you with respect to the Fund's administration, activities, or expenditures. We are not obligated to make expenditures from the Fund that are equivalent or proportionate to your contribution, or to ensure that you or any other particular franchisee or geographic region benefit directly or pro rata from the advertising or promotion that we conduct under the Fund. We are also not required to spend any amount on advertising in the area or territory where you are located. (Please see Sections 3 & 11 of the Franchise Agreement for additional information.)

We have established a Marketing Advisory Council ("MAC") with representatives from a group of franchisees and ComForCare management personnel. The MAC serves in an advisory capacity and does not have the authority to establish or modify the policies of ComForCare. The MAC will have input into formulating advertising and marketing plans, programs and policies that affect franchisees. The MAC will initially have four franchisee members and four management members. As the system grows, the MAC will have the authority to expand the representation. The MAC may be dissolved at any time by ComForCare by issuing notice to all members of the MAC and the MAC will determine the proper method for handling any remaining balances in the Fund.

During our fiscal year ending December 31, 2022, the ComForCare National Marketing Fees fund balance was $2,223,594, the ComForCare Canada National Marketing Fees was $178,373, and the At Your Side Home Care National Marketing Fees fund balance was $305,321. Of this, we spent $2,171,805. These monies were paid to our marketing firm that provides strategic guidance and creative execution to ComForCare through research, brand positioning exercises, developed media plans, design work, social media, email, and other similarly related marketing support services. All remaining monies in the Fund is maintained in a dedicated ComForCare specific bank account for use in current and future advertising and marketing activities (Please see Sections 3 & 11 of the Franchise Agreement for additional information.)
An unaudited statement of the operations of the Fund, as shown on the book of the Fund, will be prepared annually by us. Upon thirty (30) days of a written request by you, we will provide you an unaudited statement of the expenditures from the account.

Local Marketing

You must spend, on a monthly basis, at least two (2%) percent of your gross sales on local marketing activities. We do not require you to join or participate in any local or regional advertising cooperatives. To that end, we have developed advertising and communications materials that you may use in your marketing program. We will also continue to test and develop, through active franchisees, new advertising techniques and tools for you to use in your market (Section 6 & 11 of the Franchise Agreement).

At your own expense, you may develop advertising materials for use in your local market. However, you may not use any unapproved advertising materials until the corporate marketing department has approved them. In order to obtain approval, you must submit true copies of any proposed advertising materials to our marketing department. Thereafter, unless we approve them within 30 days of submission, such submissions will be deemed unapproved and you may not use them.

Caregiver Recruiting

You understand that an essential factor in the growth of your Franchised Business is your caregiver recruiting efforts. Therefore, we recommend you spend at least $750 a month on your caregiver recruiting efforts. Guidance on specific caregiver recruiting activities, strategies, and tactics can be found in the most current CaregiverFirst™ manuals.

Computer Systems

You are required, at your expense, to purchase or lease, and thereafter maintain and use, only such computer(s), hardware (including, without limitation, laptops), software (including, without limitation, client-caregiver management software), firmware, web technologies or applications, required dedicated internet access and power lines, modem(s), printer(s), and other related accessories or peripheral equipment, and methods of operation, as we specify in the Manual or otherwise in writing (collectively the "Computer System"). The Computer System will have the capacity to electronically exchange information, messages, and other data with other computers, by such means (including, but not limited to, the Internet), and using such protocols as we may reasonably prescribe in the Manual or otherwise in writing. You will keep your Computer System in good maintenance and repair and, at your expense, promptly make any and all additions, changes, modifications, substitutions, and/or replacements to your Computer System as we direct. You will pay any and all, annual, monthly or otherwise, software fees, or other fees, as required by our approved suppliers (or us) in order to maintain your Computer System. You acknowledge and agree that we, as well as our suppliers, have the right to increase or decrease the software fees at any time, in their sole discretion, upon written notice to you and we will have independent access to the data generated and stored in our systems. You further acknowledge and agree that we reserve the right to change our approved suppliers, including any software suppliers, at any time and at our sole discretion. You may not alter your Computer System, or use alternative software or suppliers of technology, without our prior written approval. If you are in default of any obligations under this Franchise Agreement, we may, in addition to any other remedy under this Franchise Agreement, temporarily inhibit your access to all or part of the Computer System, including client-caregiver management software, until you have cured such default completely. Computer systems are vulnerable to varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, data related problems and attacks by hackers and other unauthorized intruders ("E-Problems"). We have taken reasonable steps so E-Problems will not materially affect our business. We do not guarantee that information or communication systems we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify your suppliers, lenders, landlords, customers, and governmental agencies on which you rely, have reasonable protection from E-

Problems. This may include trying to secure your Computer Systems (including firewalls, password protection, and anti-virus systems), and to provide backup systems.

Website and Internet

We have the right, but not the obligation, to establish and maintain a website to promote the Proprietary Marks and/or the System (the "Website"): (i) we will have sole control over all aspects of the Website, and can discontinue operation of the Website at any time without notice to you; (ii) unless you obtain our prior written consent, you are prohibited from establishing or maintaining a separate website or otherwise maintaining another presence on the Internet through any social networking site in connection with the operation of the Franchise Business; (iii) we have the right to modify or supplement our policies regarding social media and Internet use at any time in writing, whether as part of the Manuals, or otherwise.

If you are in default of any obligations under the Franchise Agreement, we may, in addition to our other remedies, temporarily remove reference to your Franchised Business from the Website, and/or discontinue your access to ComForInfo.com, until such defaults are cured to our satisfaction. We may, at our option, discontinue, replace, and/or modify the Website and/or ComForInfo.com at any time and at our sole discretion. Nothing in this Section will limit our right to maintain websites other than the Website, or to maintain other portals other than ComForInfo.com.

Unless otherwise authorized by us, you will only use an e-mail address, related to or associated with the operation of your Franchised Business, which is a part of the "comforcare.com" Internet domain name or other domain as authorized by the Manual.

Information Security System Requirements

We expressly reserve the right to implement further policies or guidelines regarding information security including, but not limited to: risk management protocols, email encryption standards, document retention policies, PCI compliance and the use of third-party security advisors and their security systems/products. You understand that either us, or our approved third-party information security system providers, may charge you both initial and ongoing fees for the creation, implementation and maintenance of any information security system we, at our sole discretion, deem necessary.

Accounting System

You will use and maintain, at your expense, a specific system and/or process of accounting ("Accounting System"). The Accounting System may involve, at our discretion, third-party subscription fees, the purchase of software and updates, storing and/or transferring information electronically, and your active and continual participation in entering data and information needed to ensure the accuracy of the Accounting System. We and our selected third-party vendors, at all times, have the right to access the information and data related to the Accounting System. We also, at all times, have the right to modify, change, or replace the Accounting System, at which time you will be required to, at your expense, comply with such modification, change, or replacement.

Table of Contents of our Manuals

We disseminate our Manuals electronically. Therefore, the following number of pages per chapter is just an approximation of the actual size of the information provided.

Topic	Chapter	Approx. Number of Pages
The ComForCare Story & Brand	1	6
The Franchise Relationships	2	34
Operational Brand Standards	3	12
Continuum of Care	4	20
Staffing & Scheduling	5	17
Our Care Process	6	14
Best Practices	7	7
Relationship Based Sales	8	1
Administration	9	11
Competitive Analysis Workbook	N/A	15

Training Program

Our Training Program has four phases and takes approximately six to eight weeks to complete. Phase One Training takes approximately two to three weeks to complete and occurs in your Approved Location/Protected Territory via a mix of self-study, eLearning, and Virtual Classes. Phase Two Training takes approximately two weeks to complete and occurs at our Corporate Headquarters in Troy, Michigan and/or via a mix of eLearning and Virtual Classes within your Approved Location/Protected Territory. Phase Three Training takes approximately 2.5 weeks to complete and occurs in your Approved Location/Protected Territory via a mix of self-study, eLearning, and Virtual Classes. Phase Four Training occurs in your Approved Location/Protected Territory via a mix of in-person training (if allowed), eLearning, and Virtual Classes after you have opened your Franchised Business. We reserve the right to modify the Training Program or the frequency of training, at any time.

You must pay all travel and lodging expenses incurred by you or your other approved attendees in connection with any training conducted at our Corporate Headquarters.

Our training program is conducted under the supervision of Rebecca Bouchard, our Vice President of Operations, and Tiffany Robinson, our training and support coordinator. Rebecca has worked for us for over 21 years. Tiffany has worked for us as a training and support manager for over 15 years.

PHASE ONE TRAINING

Phase One Training begins once you have signed your Franchise Agreement and is estimated to take two to three weeks to complete. Phase One Training occurs at your Approved Location or within your Protected Territory and is comprised of self-study, eLearning, and Virtual Classes and must be completed before attending Phase Two Training at our office.

PHASE ONE TRAINING			
SUBJECT	**HOURS OF SELF STUDY**	**HOURS OF INTERACTIVE TRAINING**	**LOCATION**
The Brand	5	N/A	Approved Location/ Protected Territory
Relationship-Based Sales	5	N/A	Approved Location/ Protected Territory

PHASE ONE TRAINING			
DementiaWise®	6.5	N/A	Approved Location/ Protected Territory
Complete AA Certification	1	N/A	Approved Location/ Protected Territory
Complete Competitive Analysis	3	N/A	Approved Location/ Protected Territory
Review ComForInfo	4	N/A	Approved Location/ Protected Territory
Complete JM	.5	N/A	Approved Location/ Protected Territory
Sexual Harassment Training	1	N/A	Approved Location/ Protected Territory
Intro to Home Care	1	N/A	Approved Location/ Protected Territory
Recruiter Academy	9	N/A	Approved Location/ Protected Territory
Customer Service	.5	N/A	Approved Location/ Protected Territory
Quickbooks Training	3	N/A	Approved Location/ Protected Territory
Safety In the Home	1.5	N/A	Approved Location/ Protected Territory
Understanding the Policy Manual	4	N/A	Approved Location/ Protected Territory
Local Marketing Plan	1	N/A	Approved Location/ Protected Territory
Understanding Google Workspace	3	N/A	Approved Location/ Protected Territory
Complete Supervisor Courses	2	N/A	Approved Location/ Protected Territory
Totals	**51**		

In addition to the above training modules, you are expected to accomplish a number of tasks prior to attending Phase Two training at our corporate headquarters. Those tasks include, but are not limited to: identifying a commercial office for your Franchise Business, applying for liability and workers compensation insurance, beginning your home care licensure application (if applicable) and identifying your local marketing zones.

PHASE TWO TRAINING

You, the owner, must attend all of Phase Two Training. In addition, you are required to send either your marketing professional (if not you) and your administrative professional (if not you) to, at least, the Phase Two Training days pertinent to their role. We typically conduct the Phase Two Training monthly, or as needed, to meet the collective needs of new franchisees. You may not attend Phase Two Training until you have completed Phase One Training (to our sole satisfaction) and have been explicitly invited to attend

Phase Two Training occurs at our Corporate Headquarters however we expressly reserve the right to conduct this training remotely via a mix of eLearning and Virtual Classes. The Initial Franchise Fee includes the cost of the Phase Two Training for two people in our corporate headquarters.

The Phase Two Training Program lasts approximately 10 business days and must be completed to our satisfaction. Currently, Phase Two Training occurs in two back-to-back calendar weeks but we reserve the right to alter that schedule so that the Phase Two Training weeks may not be contiguous. We may require you to continue training for a longer period of time (up to 10 days). You are responsible for paying all travel costs and expenses of lodging, transportation and meals incurred by yourself, your trainees, or attendees in connection with Phase Two Training. See Item 6 for information about charges for training additional, or subsequent, attendees that need to be trained.

If you are located in a state that requires home care licensure, you should plan on attending the Phase Two Training no earlier than two months prior to your expected licensure date.

PHASE TWO TRAINING – CLASSROOM TRAINING – WEEK 1			
SUBJECT	**HOURS OF INTERACTIVE TRAINING**	**HOURS OF FIELD TRAINING**	**LOCATION**
Administrative Training - CFC Culture, Mission, Vision, Values	1	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Administrative Training - Vendors & National Accounts	1	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Clinical Training – Intro to Home Care, PDN Services	.5	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Administrative Training - Compliance/QAPI Program	1.5	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Administrative Training - LMS Review	.5	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Administrative Training - Mystery Calls, NA Pricing Sheet, Bill/Pay Strategy	.5	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Administrative Training- Legal Review	2	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory

PHASE TWO TRAINING – CLASSROOM TRAINING – WEEK 1			
Administrative Training- ATS & Text Review	2	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Administrative Training – CaregiverFirst™	2	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Administrative Training – Office Set-up Review	1	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Clinical Training- Plan of Care/Client Admission	1.5	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Clinical Training – RN Recruitment Tips	2	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Administrative Training- G-Suite Review	2.5	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Client Training – Client Intake & Admissions	2	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Administrative Training - Operating System Part 1	7	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Totals	**25.5**		

PHASE TWO TRAINING – CLASSROOM TRAINING – WEEK 2			
SUBJECT	**HOURS OF INTERACTIVE TRAINING**	**HOURS OF FIELD TRAINING**	**LOCATION**
Marketing Training- Elevator Speeches	2	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory

PHASE TWO TRAINING – CLASSROOM TRAINING – WEEK 2			
Marketing Training - Sales 101	8	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Marketing Training- Business Plan	2	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Marketing Training: Special Programs (DW, JM, Gaitway)	3	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Marketing Training: Retirement Community Opportunities	1	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Marketing Training - Marketing 101	2	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Administrative Training- Operating System Part 2	7.5	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Administrative Training - Finance 101	2	N/A	Corporate Headquarters and/or Remote/Online within the Approved Location/Protected Territory
Totals	**27.5**		

PHASE THREE TRAINING

Phase Three Training begins once you have completed Phase Two Training, takes approximately 2.5 weeks to complete, and occurs in your Approved Location/Protected Territory via a mix of self-study, eLearning, and Virtual Classes. The Phase Three Training must be completed to our satisfaction prior to you opening your Franchise Business.

You are responsible for any fees to complete the tasks/assignments associated with Phase Three Training.

You must commence operation of the Franchise within 30 days after successful completion of the Phase Three Training unless: a) otherwise specified in the Franchise Agreement, or b) your state requires that your Franchised Business obtain a home care license, companion care license and/or accreditation (this process slows your ability to conduct business). If your state requires such licensure and/or accreditation, you must commence operation of the Franchise Business within 30 days of obtaining said license and/or accreditation.

The Phase Four field visit will not be scheduled until the Phase Three tasks are completed.

PHASE THREE TRAINING			
SUBJECT	**HOURS OF INTERACTIVE TRAINING**	**HOURS OF FIELD TRAINING**	**LOCATION**
Finance 201	2	N/A	Approved Location/ Protected Territory
Marketing 201	3	N/A	Approved Location/ Protected Territory
Sales 201	4	N/A	Approved Location/ Protected Territory
Technology 201	3	N/A	Approved Location/ Protected Territory
Client Management Software Training	10	N/A	Approved Location/ Protected Territory
Complete Competitive Analysis	2.5	N/A	Approved Location/ Protected Territory
Finalize Business Plan	2	N/A	Approved Location/ Protected Territory
Complete Initial Training Plan	5	N/A	Approved Location/ Protected Territory
Leadership Training	1.5	N/A	Approved Location/ Protected Territory
Totals	**33**		

In addition to the above training modules, you are expected to accomplish several tasks prior to attending commencing the operation of your business. Those tasks include, but are not limited to: finalizing your commercial lease and the outfitting of your office, obtaining your insurances, obtaining your home care licenses (if applicable), researching your local wage and hour regulation and aligning any forms with those regulations, and begin recruiting caregivers.

PHASE FOUR TRAINING

Phase Four Training occurs after you have opened your Franchised Business, consists of 28-40 hours of additional training, at our expense, and occurs in your Approved Location/Protected Territory via a mix of in-person training (if allowed), eLearning, and Virtual Classes. The 28-40 hours may not be contiguous. If you cancel a scheduled visit, this cancelled visit will count toward 8 of the 28-40 hours.

You will not be eligible for a Phase Four field visit until you have: (i) received (and provided a copy) of your state license; if applicable; and (ii) the proper administrative staff in place as required under Item 15, Obligation to Participate in the Actual Operation of the Franchise Business.

PHASE FOUR TRAINING

PHASE FOUR TRAINING			
SUBJECT	**HOURS OF INTERACTIVE TRAINING**	**HOURS OF FIELD TRAINING**	**LOCATION**
Administrative Operations Review and Instruction	0	8-10	Approved Location/ Protected Territory
Clinical and Compliance Operations Review and Instruction	0	4-10	Approved Location/ Protected Territory
Sales and Marketing Review and Instruction	0	16-20	Approved Location/ Protected Territory
Totals	**0**	**28-40**	

You can request additional on-site assistance at any time. We will provide it at our option, but the Franchise Agreement does not require us to provide it.

PHASE FOUR TRAINING – MULTIPLE UNIT FRANCHISED BUSINESSES

In addition to the Phase Four Training listed above, multiple-unit Franchised Businesses will also receive additional 8-16 hours of field visits at our expense in your Approved Location/Protected Territory. This additional 8-16-hour field visit may not be contiguous and if you cancel a scheduled visit, this cancelled visit will count toward 4 of the 8-16 hours.

You will not be eligible for this additional 8-16-hour Phase Four field visit until you have: (i) opened your second Franchised Business; and (ii) the proper additional staff in place as required under Item 15, Obligation to Participate in the Actual Operation of the Franchise Business.

PRIVATE DUTY NURSING TRAINING

As of the date of this Disclosure Document, we are not able to state or estimate the location, duration, or frequency of Private Duty Nursing training courses, as these courses vary depending on your needs and the needs of our other ComForCare franchisees at the time the training is offered. However, we currently anticipate that our Private Duty Nursing training program will require two to three business days in order to complete and is comprised of the following topics: Your Path to PDN, Financial Operations of a PDN Office, Recruiting, Marketing PDN Services, PDN Client Intake and Management, and Clinical Procedures

You are responsible for paying for all of you and your employee's travel costs and expenses of lodging, transportation, and meals, as well as employee's compensation, while attending this, or any other training program.

Rise-Up Meetings

If so offered, during your first six months of operation, you will be expected to attend our remotely held bi-weekly new owner "Rise-Up" meetings. The purpose of these meetings is to help you set the stage to grow your business quickly and efficiently along with developing a sense of accountability amongst your peers.

ITEM 12

TERRITORY

The Franchise Agreement designates the Approved Location for the Franchised Business. If no Approved Location exists at the time you sign the Franchise Agreement, as is typically the case, we will describe the Approved Location in an amendment to the Franchise Agreement after you select and we approve the Approved Location. You may not relocate your office without our express written consent, not to be unreasonably withheld. Any relocation is at your sole expense.

Territory

You will receive the right to operate your Franchised Business in a specific geographic area ("Protected Territory") with a population of between 25,000 and 35,000 people over the age of 65. Your Protected Territory will be defined by reference to specified U.S. Postal Service ZIP codes that will be described in Addendum B of the Franchise Agreement. ZIP codes are a system of postal codes used by the United States Postal Service ("USPS") and are changed by the USPS from time to time. The map of your Protected Territory will be for illustrative purposes only and will illustrate the ZIP codes as they exist in your Protected Territory on the date that you sign your Franchise Agreement. Changes by the USPS will affect the ZIP code and area that make up your Protected Territory. For example, if the USPS moves certain addresses from a ZIP code in your Protected Territory into a ZIP code in another franchisee's area or into an unassigned area, those addresses will no longer be part of your Protected Territory. However, we will work with you to minimize the impact of such a change. We determine Protected Territory populations using GbBis mapping application, and population statistics/estimates are updated every 6 months as released by the United States Census Bureau. Statistics for housing units, facilities, et.al., are updated on an annual basis. More information regarding GbBis can be found at www.gbbis.com.

Your Protected Territory is protected only to the extent that we will not locate another franchise or company-owned location within its geography and to the extent that we will not facilitate Approved Services under the Mark "ComForCare Home Care" for clients who live within your Protected Territory. You will not receive an exclusive territory. You may face competition from other franchises, from outlets that we own, or from other channels of distribution or competitive brands that we control. You may not sell products or services from any location other than at or from within your Protected Territory and may not sell products or services identified by the ComForCare trademarks through any other channels of distribution, including the Internet (or any other existing or future form of electronic commerce). Except as expressly provided in the Franchise Agreement or Manual, you will concentrate all Franchised Business advertising and solicitation within the Protected Territory.

We reserve the right to: (i) offer and sell products and services similar to those provided by you via alternative channels of distribution, including the Internet and other channels of e-commerce; (ii) establish and operate, and license others, the right to establish and operate, businesses using the Proprietary Marks and System at any location outside of your territory; (iii) establish and operate, and grant others the right to establish and operate, businesses that offer similar products to those offered by us under any other mark other than the Proprietary Marks at any location; (iv) acquire, or be acquired by, any company, including a company operating one or more businesses offering products or services similar to those offered by us, in any location; and (v) use the Proprietary Marks and System, and license others to use the Proprietary Marks and System, to engage in any other activities not expressly prohibited by the Franchise Agreement.

We are not required to pay you any compensation if we exercise any of these rights.

You are prohibited from soliciting or providing Approved Services to customers outside your Protected Territory, except as authorized. Approved Services may only be provided within another franchise owner's Protected Territory if that franchise owner has granted you permission, in writing, to care or service the specific customer. You may be authorized by us in the Manual or written communication to provide Approved Services outside of your Protected Territory if that area is not included in another franchise owner's Protected Territory. You may enter into cooperative marketing agreements, and sales activities with other franchise owners in your, or their, area.

National Accounts

We, and our affiliates, have the right to enter into agreements with National Accounts, both inside and outside the Protected Territory. A "National Account" is a referral source that offers - on a local, statewide, national or regional basis - the opportunity for Franchisees in the applicable geographic area to provide any Approved Services and/or Approved Products to the referral source's members, affiliates, or, however designated, other persons who have a similar relationship with that referral source. In addition, we may remove you from participating in the National Accounts program if you are in default of your Franchise Agreement or any other agreement with us or you are not qualified to provide the services requested by the National Account(s). Thereafter we may: (i) provide the services requested by the National Account(s) inside the Protected Territory, or (ii) contract with a third-party, which may be another ComForCare franchisee, to provide the services requested by the National Account(s) inside the Protected Territory. We are not required to pay you any consideration or compensation if we or a third-party provide services to a National Account(s) inside your Protected Territory.

Minimum Performance Requirements

To maintain the exclusivity of your area and retain your business, Franchisees must attain and maintain, at the minimum the following billable hours:

FRANCHISE MINIMUM BILLABLE HOURS	
TIME PERIOD	**YOU MUST ACHIEVE AND MAINTAIN AT LEAST...**
Open Date through the 12th Month of Operation	250 bi-weekly billable hours
13th Month of Operation through the 24th Month of Operation	500 bi-weekly billable hours
25th Month of Operation through the 36th Month of Operation	750 bi-weekly billable hours
37th Month of Operation through the 48th Month of Operation	1000 bi-weekly billable hours
49th Month of Operation through the 60th Month of Operation	1250 bi-weekly billable hours
61st Month of Operation through the Remaining Term	1500 bi-weekly billable hours

For any renewal term, you must attain and maintain the highest gross minimum sales indicated above for the operation of the Franchised Business by the first month of the renewal term.

The Minimum Performance Requirements for a Resale or Conversion Franchisee is determined at the time of the conversion.

If you choose to convert your existing home care business to a Conversion Franchised Business, your Protected Territory may have more or less population than as stated above depending on factors that include the location of your Conversion Franchised Business, our Protected Territory criteria, and your current trade area. Your Protected Territory will be defined in the Franchise Agreement after our completion of a review of your prior business operations.

If you are converting an existing business to a Conversion Franchised Business and have clients outside the Protected Territory, you may, as determined by us based on facts and circumstances, be prohibited from continuing to provide services to such clients if such clients are receiving such services in another franchisee's Protected Territory.

We reserve the right to define "Contract Date" as the shorter of 30 days from completion of your training or the date you received your state license (if applicable).

Your failure to meet these Minimum Performance Requirements constitutes a material default under your Franchise Agreement, permitting us to terminate your franchise, refuse to enter into a renewal agreement with you, reduce the size of your Protected Territory, or terminate your territorial rights. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The designated levels of minimum billable hours do not imply that you will achieve these amounts or any other amounts within any certain time frame.

ITEM 13

TRADEMARKS

We are the owner of exclusive registered trademark rights with the United States Patent and Trademark Office ("USPTO") as well as common law rights, in the ComForCare Senior Services name and logo, the ComForCare Home Care CFC name and logo and other marks identified in the chart below. We grant you a limited, non-exclusive license to operate your business under the name "ComForCare Senior Services" and "ComForCare Home Care CFC".

We are the lawful and sole owner of the domain name www.comforcare.com (and others): (i) we retain the sole right to advertise on the Internet and to create, use or discontinue using a website containing the Proprietary Marks; and (ii) You, unless authorized in writing, are forbidden from linking or framing our website, conducting any business or offering to sell or advertise any products or services on the Internet, or creating or registering any Internet domain name in connection with your franchise.

The following table shows the status of federal trademark registrations and applications for federal registration on the Principal Register with the United States Patent and Trademark Office ("USPTO") for registrations of these Proprietary Marks licensed to you.

MARK	FILING DATE	RENEWAL DATE	SERIAL NUMBER	REGISTRATION NUMBER/DATE	STATUS
ComForcare	08/20/04	12/26/26	76608888	3188481 12/26/06	Registered on the Principal Register

MARK	FILING DATE	RENEWAL DATE	SERIAL NUMBER	REGISTRATION NUMBER/DATE	STATUS
ComForCare Home Care	01/05/15	12/22/25	86495145	4873082 12/22/15	Registered on the Principal Register
DementiaWise	04/09/14	11/11/24	86246658	4637021 11/11/14	Registered on the Principal Register
	12/28/05	04/24/27	78781504	3235361 04/24/07	Registered on the Principal Register
	12/04/14	12/01/25	86470913	4862144 12/01/15	Registered on the Principal Register
	03/12/15	08/16/26	86561775	5023396 08/16/16	Registered on the Principal Register
Joyful Memories	04/29/15	07/12/26	86614064	4999628 07/12/16	Registered on the Principal Register
Comforcare	04/20/19	12/24/25	88394695	5942317 12/24/19	Registered on the Principal Register
	12/18/00	09/23/23	76183403	2767365 09/23/03	Registered on the Principal Register
Comforcare Senior Services	03/05/03	10/19/24	76496102	2894388 10/19/04	Registered on the Principal Register
CaregiverFirst	11/14/19	07/28/26	88692390	6111892 07/28/20	Registered on the Principal Register
At Your Side	04/20/19	03/17/26	88394698	6011645 03/17/20	Registered on the Principal Register
Gaitway	07/16/20	01/19/27	90004257	6249419 01/19/21	Registered on the Principal Register

We may establish new Proprietary Marks in the future and you must use and display the Proprietary Marks according to our specifications. You must modify or discontinue use of a trademark or trade dress if we modify or discontinue using it. You will bear all costs associated with changes to the Proprietary Marks or introduction of new Proprietary Marks. You must follow our rules when you use these Proprietary Marks. You may not use the registered ComForCare name in the sale of an unauthorized product or service or in any manner we do not authorize in writing. You may not use any other Proprietary Mark, name, commercial symbol or logo in connection with the operation of your Franchised Business. We do not have a federal registration for our principal trademark. Therefore, the trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There is presently no effective determination of the U.S. Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of this state, or any state or federal court, of any pending infringement, opposition or cancellation proceeding or any pending material litigation involving the Proprietary Marks which is relevant to the use of the Proprietary Marks in accordance with the terms of the Franchise Agreement in this state, and no agreements exist which significantly limit in any manner material to you, the rights of ComForCare to use or license the use of Proprietary Marks, names, logos, or symbols.

If you are converting an existing business to a Conversion Franchised Business, you will use the Marks in the Conversion Franchised Business no later than the Opening Date.

You may not use the term "ComForCare" or "At Your Side" in your business entity's legal name. You must not contest, directly or indirectly, our use or, rights in and ownership of the Proprietary Marks, trade secrets or methods and procedures are a part of the System. You must not register, seek to register or contest our sole right to register, use and license others to use the Proprietary Marks, names, information, and symbols.

You must immediately notify us of the use of, or claim or rights to, a trademark identical to or confusingly similar to any Proprietary Marks, and we have sole discretion to take the action it deems appropriate. If it deems such action necessary and appropriate, although we are not required to do so, we will protect the right to use the Proprietary Marks and defend you against claims of infringement or unlawful competition arising out of the use of the Proprietary Marks. We have the right to control any administrative proceedings or litigation involving a trademark license to you by us.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently own any rights to any patent that is material to the Franchised Business, nor are there any pending patent applications material to the Franchised Business.

The information in the Manual, as well as certain other written materials developed by us to assist you in the operation of your Franchised Business, is proprietary, and is protected by copyright and other laws. The designs contained in the Proprietary Marks, the layout of our advertising materials, the content and format of our products, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. In addition, although we have not applied for copyright registration for some of our advertising materials, the content and format of our products, or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information (the "Works") for the operation of your Franchised Business, but such copyrights remain our sole property.

We have applied for and obtained a federal copyright registration for the following works (the "Works"):

NAME OF COPYRIGHTED MATERIAL	DURATION OF COPYRIGHTED MATERIAL	REGISTRATION NUMBER/DATE	DOES COMFORCARE INTEND TO RENEW
HealthManager User's Guide	95 Years	TXU-1-053-526 March 21, 2002	Yes
ComForCare Confidential Operational Manuals	95 Years	TXU-1-933-400 December 9, 2014	Yes
ComForCare TV Commercial – Defy Expectations	95 Years	PA-1-952-166 April 1, 2015	Yes
Special Care of Persons with Alzheimer's Disease and Related Disorders	95 years	TXU-2-031-777 October 26, 2016	Yes

There are no material determinations of the United States Patent and Trademark Office, the United States Copyright Office, or a court regarding the copyrighted items listed above.

You are prohibited from copying, or otherwise reproducing or making the Works available to any unauthorized person. Any software or Work provided to you, in whole or in part, must be returned to us if you materially breach the Franchise Agreement, or if the Franchise Agreement is terminated or expires.

You must not directly or indirectly contest our right to our claimed copyrights that are a part of the Franchised Business. You must notify us immediately if you learn about an infringement or challenge to our copyrighted Works. We will take the action we think is appropriate. We have the right to control any administrative proceedings or litigation involving a Work subject to copyright that is licensed to you by us. You must modify or discontinue use of a Work if we modify or discontinue using it. You will bear all costs associated with changes to Works or introduction of new Works. You must follow our rules when you use these Works.

Our Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, client lists, pricing, customer service, networking, concepts and systems on, knowledge of, and experience in the development, operation, and franchising of ComForCare Businesses, our training materials and techniques, information concerning product and service sales, operating results, financial performance and other financial data of ComForCare Businesses, and other related materials, are proprietary and confidential ("Confidential Information") and are our property, to be used by you only as described in the Franchise Agreement and the Manual. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Confidential Information and Trade Secrets.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your Franchised Business during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners, if you are a business entity, and employees, agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you are awarded a single Franchised Business, we require that you personally supervise the Franchise Business full-time, as well as employ:

- On a full-time basis, at least one other administrative or marketing employee. "Full-time" is defined as the expenditure of at least 35 hours of work per week, including vacation, sick leave, and other excused absences (a minimum of 70 hours weekly cumulatively between 2 individuals);

- On a part-time basis, a dedicated caregiver recruiter preferably with previous administrative experience. Thereafter, once you achieve 500 bi-weekly billable hours, this position must be full-time; and

- On a part-time contingent basis, a nurse for the purpose of providing clinical oversight to the agency's operations, training field caregivers, performing client assessments and supervisory visits, and for maintaining physician orders where physician orders are required to be maintained.

If you are awarded two Franchised Businesses, in addition to the staffing indicated above and prior to opening this second Franchised Business, you must employ:

- One additional full-time employee in a key management position (e.g., Director of Marketing, Director of Recruiting, Director of Clinical Services, Director of Operations, etc.); and

- On a full-time basis, a dedicated caregiver recruiter. You may elevate the caregiver recruiter outlined above to full-time status or hire an additional part-time dedicated caregiver recruiter.

If you are awarded any additional Franchised Businesses, you must employ for each additional Franchised Business:

- One additional full-time employee in a key management position.

At all times you must have full-time marketing and sales coverage in each territory you purchase.

Additional Requirements

You must have regular services available at least 8 hours a day, 5 days a week, and emergency services must be available 24 hours a day, 7 days a week. All services are to be provided according to the terms of a written contract and all personnel must be certified and/or licensed to conduct the services they may be conducting (if a certification and/or licensure is required). In some states, you may be required to employ a person with healthcare experience to manage the daily operations of your business and/or supervise clients and caregivers.

All of the owners of the Franchise must sign a personal guaranty in the form attached to the Franchise Agreement.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only products and services that we have expressly approved for sale in the Manual or otherwise in writing. You must discontinue selling and offering for sale any products or services that we disapprove in writing at any

time. You must not offer any unapproved products or services. You have the ability to set your own prices for products or services sold through your Franchised Business.

You may not solicit sales outside your Protected Territory (see Item 12 and Section 7 of the Franchise Agreement for more information on restrictions).

Except as described in the preceding paragraph, you are not restricted by the Franchise Agreement, or any of our practices or customs, regarding the products or services you offer for sale or to whom you may sell. You must comply with all reasonable requirements if we supplement, improve, or modify the System, including offering and selling new or different services and products that we specify. We have the right to change the types of authorized goods and services, and there are no limits on our right to make changes.

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTION IN FRANCHISE OR OTHER AGREEMENT**	**SUMMARY**
a. Length of the franchise term	Section 2	10 years
b. Renewal or extension of the term	Section 2	If you are in good standing and you meet other requirements, you may add one (1) successor renewal terms of 10 years. In addition, if you purchase your Franchised Business(es) under the Reduced Initial Fee Program, upon renewal, you may not switch your Royalty Fee to the then lower Standard Offering rate. Your renewal agreement, if so offered, will contain the fees associated with the then Reduced Initial Fee Offering Program.
c. Requirements for franchisee to renew or extend	Section 2	Renewal means the right to sign a new franchise agreement. Give timely written notice; not be in default; be current in debt obligations; execute our then-current franchise and any ancillary documents (this new franchise agreement may have materially different terms and conditions than your original Franchise Agreement); at our option, execute with us a mutual general release of claims; pay renewal fee. In addition, if you purchase your Franchised Business(es) under the Reduced Initial Fee Program, upon renewal, you may not switch your Royalty Fee to the then lower Standard Offering rate. Your renewal agreement, if so offered, will contain the fees associated with the then Reduced Initial Fee Offering Program.
d. Termination by franchisee	Not applicable	Not applicable
e. Termination by franchisor without cause	Not applicable	Not applicable

THE FRANCHISE RELATIONSHIP		
f. Termination by franchisor with cause	Section 15	We cannot terminate the Franchise Agreement without cause.
g. Cross-Default	Section 15 Addendum I – Multiple Unit Agreement	We may terminate your Franchise Agreement if any other franchise agreement or any other agreement between us or any of our Affiliates and you are terminated. Termination will be effective on the date that the other agreement is terminated unless we provide notice to you otherwise.
h. "Cause" defined – curable defaults	Section 15	You have 30 days to cure: nonpayment of fees, failure to obtain an office lease, failure to attend training, unauthorized use of Proprietary Marks, failure on three or more occasions in any 12 months to submit financial statements, reports or other data, and any other breach of the agreement not listed.
i. "Cause" defined – non-curable defaults	Section 15	Bankruptcy, unsettled judgments, loss or right to conduct business, loss of home care license (if applicable), abandonment of Franchised Business.
j. Franchisee's obligations on termination/nonrenewal	Section 16	Termination of the Franchise Agreement will require removal of identification, payments of amounts due and return of Manual, operating software and confidential information
k. Assignment of contract by franchisor	Section 14	No restrictions on our right to assign.
l. "Transfer" by franchisee – defined	Section 14	Includes transfer of contract or assets or ownership change
m. Franchisor approval of transfer by franchisee	Section 14	We have the right to approve all transfers but will not unreasonably withhold approval. However, if you purchase your Franchised Business(es) under the Reduced Initial Fee Program, upon transfer, the transferee may not switch their Royalty Fee to the then lower Standard Offering rate. The transferee's franchise agreement, if so offered, will contain the fees associated with the then Reduced Initial Fee Offering Program.
n. Conditions for franchisor approval of transfer	Section 14	New franchisee qualifies, business transfer fee paid, business transfer training reserve provided, purchase agreement approved, training arranged and current franchisee agreement signed by new franchisee. No transfer fee for transfer to immediate family member. However, if you purchase your Franchised Business(es) under the Reduced Initial Fee Program, upon transfer, the transferee may not switch their Royalty Fee to the then lower Standard Offering rate. The transferee's franchise agreement, if so offered, will contain the fees associated with the then Reduced Initial Fee Offering Program. In addition, you will begin paying any fees owed to us immediately upon the execution of this Agreement at the level and schedule as the transferring franchisee.

THE FRANCHISE RELATIONSHIP		
o. Franchisor's right of first refusal to acquire franchisee's business	Section 14	We can match any offer for the franchisee's business
p. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
q. Death or disability of franchisee	Section 14	Franchise must be assigned by estate to an approved buyer in twelve months
r. Non-competition covenants during the term of the franchise	Section 17 Addendum I – Multiple Unit Agreement	No involvement in competing business anywhere in US
s. Non-competition covenants after the franchise is terminated or expires	Section 17 Addendum I – Multiple Agreement	No competing business for two years within 75 miles of your location or within 75 miles of another ComForCare franchise
t. Modification of the agreement	Section 22	No modifications generally, except in writing. Manual may be modified. Only the terms of the franchise agreement and Disclosure Document are binding (subject to state law). Any representations or promises outside of the Disclosure Document or franchise agreement may not be enforceable.
u. Integration/merger clause	Section 20	Only the terms of the Franchise Agreement are binding (subject to federal law). Any other promises may not be enforceable, except as set forth in this Disclosure Document.
v. Dispute resolution by arbitration or mediation	Section 24	Except for certain claims, the parties must first mediate any dispute subject to applicable state law.
w. Choice of forum	Section 23	Michigan (subject to applicable state law)
x. Choice of law	Section 23	Michigan law applies (subject to applicable state law)

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

This Item 19 contains historical financial performance data as provided by certain ComForCare franchisees. The representations made in this Item 19 are based upon the franchise system's outlets existing for the period of time indicated below unless otherwise specifically excluded, as discussed below.

The financial performance information included in Tables A and B below reflect average gross sales of $1,107,989 and $1,545,502, respectively, and median gross sales of $744,731 and $1,050,630, respectively, of our franchisees that: (1) were open and in operation during the entire period of January 1, 2022 through December 31, 2022 (the "Measurement Period") and (2) have reported a minimum of 13 months of gross sales data (the "Included Franchisees"). We consider a franchisee to be "open and in operation" once they have completed their training and all assigned door opening tasks, and are able to provide, at least, unlicensed homemaker/companionship services within their protected area. "Gross Sales" is defined as the total revenue derived from the sales of goods or services less sales tax, discounts, allowances, and returns by an Included Franchisee. "Average" is defined as the sum of the Gross Sales of the Included Franchisees divided by the number of Included Franchisees in each operating category. "Median" means the amount that falls in the middle when all other amounts listed are arranged highest to lowest. In other words, one-half of the Included Franchisee's exceeded the median value below and one-half did not.

This financial performance representation does not include: (1) data for territories purchased and not yet opened by franchise owners. In some instances, the Included Franchisees have purchased more than one franchise territory and report franchise sales and royalty information as a single unit for all territories they own and/or operate out of one central office.

The financial performance information presented below has been extracted from royalty reports provided to us by the Franchisees. We have not audited this information, nor have we independently verified this information.

In addition, in conjunction with the services provided to seniors, the population size, density of seniors and number of people over the age of 65 in the protected areas for the franchise owners represented in Tables A and B below may not be similar to, or representative of, the protected area you may purchase.

TABLE A - GROSS SALES INFORMATION BY FRANCHISE TERRITORY OPERATING AT LEAST ONE FULL YEAR

Franchise Territory Time in Business	Total Territories	Average Territory's Gross Sales	Number/ Percent Attained or Exceeded Average		Median Territory's Gross Sales	Number/ Percent Attained or Exceeded Median		Highest And Second Highest Territory's Gross Sales	Lowest and Second Lowest Territory's Gross Sales
193+ months	35	$1,698,074	9	26%	$1,137,873	18	51%	$12,981,578	$13,425
145-192 months	42	$1,206,026	17	40%	$952,255	21	50%	$5,148,095	$1,459
97-144 months	35	$1,400,198	15	43%	$1,052,831	18	51%	$3,848,396	$124,876
73-96 months	25	$825,749	11	44%	$662,551	13	52%	$2,187,311	$109,792

TABLE A - GROSS SALES INFORMATION BY FRANCHISE TERRITORY OPERATING AT LEAST ONE FULL YEAR									
49-72 months	12	$788,986	5	42%	$498,412	6	50%	$1,737,307	$66,580
25-48 months	22	$58,7401	9	41%	$454,553	11	50%	$2,419,604	$19,803
13-24 months	17	$363,232	5	29%	$228,139	9	53%	$1,428,972	$22,466
Total / Average	188	$1,107,989	71	38%	$744,731	96	51%	n/a	n/a

Table A Notes:

(a) The total number of outlets in the system as of December 31, 2022 was 257, of which 188 are included in this Table A. The financial data in this Table A excludes 57 territories not open or open less than a year. In addition, it excludes the results of 5 franchisees who own 2 or more territories but report sales and royalty information combined. 1 franchisee owns 4 territories and 4 franchisees own 2 territories. The excluded franchisees attained gross sales of $7,407,324, $4,308,498, $1,826,462, $833,254, and $791,248 for the 12 months ended December 31, 2021.

(b) This table includes territories opened in each year from 1996 through December 31, 2021 with the distribution of start dates as follows: 2021 – 16, 2020 – 13, 2019 – 9, 2018 – 8, 2017 – 2, 2016 – 14, 2015 – 13, 2014 – 9, 2013 – 12, 2012 – 10, 2011 – 5, 2010 – 6, 2009 – 23, 2008 – 6, 2007 – 7, 2006 – 10, 2005 – 7, 2004 – 6, 2003 – 8, 2002 – 3 and 1996 – 1. We consider a territory open once they have completed their training, their assigned door opening tasks and are able to provide, at least, unlicensed homemaker/companionship services within their protected area.

TABLE B - GROSS SALES INFORMATION BY FRANCHISE OWNER (INCLUDING THOSE WITH MULTIPLE TERRITORIES) OPERATING AT LEAST ONE FULL YEAR								
Franchisee Owner's Time in Business	**Total Owners**	**Average Owner's Gross Sales**	**Number/ Percent Attained or Exceeded Average**		**Median Owner's Gross Sales**	**Number/ Percent Attained or Exceeded Median**		**Highest And Second Highest Owner's Gross Sales**	**Lowest and Second Lowest Owner's Gross Sales**
193+ months	38	$2,117,910	10	26%	$1,243,856	19	50%	$12,981,578	$13,425
145-192 months	32	$1,534,354	14	44%	$1,294,297	16	(50%)	$5,184,095	$315,528

TABLE B - GROSS SALES INFORMATION BY FRANCHISE OWNER (INCLUDING THOSE WITH MULTIPLE TERRITORIES) OPERATING AT LEAST ONE FULL YEAR									
97-144 months	30	$1,836,811	12	40%	$1,108,882	15	50%	$4,891,905	$295,894
73-96 months	17	$1,102,242	5	29%	$931,585	9	53%	$2,487,790	$232,754
49-72 months	9	$1,190,783	5	56%	$1,264,031	5	56%	$2,308,321	$219,080
25-48 months	12	$694,962	5	42%	$652,744	6	50%	$1,275,563	$309,095
13-24 months	7	$231,267	2	29%	$156,755	4	57%	$772,589	$22,466
Total / Average	145	$1,545,502	53	37%	$1,050,630	74	51%	n/a	n/a

Table B Notes:

(a) Table B provides the annual gross sales reported by the franchisees, and aggregates gross sales for owners with multiple territories, regardless of the number of territories owned by those individual owners and the number of physical offices from which those individual franchisees operate. As a result, the data represented in Table B may be more favorable than the data reported by franchise territory as represented in Table A above.

(b) For purposes of this Item 19, the definition of Gross Sales can be found in "Additional Notes" at the bottom of this Item 19.

(c) Of the 145 franchisees listed in Table B, 52 of the included franchisees own multiple territories. Of those 52 included franchisees owners that own multiple territories, 1 has 4 additional territories, 2 have 3 additional territories, 6 have 2 additional territories and 43 have 1 additional territory. The financial data in this table excludes 29 owners that were not open or open less than a full calendar year. This excludes 1 owner with 6 territories, 1 owner with 5 territories, 1 owner with 3 territories, 7 owners with 2 territories and 19 owners with 1 territory.

(d) For the included franchisees listed in this table that own multiple territories, we have grouped gross sales data for all of the territories they purchased under the oldest "Franchisee Owner's Time in Business" category.

(e) For the distribution of start dates, please see Table A; Note (c).

Systemwide Revenue by Source Percentage (%) - Table C

The information contained in the table below is historical, based on unaudited reporting by individual franchisees and may not be relied upon as a projection or forecast of what payer sources you may have in your Protected Area. The franchised offices that reported data for Table C below may not be the same as those reporting under Tables A & B. The data in Table C was generated from the owner's operational software.

TABLE C – 2022 SYSTEMWIDE REVENUE BY SOURCE %	
REVENUE SOURCE	**PERCENTAGE OF SYSTEMWIDE FROM SOURCE**
Private Pay (a)	51%
Medicaid/State Funded Programs (b)	25%
Insurance (c)	16%
Veterans Programs (d)	6%
Miscellaneous (e)	2%

Table C Notes:

(a) "Private Pay" means that the client care is paid from their own (or their family's) personal funds.

(b) "Medicaid/State Funded Programs" means that the client's care is paid in part, or in total, by government funded payor sources such as Area Agencies on Aging or managed care organizations.

(c) "Insurance" means that the client's care is paid in part, or in total, through long term care, automotive, or workers' compensation insurance policies. Insurance does not mean or include any sort of health care insurance.

(d) "Veterans' Programs" means that the client's care is paid in part, or in total, through programs offered by the US Department of Veterans Affairs.

(e) "Miscellaneous" means other revenue that a franchise business may obtain through such payor sources as personal response system providers.

Hours Billed and Client Data - Tables D & E

The information contained in the tables below is historical, based on unaudited reporting by individual franchisees. The franchised offices that reported data for Tables D & E below may not be the same as those reporting under Tables A, B, & C above and include the results from both Standard and Deluxe franchises. These are not the only metrics associated with the operation of your business. There is no assurance that your metrics will be comparable to our other franchisees. The data in Tables D & E below were generated from the owner's operational software and only includes offices that were open the entire 2022 calendar year.

TABLE D - HOURS BILLED BY FRANCHISE OWNER (INCLUDING THOSE WITH MULTIPLE TERRITORIES) - 2021 CALENDAR YEAR			
AVERAGE HOURS BILLED	**MEDIAN HOURS BILLED**	**HIGHEST HOURS BILLED**	**LOWEST HOURS BILLED**
45,999	31,821	234,605	989

Table D Notes:

(a) Offices with multiple territories were counted as one for the purpose of this Table.

(b) The "Average Hours Billed" is based on aggregating the number of total hours billed by the reviewed offices over the 2022 calendar year then dividing that number by the total respondents.

TABLE E - CLIENT DATA BY FRANCHISE OWNER (INCLUDING THOSE WITH MULTIPLE TERRITORIES) – 2021 CALENDAR YEAR			
AVERAGE NUMBER OF CLIENTS	**MEDIAN NUMBER OF CLIENTS**	**HIGHEST NUMBER OF CLIENTS**	**LOWEST NUMBER OF CLIENTS**
97	68	438	5

Table E Notes:

(a) Offices with multiple territories were counted as one for the purpose of this Table.

(b) The "Average Number of Clients" is based on aggregating the number of total clients serviced by the reviewed offices over the 2022 calendar year then dividing that number by the total respondents.

Additional Notes:

1. "Gross Sales" means the aggregate amount of all sales of services and the aggregate of all of charges for all services performed (including service charges in lieu of gratuity) whether for cash or credit or otherwise, made and rendered in, about or in connection with a Franchised Business including, but not limited to, revenue derived from sales of personal response systems, mileage charged to clients and all proceeds from any business interruption insurance. In addition, "Gross Sales" shall include all revenues or receipts of any kind derived from the operation of the Franchised Business, including all services provided as a direct or indirect consequence of use of ComForCare Marks or any respect of the franchise system. The term "Gross Sales" shall not be modified for uncollected amounts. The term "Gross Sales" does not include any federal, state, municipal or other sales, value added or retailer's excise taxes paid or accrued by a franchisee.

2. Written substantiation for the financial performance representation will be made available to prospective franchisees upon reasonable request.

3. **Some franchisees have sold this amount. Your individual results may differ. There is no assurance you will sell as much.**

4. The disclosure figures for Table A and B do not reflect all other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of costs and expenses you will incur in operating your franchise business. Current franchisees or former franchisees listed in the Disclosure Document may be one source of this information.

5. Based on all of the matters mentioned in this Item 19, we recommend that you make your own independent investigation to determine whether or not the franchise may be profitable to you and worth the risk. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in owning and operating a franchised business.

6. Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting David Tarr at ComForCare Franchise Systems, LLC, 900 Wilshire Drive, Suite 102, Troy, MI 48084-1600, 800-886-4044, dtarr@bestlifebrands.com, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2020 TO 2022

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2020	194	204	+10
	2021	204	212	+8
	2022	212	218	+6
Company-Owned (a)	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	**2020**	**194**	**204**	**+10**
	2021	**204**	**212**	**+8**
	2022	**212**	**218**	**+6**

TABLE 2 – TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR) FOR YEARS 2020 TO 2022		
STATE	**YEAR**	**NUMBER OF TRANSFERS**
California	2020	1
	2021	0
	2022	0
Connecticut	2020	1
	2021	0
	2022	0
Indiana	2020	0
	2021	1
	2022	0
Maryland	2020	0
	2021	1
	2022	0
Michigan	2020	1
	2021	3
	2022	4
Minnesota	2020	0
	2021	0
	2022	1
New Jersey	2020	0
	2021	3
	2022	2
North Carolina	2020	0
	2021	0
	2022	1
South Carolina	2020	1
	2021	0
	2022	0
Tennessee	2020	1
	2021	2
	2022	0
Texas	2020	0
	2021	1
	2022	2
Total	2020	5
	2021	11
	2022	10

TABLE 3 – STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022								
STATE	**YEAR**	**OUTLETS AT START OF YEAR**	**OUTLETS OPENED**	**TERM-INATIONS**	**NON-RENEWALS**	**REACQUIRED BY FRANCHISOR**	**CEASED OPERATIONS – OTHER REASONS**	**OUTLETS AT END OF THE YEAR**
Alabama	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arizona	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
California	2020	26	2	1	0	0	0	27
	2021	27	1	0	0	0	3	25
	2022	25	1	0	0	0	1	25
Colorado	2020	6	1	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Connec-ticut	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Florida	2020	13	0	0	0	0	1	12
	2021	12	4	0	0	0	2	14
	2022	14	4	0	0	0	1	17
Georgia	2020	4	3	1	0	0	0	6
	2021	6	2	0	0	0	1	7
	2022	7	0	0	0	0	2	5
Idaho	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois	2020	4	2	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Indiana	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Kansas	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Kentucky	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Louisiana	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Maryland	2020	8	1	0	0	0	0	9
	2021	9	0	0	0	0	1	8
	2022	8	1	0	0	0	1	8
Massa-chusetts	2020	4	0	0	0	0	1	3
	2021	3	2	0	0	0	0	5
	2022	5	2	0	0	0	0	7

TABLE 3 – STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022								
Michigan	2020	17	2	0	0	0	1	18
	2021	18	2	0	0	0	1	19
	2022	19	1	0	0	0	0	20
Minnesota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Missi-ssippi	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Missouri	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nevada	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Jersey	2020	17	0	0	0	0	0	17
	2021	17	0	0	0	0	1	16
	2022	16	1	0	0	0	0	17
New York	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	3	0	5
North Carolina	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Ohio	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	1	0	0	7
Oklahoma	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Oregon	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Pennsyl-vania	2020	11	2	0	0	0	0	13
	2021	13	1	0	0	0	0	14
	2022	14	2	0	0	0	0	16
South Carolina	2020	6	0	1	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	1	0	0	0	1	6
Tennessee	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	1	3
Texas	2020	14	1	0	0	0	1	14
	2021	14	2	0	0	0	0	16
	2022	16	2	0	0	0	0	18
Utah	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2

TABLE 3 – STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022								
Virginia	2020	5	1	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Washing-ton	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Wisconsin	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Total	2020	194	17	3	0	0	4	204
	2021	204	17	0	0	0	9	212
	2022	212	17	0	1	3	7	218

TABLE 4 – STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2020 TO 2022							
STATE	**YEAR**	**OUTLETS AT START OF YEAR**	**OUTLETS OPENED**	**OUTLETS REACQUIRED FROM FRANCHISEES**	**OUTLETS CLOSED**	**OUTLETS SOLD TO FRANCHISEES**	**OUTLETS AT END OF YEAR**
Total	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2022			
STATE	**FRANCHISE AGREEMENTS SIGNED BUT CENTERS NOT OPENED**	**PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR**	**PROJECTED NEW COMPANY-OWNED OUTLETS IN THE CURRENT FISCAL YEAR**
Arizona	0	0	0
California	6	5	0
Colorado	1	0	0
Connecticut	0	0	0
Florida	15	6	0
Georgia	2	1	0
Illinois	1	2	0
Indiana	1	0	0
Kentucky	0	0	0
Maryland	1	0	0
Massachusetts	3	1	0
Michigan	0	1	0
Minnesota	0	1	0
Missouri	0	1	0

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2022			
Nebraska	1	0	0
Nevada	0	0	0
New Jersey	1	1	0
New Mexico	0	0	0
North Carolina	4	2	0
Ohio	0	2	0
Oklahoma	0	1	0
Pennsylvania	1	2	0
South Carolina	0	1	0
Tennessee	1	1	0
Texas	1	2	0
Virginia	0	1	0
Wisconsin	0	1	0
Total	**39**	**32**	**0**

We do not have any trade-mark specific franchisee organizations associated with the Franchise System.

Exhibit G lists the names of all current franchisees and the address and telephone numbers of their outlets as of December 31, 2022.

Exhibit H lists the name, city, state and last known telephone number of every franchisee who had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers if you leave the Franchise System. No current or former Franchisee has signed any type of confidentiality clause within the last three (3) fiscal years that restricts their ability to speak openly about their experience with the ComForCare system.

ITEM 21

FINANCIAL STATEMENTS

Exhibit A includes the audited consolidated financial statement of CFC Holding Company, LLC, the parent of our parent, Best Life Brands, LLC for fiscal years 2020, 2021, and 2022. CFC Holding Company, LLC has guaranteed our performance with you.

ITEM 22

CONTRACTS

The following contracts are attached as Exhibits:

Exhibit B - Franchise Agreement
Exhibit D - Power of Attorney
Exhibit E - Sample Deposit Agreement
Exhibit F - Sample Release Agreement
Exhibit I - State Addenda

ITEM 23

RECEIPTS

Exhibit L is a detachable document to use for acknowledging receipt of the Franchise Disclosure Document, including all exhibits, of the ComForCare Home Care business.

EXHIBIT A

FINANCIAL STATEMENTS

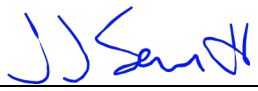
GUARANTEE OF PERFORMANCE

For value received, CFC Holding Company, LLC (the "Guarantor"), located at 45 Rockefeller Center, 630 5th Avenue, Suite 400, New York, NY 10111, absolutely and unconditionally guarantees to assume the duties and obligations of ComForCare Franchise Systems, LLC, located at 900 Wilshire Dr., Suite 102, Troy, MI 48084 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2022 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at 900 Wilshire Dr., Suite 102, Troy, MI 48084, on this 31st day of March, 2023.

Guarantor:

CFC Holding Company, LLC

By: 

Name: J.J. Sorrenti

Title: CEO

CFC Holding Company, LLC and Subsidiaries

Consolidated Financial Report
December 31, 2022

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RSM US LLP

Independent Auditor's Report

Board of Directors
CFC Holding Company, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of CFC Holding Company, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, the related consolidated statements of operations, changes in members' (deficit) equity, and cash flows for the years ended December 31, 2022, 2021 and 2020, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years ended December 31, 2022, 2021 and 2020 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 the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

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

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

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

RSM US LLP

Detroit, MI
March 27, 2023

CFC Holding Company, LLC and Subsidiaries

Consolidated Balance Sheets
December 31, 2022 and 2021

	2022	2021
Assets		
Current assets:		
Cash	**$ 5,969,700**	$ 6,342,428
Restricted cash	**4,029,309**	3,031,624
Royalty receivables, net	**2,175,573**	1,426,293
Other receivables	**4,367,812**	3,093,034
Current deferred commissions	**714,769**	869,861
Current contract asset	**270,933**	318,733
Prepaid expenses	**518,435**	346,978
Total current assets	**18,046,531**	15,428,951
Property and equipment, net	**95,904**	93,392
Other assets:		
Right of use asset - operating leases, net	**502,042**	-
Goodwill, net	**12,685,642**	15,223,900
Franchise agreements, net	**2,694,783**	3,693,983
Trade names, net	**1,443,696**	1,549,346
Internally developed software, net	**109,566**	283,466
Noncurrent deferred commissions	**1,095,787**	651,149
Noncurrent contract asset	**267,815**	611,706
Total other assets	**18,799,331**	22,013,550
Total assets	**$ 36,941,766**	$ 37,535,893
Liabilities and Members' (Deficit) Equity		
Current liabilities:		
Accounts payable	**$ 2,849,921**	$ 1,790,614
Accrued liabilities	**5,436,879**	5,909,200
Current deferred revenue	**1,438,265**	1,490,482
Operating lease liabilities, current	**117,574**	-
Total current liabilities	**9,842,639**	9,190,296
Noncurrent deferred revenue	**2,064,106**	1,313,132
Operating lease liabilities noncurrent	**456,502**	-
Long-term debt, net of debt issuance costs	**24,827,272**	24,744,363
Members' (deficit) equity	**(248,753)**	2,288,102
Total liabilities and members' equity	**$ 36,941,766**	$ 37,535,893

See notes to consolidated financial statements.

- -

CFC Holding Company, LLC and Subsidiaries

Consolidated Statements of Operations
Years Ended December 31, 2022, 2021 and 2020

	2022	2021	2020
Revenues:			
Franchise fees	**$ 2,974,329**	$ 3,937,072	$ 2,641,074
Franchise royalties	**14,267,295**	12,946,253	12,423,342
National advertising fund revenue	**2,805,447**	2,506,896	609,201
Marketing fees	**2,250,119**	2,029,630	1,685,810
Technology fees	**2,122,923**	1,805,270	1,474,595
Patient service revenue	**3,201,760**	3,216,129	-
Other revenue	**547,695**	385,725	562,098
Total revenues	**28,169,568**	26,826,975	19,396,120
Expenses:			
General and administrative expenses	**20,554,431**	18,697,702	14,644,929
National advertising fund expense	**2,805,447**	2,506,896	609,201
Amortization expense	**3,817,008**	4,175,599	3,825,787
Transaction expenses	**-**	564,466	529,462
Franchise broker commissions	**1,158,212**	1,721,267	1,177,418
Total expenses	**28,335,098**	27,665,930	20,786,797
Operating loss	**(165,530)**	(838,955)	(1,390,677)
Other expense:			
Interest expense	**2,371,325**	2,312,146	1,480,598
Net loss	**$ (2,536,855)**	$ (3,151,101)	$ (2,871,275)

See notes to consolidated financial statements.

CFC Holding Company, LLC and Subsidiaries

Consolidated Statements of Changes in Members' (Deficit) Equity
Years Ended December 31, 2022, 2021 and 2020

Balance at December 31, 2019	11,810,478
Dividend distribution	(3,500,000)
Net loss	(2,871,275)
Balance at December 31, 2020	5,439,203
Net loss	(3,151,101)
Balance at December 31, 2021	2,288,102
Net loss	(2,536,855)
Balance at December 31, 2022	**$ (248,753)**

See notes to consolidated financial statements.

CFC Holding Company, LLC and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended December 31, 2022, 2021 and 2020

	2022	2021	2020
Cash flows from operating activities:			
Net loss	**$ (2,536,855)**	$ (3,151,101)	$ (2,871,275)
Adjustments to reconcile net loss to cash provided by operating activities:			
Depreciation	**21,358**	14,809	16,207
Accretion of debt issuance costs	**82,909**	82,910	93,107
Amortization	**3,817,008**	4,175,599	3,825,787
Loss on disposal of assets	**-**	183,130	-
Provisions for doubtful accounts	**54,404**	141,971	(79,111)
Changes in operating assets and liabilities, net of effects of business acquisitions:			
Royalty receivables	**(2,047,201)**	(69,116)	555,342
Other receivables	**(31,261)**	(832,100)	(667,036)
Deferred commissions	**(289,546)**	(487,861)	(517,790)
Contract asset	**391,691**	293,637	(522,274)
Prepaid expenses	**(171,457)**	53,881	5,218
Accounts payable	**1,059,307**	808,675	(635,339)
Accrued liabilities	**(472,321)**	2,345,450	2,171,193
Deferred revenue	**698,757**	589,339	407,126
Operating lease assets and liabilities	**72,034**	-	-
Net cash provided by operating activities	**648,827**	4,149,223	1,781,155
Cash flows from investing activities:			
Acquisition of businesses, net of cash acquired	**-**	(4,916,130)	-
Purchase of furniture and computers	**(23,870)**	(114,360)	(53,511)
Net cash used in investing activities	**(23,870)**	(5,030,490)	(53,511)
Cash flows from financing activities:			
Borrowings from loan	**-**	-	10,000,000
Payment of debt issuance costs	**-**	-	(250,000)
Distributions to members	**-**	-	(3,500,000)
Net cash provided by financing activities	**-**	-	6,250,000
Net increase (decrease) in cash	**624,957**	(881,267)	7,977,644
Cash and restricted cash:			
Beginning	**9,374,052**	10,255,319	2,277,675
Ending	**$ 9,999,009**	$ 9,374,052	$ 10,255,319

(Continued)

CFC Holding Company, LLC and Subsidiaries

Consolidated Statements of Cash Flows (Continued)
Years Ended December 31, 2022, 2021 and 2020

	2022	2021	2020
Supplemental disclosure of cash flow information:			
Cash payments for interest	**$ 2,028,736**	$ 2,025,173	$ 1,387,491
Supplemental schedule of noncash operating, investing and financing activities:			
Acquisition of businesses:			
Assets acquired	**$ -**	$ 1,200,188	$ -
Liabilities assumed	**-**	290,464	-
Net identifiable assets acquired	**-**	909,724	-
Goodwill	**-**	4,095,739	-
Net assets acquired	**-**	5,005,463	-
Less cash acquired	**-**	(89,333)	-
Cash purchase price	**$ -**	$ 4,916,130	$ -

See notes to consolidated financial statements.

Note 1. Nature of Business and Significant Accounting Policies

Nature of business: CFC Holding Company, LLC and Subsidiaries (collectively, the Company) entered into an agreement to acquire 100% of the interest in ComForCare Healthcare Holdings, Inc. (Holdings) on January 31, 2017. The subsidiaries of the Company include Best Life Brands, LLC (BLB), ComForCare Franchise Systems, LLC (ComForCare), CarePatrol Franchise Systems, LLC (CarePatrol), Blue Moon Franchise Systems, LLC (Blue Moon), Boost Home Health, LLC (Boost), and PROHealth Home Health Services, LLC (PROHealth). BLB was formed as a holding company which is wholly owned by the Company. BLB wholly owns ComForCare, CarePatrol, Blue Moon, Boost, and PROHealth.

ComForCare is a franchisor of certain nonmedical home health care services and business operations primarily in North America. ComForCare provides a systematic method for starting and operating a home health care business under the trade name “ComForCare Home Care” and “At Your Side Home Care” (hereinafter collectively CHC). ComForCare provides its franchisees territorial rights for operation of their CHC businesses. They also provide initial training and ongoing support for franchisees to assure continuity and growth of their business operations.

CarePatrol is a franchisor that offers franchises for the operation of a business that provides assisted living senior referral and placement services, as well as information and marketing services for families looking for assisted living, in-home care and other senior-related services.

Blue Moon is a franchisor that provides management of estate sales.

Boost is a franchisor that provides home health programs relating to rehabilitation and clinical services that enhance at-home healing and support recovery.

PROHealth is a home health agency providing in home health care.

Significant accounting policies:

Basis of presentation: The consolidated balance sheets are presented as of December 31, 2022 and 2021. The consolidated statements of operations, changes in members’ (deficit) equity, and cash flows are presented for the years ended December 31, 2022, 2021 and 2020. The accompanying consolidated financial statements of CFC Holding Company, LLC include its wholly owned subsidiaries, BLB, ComForCare, CarePatrol, Blue Moon, Boost and PROHealth. All intercompany accounts and transactions have been eliminated in consolidation.

Use of accounting estimates: The preparation of consolidated 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 consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and restricted cash: The Company maintains cash balances that, at times, may exceed federally insured limits. Management believes the Company is not exposed to any significant risk on these cash balances. Cash collected and held within the National Advertising Fund is recorded as restricted cash (see Note 6). In addition, the Company has approximately $826,000 deposited in a separate bank account and designated as collateral for the letters of credit (see Note 7).

Note 1. Nature of Business and Significant Accounting Policies (Continued)

The following table provides a reconciliation of cash and restricted cash (Note 6) reported within the consolidated balance sheets that sums to the total of the same such amounts shown in the consolidated statements of cash flows:

	2022	2021
Cash	$ 5,969,700	$ 6,342,428
Restricted cash	4,029,309	3,031,624
	$ 9,999,009	$ 9,374,052

Royalty receivables: Royalty receivables represent amounts due from franchisees pursuant to their individual franchise agreements. Royalty receivables are stated at historical value which approximates fair value. Management provides for probable uncollectible amounts through a charge to earnings and a credit to an allowance account based on the history of past write-offs and collections and its assessment of the current status of individual accounts. The Company routinely assesses the financial strength of its franchisees and, as a consequence, believes that its royalty receivable credit risk exposure is limited to the allowances provided.

The Company has deducted an estimated amount for accounts that will not be collected based on experience, historical payment patterns on amounts invoiced and the aging of outstanding balances. As of December 31, 2022 and 2021, royalty receivables were reduced by allowances for doubtful accounts of approximately $300,000 and $223,000, respectively.

Other receivables: Other receivables represent amounts due from franchisees pursuant to their individual franchise for franchise fees, marketing fees, technology fees, national ad fund revenue and other revenue. In addition, other receivables includes amounts due from patient service fees. Patient receivables are carried at the transaction price consisting of the original charge for the service provided, less any applicable discounts, explicit price concessions for contractual adjustments and an estimated allowance for implicit price concessions (formerly known as allowance for doubtful accounts).

Property and equipment: Property and equipment, which primarily consist of furniture and office equipment, are recorded at cost and depreciated over the estimated useful life of the assets using the straight-line method. Useful lives used to depreciate property and equipment range from three to seven years.

Goodwill: Goodwill results from business acquisitions and represents the excess of the purchase price over the fair value of the identifiable net assets acquired.

The Company follows an accounting alternative that allows it to amortize goodwill on a straight-line basis over a period of 10 years. Also pursuant to the accounting alternative, the Company will test its goodwill for impairment at the entity level only upon the occurrence of an event or circumstance that may indicate the fair value of the entity is less than its carrying amount. As of December 31, 2022 and 2021, the Company has determined that there was no occurrence of an event or circumstance that might indicate the fair value of the entity is less than the carrying amount.

Intangible assets: Intangible assets are amortized over their finite useful lives using the straight-line method. Intangible assets include franchise agreements, internally developed software and trade names.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Impairment of long-lived assets: The Company reviews long-lived assets, including property and equipment and certain intangible assets, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of these assets is measured by a comparison of the carrying amount of the asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment charge to be recognized is measured by the amount by which the carrying amount of the asset exceeds the estimated fair value of the asset. There were no impairment charges for the years ended December 31, 2022 and 2021.

Deferred revenue: The Company receives deposits of initial and renewal franchise fees for certain territories and future rights to the ComForCare, CarePatrol, Blue Moon and Boost business models. The Company recognizes revenue when contracts have been signed and each performance obligation has been performed.

Debt issuance costs: Debt issuance costs associated with long-term debt are capitalized as a reduction to the related debt obligation and amortized over the terms of the related debt using the effective-interest method. Amortization expense is included within interest expense in the consolidated statements of operations.

Revenue recognition: The Company recognizes revenue in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 606*,* which provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations in the contract
- Recognize revenue when or as performance obligations are satisfied

Nature of revenues: The Company’s revenues consist of franchise revenue, which includes franchise royalties, advertising fund contributions, marketing fees, technology fees and initial and renewal franchise fees.

The Company also collects lead placement revenue, through its CarePatrol franchise.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

The Company collects patient service revenue, through its PROHealth subsidiary which is derived from patient service by providing medical services.

A summary of the Company's significant products and services are as follows:

Franchise revenues: Franchise agreements include (a) the right to use symbolic intellectual property over the term of each franchise agreement, (b) ongoing services, such as management of the advertising fund contributions, marketing services, and providing access to franchise specific technology, and (c) pre-opening services, such as training.

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. Agreements may include initial and renewal franchise fees (includes the right to use symbolic intellectual property and pre-opening services), royalties (includes the right to use symbolic intellectual property), marketing fees (ongoing services), technology fees (ongoing services), and National Ad Fund fees (ongoing services).

The right to use symbolic intellectual property and ongoing services are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and, therefore, are accounted for as a single performance obligation (License of IP). The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day-to-day, the symbolic intellectual property is accessed over time and the franchisee simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including ongoing services).

ComForCare royalties are calculated as a percentage of franchise sales that are related entirely to the License of IP performance obligation under the franchise agreement. These royalties are considered variable consideration. Royalty revenue is recognized as franchisee sales occur.

CarePatrol royalties are charged to some franchisees as a percentage of franchise sales and others as standard fixed amounts in which all royalties are related entirely to the License of IP performance obligation under the franchise agreement.

CarePatrol royalties charged as a percentage of franchise sales are considered variable consideration. Royalty revenue is recognized as franchisee sales occur.

CarePatrol royalties charged as standard fixed amounts are considered fixed consideration. Royalty amounts are billed each month for each franchisee. The agreements call for increasing fees throughout the life of the agreement. CarePatrol recognizes revenues for these standard amounts on a straight-line basis over the life of the agreements which results in a contract asset which is presented on the Company's consolidated balance sheets.

Blue Moon royalties are calculated as a percentage of franchise sales that are related entirely to the License of IP performance obligation under the franchise agreement. These royalties are considered variable consideration. Royalty revenue is recognized as franchisee sales occur.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

The Company charges marketing fees, technology fees and National Ad Fund fees which are related entirely to the License of IP performance obligation under the franchise agreement. These revenues are recognized as the fees are billed to franchisees.

Initial and renewal franchise fees are recognized as revenue in regard to two identified performance obligations within the contract. A portion of the fee is recognized when the Company provides training services, as these services are distinct within the contract. The remaining portion of the fees is recognized as revenue related to the License of IP performance obligation on a straight-line basis over the term of the respective agreement beginning when the franchisee signs an agreement. Stand-alone selling price for each performance obligation was determined using an expected cost plus margin approach for training and an observable selling price for the License of IP.

All franchise revenue is recognized over time as the services are provided to franchisees.

Lead placement revenue: Specific to placement services that CarePatrol provides, the Company collects a lead placement fee from retirement facilities when a senior is placed within that facility. This revenue is recognized at a point in time when placement has occurred.

Patient service revenue: PROHealth's patient service revenues are fee-for-service, the patient is charged a fee based on the services performed. For patients that receive treatment there is consent (written, implied or verbally) to obtain treatment. The Company receives payments directly from private consumers, commercial insurers, Medicare and other third-party payors. Revenue is recognized as performance obligations are satisfied.

Because all of its performance obligations relate to contracts with a duration of less than one year, the Company has elected to apply the optional exemption and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The Company determines the transaction price based on standard charges for goods and services provided, reduced by explicit price concessions comprised of contractual adjustments provided to third-party payors and discounts provided to uninsured patients in accordance with the Company's policy, and implicit price concessions proved to uninsured patients. The Company determines its estimates of contractual adjustments and discounts based on contractual agreements, its discount policies, and historical experience. The Company determines its estimate of implicit price concessions based on its historical collection experience with this class of patients.

All patient service revenue is recognized at a point in time when the services are provided to the patients.

Total revenue recognized at a point in time and over time was as follows for the years ended December 31:

	2022	2021	2020
Revenue recognized at a point in time	$ 3,410,580	$ 3,381,192	$ 461,805
Revenue recognized over time	24,758,988	23,445,783	18,934,315
	$ 28,169,568	$ 26,826,975	$ 19,396,120

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Costs to obtain a contract

Franchise broker commissions paid to brokers that are incremental to the acquisition of customer contracts are capitalized as deferred franchise broker commissions on the consolidated balance sheets when the period of benefit is determined to be greater than one year. The Company determines the period of benefit for commissions paid for the acquisition of an initial contract by taking into consideration the initial estimated customer life, as well as future expectations about whether the renewal commission will be commensurate with the pattern of revenue recognition.

Leases: In February 2016, the FASB issued ASC Topic 842, Leases, to increase transparency and comparability among organizations related to their leasing arrangements. The update requires lessees to recognize most leases on their balance sheets as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Topic 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements. Similar to the previous lease guidance, the update retains a distinction between finance leases (similar to capital leases in Topic 840, Leases) and operating leases, with classification affecting the pattern of expense recognition in the income statement. The Company adopted Topic 842 on January 1, 2022, using the optional transition method to the modified retrospective approach, which eliminates the requirement to restate the prior-period financial statements. Under this transition provision, the Company has applied Topic 842 to reporting periods beginning on January 1, 2022, while prior periods continue to be reported and disclosed in accordance with the Company's historical accounting treatment under ASC Topic 840, Leases.

The Company elected the "package of practical expedients" under the transition guidance within Topic 842, in which the Company does not reassess (1) the historical lease classification, (2) whether any existing contracts at transition are or contain leases, or (3) the initial direct costs for any existing leases. The Company has not elected to adopt the "hindsight" practical expedient, and therefore will measure the ROU asset and lease liability using the remaining portion of the lease term upon the adoption of Topic 842 on January 1, 2022.

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company made an accounting policy election available under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of twelve months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or January 1, 2022, for existing leases upon the adoption of Topic 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of Topic 842).

The Company has made an accounting policy election to account for lease and non-lease components in its contracts as a single lease component for its various asset classes. The non-lease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Adoption of Topic 842 resulted in the recording of additional ROU assets and lease liabilities related to the Company's operating leases of approximately $620,000 at January 1, 2022. The adoption of the new lease standard did not materially impact consolidated net earnings or consolidated cash flows and did not result in a cumulative-effect adjustment to the opening balance of retained earnings.

Recent accounting pronouncements: In June 2016, the FASB issued Accounting Standards Update (ASU) 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which creates a new credit impairment standard for financial assets measured at amortized cost and available-for-sale debt securities. The ASU requires financial assets measured at amortized cost (including loans, trade receivables and held-to-maturity debt securities) to be presented at the net amount expected to be collected, through an allowance for credit losses that are expected to occur over the remaining life of the asset, rather than incurred losses. The ASU requires that credit losses on available-for-sale debt securities be presented as an allowance rather than as a direct writedown. The measurement of credit losses for newly recognized financial assets (other than certain purchased assets) and subsequent changes in the allowance for credit losses are recorded in the statement of income as the amounts expected to be collected change. The ASU is effective for fiscal years beginning after December 15, 2022. The Company is currently evaluating the impact of adopting this new guidance on its consolidated financial statements and does not expect the impact to be significant.

Subsequent events: The Company has evaluated subsequent events for potential recognition and/or disclosure through March 27, 2023, the date the consolidated financial statements were available to be issued.

Note 2. Business Acquisitions

PROHealth Home Health Services, LLC acquisition:

Effective March 5, 2021, BLB acquired 100% of the membership interest in PROHealth for total consideration of $5,005,463. BLB obtained control of the business by acquiring all of the rights to the inputs and processes of its business; therefore the acquisition was accounted for as a business combination. PROHealth is a home health agency providing in home health care. As a result of the acquisition, BLB and its investors seek to increase the value of their investment by having PROHealth's complementary services.

BLB funded the acquisition through the use of cash.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. A tax election was filed, therefore, goodwill is deductible for income tax purposes.

Note 2. Business Acquisitions (Continued)

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and assets acquired and liabilities assumed recognized at the fair value at the date of acquisition:

Consideration:		
Cash	$	5,357,793
Due from seller		(352,330)
Total invested capital	$	5,005,463
Recognized amount of identifiable assets acquired and liabilities assumed:		
Cash		89,333
Accounts receivable		874,475
Prepaid expenses and other assets		14,131
Property and equipment, net		18,249
Intangible assets		204,000
Accounts payable		(6,210)
Accrued expenses		(212,865)
Deferred revenue		(71,389)
Total identifiable net assets acquired		909,724
Goodwill		4,095,739
	$	5,005,463

In connection with the transaction, the Company incurred $393,866 of transaction expenses which were expensed as incurred in the accompanying consolidated statements of operations.

Of the $204,000 of identified intangible assets all was assigned to trade names (20 year life).

Note 3. Related-Party Transactions

The Company pays consulting fees to certain members of management of the Riverside Company. Consulting fees for the years ended December 31, 2022, 2021 and 2020 were approximately $530,000, $425,000 and $519,000, respectively. Accrued consulting fees as of December 31, 2022 and 2021 were approximately $78,000 and $78,000, respectively, and were included in accrued liabilities in the accompanying consolidated balance sheets.

Note 4. Property and Equipment

Property and equipment is summarized as follows:

	2022	2021
Furniture and fixtures	$ 88,558	$ 87,348
Computer equipment	53,217	30,557
Leasehold improvements	19,855	19,855
	161,630	137,760
Less: accumulated depreciation	(65,726)	(44,368)
	$ 95,904	$ 93,392

Note 5. Intangible Assets and Goodwill

Following is a summary of the intangible assets:

	December 31, 2022			
	Amortization Period (in Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise agreements—ComForCare	10	$ 6,186,000	$ (3,660,050)	$ 2,525,950
Franchise agreements—CarePatrol	5	1,470,000	(1,445,500)	24,500
Franchise agreements—Blue Moon	5	433,000	(288,667)	144,333
Trade names	20	1,943,000	(499,304)	1,443,696
Software	5	912,000	(802,434)	109,566
		$ 10,944,000	$ (6,695,955)	$ 4,248,045
Goodwill	10	$ 25,382,575	$ (12,696,933)	$ 12,685,642

	December 31, 2021			
	Amortization Period (in Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise agreements—ComForCare	10	$ 6,186,000	$ (3,041,450)	$ 3,144,550
Franchise agreements—CarePatrol	5	1,470,000	(1,151,500)	318,500
Franchise agreements—Blue Moon	5	433,000	(202,067)	230,933
Trade names	20	1,943,000	(393,654)	1,549,346
Software	5	912,000	(628,534)	283,466
		$ 10,944,000	$ (5,417,205)	$ 5,526,795
Goodwill	10	$ 25,382,575	$ (10,158,675)	$ 15,223,900

Note 5. Intangible Assets and Goodwill (Continued)

The change in the carrying value of goodwill for the years ended December 31, 2022 and 2021, is as follows:

Balance at December 31, 2020	$ 13,598,158
Acquisition of PROHealth	4,095,739
Amortization expense	(2,469,997)
Balance at December 31, 2021	15,223,900
Amortization expense	(2,538,258)
Balance at December 31, 2022	$ 12,685,642

Amortization expense recognized on intangible assets and goodwill totaled $1,278,750 and $2,538,258, respectively, for the year ended December 31, 2022. Amortization expense recognized on intangible assets and goodwill totaled $1,705,602 and $2,469,997, respectively, for the year ended December 31, 2021. Amortization expense recognized on intangible assets and goodwill totaled $1,697,104 and $2,128,683, respectively, for the year ended December 31, 2020.

Estimated amortization expense for existing amortizable intangibles and goodwill is as follows for each of the next five years ending December 31:

	Intangible Assets	Goodwill
2023	$ 896,683	$ 2,538,258
2024	813,216	2,538,258
2025	715,750	2,538,258
2026	715,750	2,538,258
2027	148,700	1,041,655

Note 6. National Advertising Fund

The Company maintains a National Advertising Fund (NAF) for the creation and development of marketing, advertising, and related programs and materials for all franchises located in the United States and Canada. On behalf of the NAF, ComForCare collects 1% of gross monthly membership billings from franchisees. CarePatrol, Blue Moon and Boost collect varying amounts based on respective franchise agreements. The use of amounts received by the NAF is restricted to advertising, product development, public relations, merchandising, and administrative expenses and programs to increase sales and further enhance the public reputation of each brand. The Company consolidates and reports all balances held by the NAF within the consolidated financial statements. Amounts received and not spent by the NAF are reported as restricted cash which amounted to $4,029,309 and $3,031,624 as of December 31, 2022 and 2021, respectively. The Company records all revenues and expenses of the NAF within the consolidated statements of operations.

Note 7. Long-Term Debt

On December 4, 2020, the Company amended a term note payable (New Term Loan) with a financial institution. The New Term Loan provides for $25,000,000 in principal borrowings with the full principal amount being due on January 31, 2025. The new term loan was amended on May 7, 2022 and changed the monthly interest to London Interbank Offered Rate (LIBOR) plus 6.25% from the previous rate of LIBOR plus 7.25%.

Borrowings under the New Term Loan agreement are collateralized by substantially all assets of the Company. The term note agreement also includes certain affirmative and negative covenants restricting certain corporate acts and requires the maintenance of consolidated leverage and fixed charge coverage ratios.

In connection with the New Term Loan and previous term loan agreements, the Company incurred debt issuance costs of approximately $666,000, which are amortized over the term of the debt facilities. Amortization of debt issuance costs of $82,909, $82,910, and $93,107 has been included in interest expense for the years ended December 31, 2022, 2021 and 2020, respectively.

A summary of long-term debt is as follows as of December 31:

	2022	2021
Term loan	$ 25,000,000	$ 25,000,000
Less unamortized debt issuance costs	(172,728)	(255,637)
	$ 24,827,272	$ 24,744,363

The Company has letters of credit totaling $825,000 and $150,000 as of December 31, 2022 and 2021, respectively.

Note 8. Operating Leases

The Company leases real estate under operating lease agreements that have initial term of 67 months. Some leases include one or more options to renew, generally at the Company's sole discretion, with renewal terms that can extend the lease twice up to a term of five years each. In addition, certain leases contain termination options, where the rights to terminate are held by either the Company, the lessor or both parties. These options to extend or terminate a lease are included in the lease terms when it is reasonably certain that the Company will exercise that option. The Company's operating leases generally do not contain any material restrictive covenants or residual value guarantees.

Operating lease cost is recognized on a straight-line basis over the lease term. Lease expense is approximately $113,000 for the year ended December 31, 2022. Weighted average remaining on lease term is 4.6 years and the weighted average discount rate is 1.26%.

Supplemental cash flow information related to leases is as follows for the year ended December 31, 2022:

Operating leases		
Operating cash outflows - payments on operating leases	$	51,082
Right of use assets in exchange for new lease obligations:		
Operating leases	$	619,566

Future undiscounted cash flows for each of the next five years and thereafter and a reconciliation to the lease liabilities recognized on the consolidated balance sheets are as follows as of December 31, 2022:

Years ending December 31:		
2023	$	124,817
2024		127,331
2025		129,845
2026		132,358
2027		78,553
Total lease payments		592,904
Less imputed interest		(18,828)
Total present value of lease liabilities	$	574,076

Note 8. Operating Leases (Continued)

Future minimum rentals, as determined under Topic 840, for all non-cancelable leases as of December 31, 2021 payments are as follows:

Years ending December 31:		
2022	$	51,082
2023		124,817
2024		127,331
2025		129,845
2026		132,358
Thereafter		78,553
Total minimum lease payments	$	643,986

Note 9. Members' Equity

Members' (deficit) equity consisted of the following membership units:

	December 31, 2022	
	Units Authorized	Units Issued and Outstanding
Class A Units	1,000,000	23,619
Class B Units	3,029	2,763

	December 31, 2021	
	Units Authorized	Units Issued and Outstanding
Class A Units	1,000,000	23,619
Class B Units	3,029	2,670

Class A Units have voting rights on all matters requiring the consent, approval or vote of the Members. The Class A Units receive preference on distributions.

Class B Units are profit interests that do not have voting rights and have been issued to designated management employees of the Company without any corresponding capital contribution. The holders of these units are entitled to share in the appreciation of the Company's assets that occur subsequent to the date of grant. The Class B Units are dilutive to the participating preferred units.

Note 9. Members' Equity (Continued)

The Company has issued and outstanding units of 2,763 and 2,670 to certain management employees as of December 31, 2022 and 2021, respectively. The units substantially vest upon a change in control of the Company, if still employed. The fair value of the awards at the date of grant is estimated using option pricing models. The expected terms assumption reflects the period for which the Company believes the awards will remain outstanding and is based on the expected behavior of the award holders. The Company determined the volatility of the fair value of its units through comparison to similar entities considering such characteristics as industry, stage of life cycle, size and financial leverage. The risk-free rate reflects the U.S. Treasury yield curve for similar expected life instruments in effect at the time of grant. During the years ended December 31, 2022 and 2021, 266 and 233 units, respectively, were forfeited.

As of December 31, 2022 and 2021 there was unrecognized compensation costs related to the Class B Units of approximately $518,000 and $477,000, respectively. The unrecognized compensation costs will be recognized at the time the vesting criterion is probable to occur.

Note 10. Income Taxes

As a limited liability company, the Company is treated as a partnership for federal and state income tax purposes. As such, the taxable income of the Company is allocated in the tax returns of its members for federal and state tax purposes in accordance with their respective ownership percentage. Accordingly, no provision for federal income taxes is included in the consolidated financial statements. Entity-level, composite state and local income taxes (benefits) are accrued at the applicable rates, if any, and are included in the consolidated statements of operations.

The FASB provides guidance for how uncertain tax provisions should be recognized, measured, disclosed and presented in the consolidated financial statements. The Company identifies its tax positions taken or expected to be taken in the course of preparing its tax returns and determines whether any tax positions are more likely than not of being sustained when challenged or when examined by the applicable tax authority. Management has determined that there are no uncertain tax positions at December 31, 2022 and 2021.

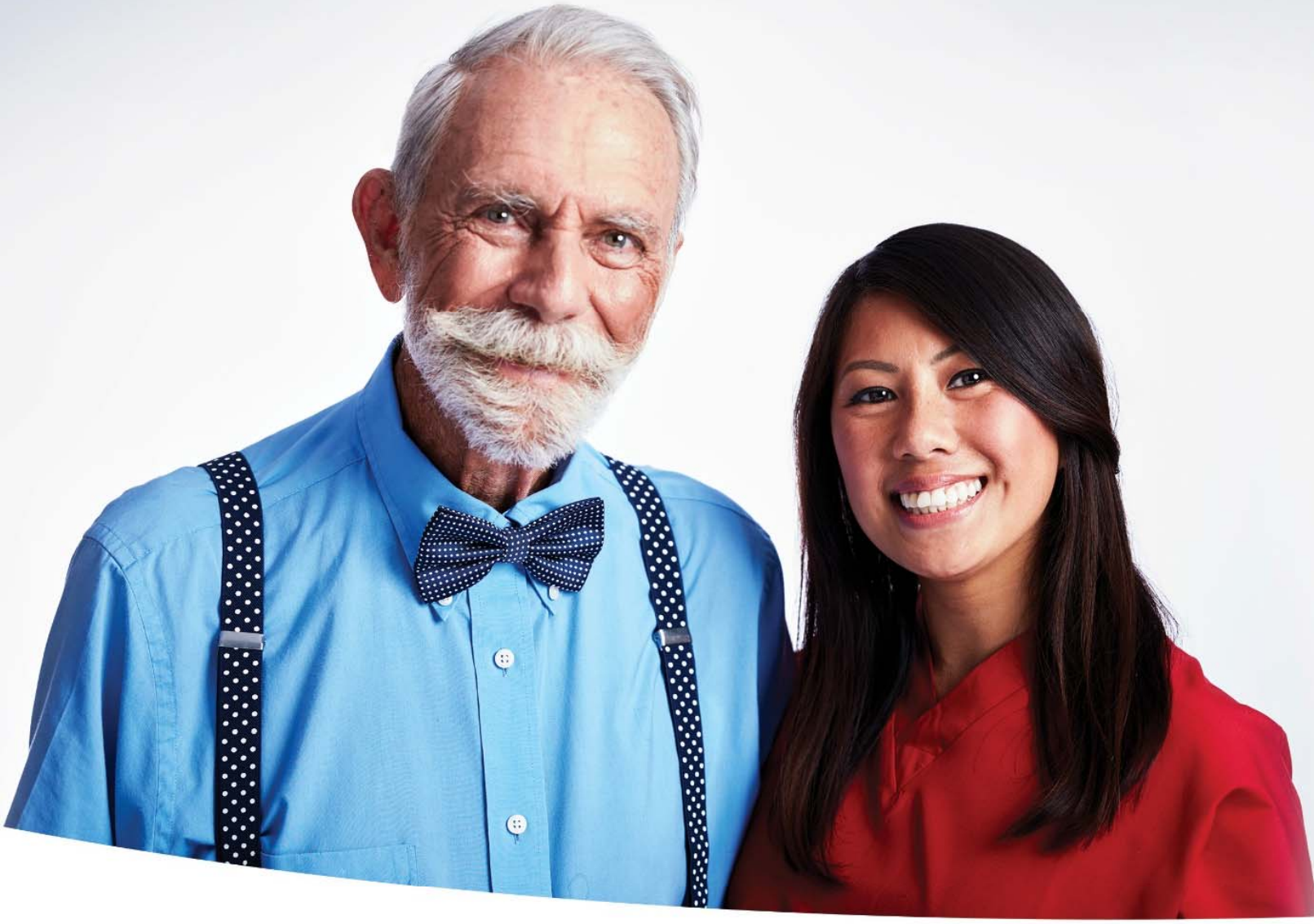
The Company's income tax filings are subject to audit by various taxing authorities. The Company's open audit period is 2020.

EXHIBIT B

FRANCHISE AGREEMENT

ComForCare™
HOME CARE

Live your **best** life possible.



Franchise Agreement

Offered by: ComForCare Franchise Systems, LLC

FRANCHISEE

DATE OF AGREEMENT

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COMFORCARE HOME CARE FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Franchise Agreement" or "Agreement") is made and entered into this _____ day of _____, _____, ("Contract Date"), by and between ComForCare Franchise Systems, LLC, a limited liability company formed and operating under the laws of the State of Michigan and having its principal place of business at 900 Wilshire Dr., Suite 102, Troy, MI 48084-1600 ("we," "us," "our," or "Franchisor") and_____ formed and operating under the laws of the _____ of _____, and _____, an individual, and having its principal place of business at _____ ("you," "your," or "Franchisee").

RECITALS

A. We, as a result of the expenditure of time, skill, effort, funds, equities, and assets, have developed and own a unique and distinctive business model relating to the establishment and operation of a business ("Franchised Business" or "ComForCare Business") that provides: (i) Personal Care Services: Non-medical in nature that include companionship, personal care for ADL and IADL along with homemaker/chore provider services to persons of all ages allowing them to age in place, (ii) on-site community care, and (iii) for qualifying Franchised Businesses, Private Duty Nursing (PDN) services: hourly, shift-based care performed by a Home Health Aide (HHA), Licensed Practical Nurse/Licensed Vocational Nurse (LPN/LVN), or Registered Nurse (RN) to patients of all ages with long term complex health conditions (non-Medicare) (the "Approved Services").

B. We use, promote, and license certain trademarks, service marks, and other commercial symbols for the operation of the Franchised Business, and we may create, use, and license other trademarks, service marks, and commercial symbols for the same use (collectively, "Proprietary Marks").

C. The Franchised Business operates using certain confidential information, trade secrets, formats, designs, systems, methods, specifications, standards, and procedures, and Proprietary Marks, all of which may be improved, further developed, or otherwise modified by us (the "System").

D. We permit certain individuals and/or entities to establish businesses for the purpose of implementing the Franchised Business under the System.

E. As a franchise owner ("Franchise Owner") of a ComForCare Business, you must comply with this Agreement in order to maintain the high and consistent quality that is critical to attracting and keeping clients of a ComForCare Business and preserving the goodwill of the Proprietary Marks.

THE PARTIES AGREE AS FOLLOWS:

1. GRANT

1.1. The Recitals above are incorporated by reference into this Agreement.

1.2. We grant you the right, and you accept the obligation, to own and operate a Franchised Business in accordance with this Agreement and the System within the geographic area described in Addendum B ("Protected Territory").

1.3. Your Franchised Business will be located at the street address indicated in the first paragraph of this Agreement above ("Approved Location"). If a particular site has not been selected and approved at the time this Agreement is signed, after you have an Approved Location, we will unilaterally modify this Agreement as if originally set forth in this Agreement. The Approved Location must be centrally located within your Protected Territory. You must not relocate your Franchised Business without our prior written approval. Any expenses or costs, associated with your relocation, are at your sole expense. You may not use the Approved Location for any purpose other than the operation of your Franchised Business, unless we, at our sole discretion, approve otherwise, in writing.

1.4. During the term of this Agreement, except as permitted by Section 1.5, we (including our affiliates) will not establish, or franchise any entity to establish, a Franchised Business within your Protected Territory.

1.5. You expressly acknowledge and agree that, except as provided in this Section, the franchise is non-exclusive. We retain the right, for ourselves, and/or through any affiliate, in any manner, and on any terms and conditions we deem advisable, and without granting you any rights therein:

1.5.1. To own, acquire, establish, and/or operate, and license others to establish and operate, Franchised Businesses outside the Protected Territory, regardless of their proximity to the Approved Location or your Protected Territory, or the impact on your existing or potential clients;

1.5.2. To use the Proprietary Marks and the System to market and sell, and grant others the right to market and sell, any products and services, similar to those which you will sell, through any channels of distribution within or outside of the Protected Territory, regardless of their proximity to the Approved Location or your Protected Territory, or the impact on your existing or potential clients. This includes, but is not limited to, other channels of distribution such as television, direct mail, mail order, catalog sales, telemarketing, over the Internet, via email, social media, and other channels of e-commerce;

1.5.3. To use and license others to use other proprietary and non-proprietary marks or methods, which are not the same as, or confusingly similar to the Proprietary Marks, whether in alternative channels of distribution, at any location, including within the Protected Territory, related to the operation of a business which may be the same as, similar to, or different from the business operated at your Franchised Business, or to sell products and services (regardless of similarity to products and services sold in your Franchised Business);

1.5.4. To anywhere purchase, merge, acquire (or be acquired by), affiliate with, or engage in any transaction with other businesses (whether competitive or not) having one or more businesses or locations, wherever located, including, but not limited to, transactions or arrangements involving competing outlets and/or brand conversions (to or from the ComForCare brand and System);

1.5.5. To implement multi-area marketing programs that allow us, or others, to solicit or sell to clients anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs; and

1.5.6. To engage in any other activity, action, or undertaking that we are not expressly prohibited from taking under this Agreement.

1.6. You have no options or rights of first refusal or similar rights to acquire additional Franchised Businesses.

2. TERM, RENEWAL AND EXPIRED AGREEMENT

2.1. The term of this Agreement begins on the Contract Date and expires ten (10) years after the Contract Date, unless sooner terminated as provided in this Agreement.

2.2. We, at our sole discretion, may provide you with the right to renew Franchised Business(es) for two (2) additional term(s) equal to the then-current initial term(s) granted under the following terms and conditions:

2.2.1. You must give us written notice of your election to renew no fewer than six (6) months, and not more than twelve (12) months, prior to the end of the then-current term;

2.2.2. You must not be in default of any provision of this Agreement, or any other agreements between you and us (including any agreements between you and our affiliates), or of any standards set forth in the Manual (as the term is defined in Section 4.1), and you must have complied with all such agreements and the Manual since the Contract Date;

2.2.3. You must be current with respect to your obligations to your landlord, vendors, and any others with whom you do business;

2.2.4. You must execute the then-current form of franchise agreement, and all other agreements, legal instruments, and documents then customarily used by us in the execution of franchise agreements. The renewal franchise agreement, and any other agreements, legal instruments, and documents, may vary materially from those agreements, legal instruments, and documents currently in use by us, including the payment of higher fees; with the exception you are not obligated to pay our then-current initial franchise fee;

2.2.4.1. If you purchased your Franchised Business(es) under the Reduced Initial Fee Program (as described in Section 3), you may not switch your Royalty Fee (as defined in Section 3) to the then lower Standard Offering Royalty Fees. Your renewal agreement, if so offered, will contain the fees associated with the then Reduced Initial Fee Offering Program. In addition, you will begin paying any fees owed to us immediately upon the execution of this Agreement at the level and schedule as the transferring franchisee.

2.2.5. We may require you to attend our then-current training program(s);

2.2.6. Subject to state law, you and us will execute a General Release Agreement, Waiver and Release of Claims, in a form prescribed by us, of all claims which each may have against the other, and their affiliates (except as to amounts then due to us for royalties, advertising contributions, materials, and the like), and their respective shareholders, directors, employees, and agents in their corporate and individual capacities. Unless otherwise prevented by state law, we will consider your failure to sign said release, and to deliver it to us for acceptance, and execution within thirty (30) days after it is delivered to you, to be an election not to acquire a successor franchise; and

2.2.7. You will pay us a renewal fee of $7,500.

2.3. If you do not sign a new franchise agreement and initiate and comply with the renewal procedures outlined in this section prior to the expiration of this Agreement, and continue to accept the benefits of this Agreement after the expiration of this Agreement; then, at our option, this Agreement may be treated either as:

2.3.1. Expired as of the date of expiration, with you then operating without a Franchised Business, and in so doing, you would be in violation of our rights; or

2.3.2. Continued on a month-to-month basis ("Interim Period"), until you or we provide the other party with written notice of such party's intention to terminate the Interim Period; in which case, the Interim Period will terminate thirty (30) days after receipt of any such notice to terminate the Interim Period. In the latter case, all of your obligations will remain in full force and effect during the Interim Period, as if this Agreement had not expired, and all obligations and restrictions imposed upon you on the expiration of this Agreement, will be deemed to take effect upon the termination of the Interim Period.

3. FEES

3.1. Initial Fees

3.1.1. *Standard Offering.*

3.1.1.1. Single Unit. Upon execution of this Agreement, you will pay us a non-recurring initial franchise fee in the amount of $57,000.

3.1.1.2. Multiple Units. At our discretion, we may offer you the right to purchase multiple single units. If you are approved, you will pay the following initial franchise fees: $57,000 for the first single unit purchase; $47,500 for the second unit purchased; $42,500 for the third unit purchased; $42,500 for the fourth unit purchased, as well as any thereafter.

3.1.2. *Reduced Initial Fee Offering*.

3.1.2.1. Single Unit. Upon execution of this Agreement, you will pay us a non-recurring initial franchise fee in the amount of $29,500.

3.1.2.2. Multiple Units. At our discretion, we may offer you the right to purchase multiple single units under our Reduced Initial Fee Offering. If you are approved, you will pay $29,500 for each unit purchased.

3.1.2.3. A Franchised Business granted under our Reduced Initial Fee Offering is not eligible for financing through a promissory note.

3.1.3. If you are awarded the right to increase your Protected Territory through the purchase of a territory with more than 35,000 individuals over the age of 65, you will pay the Initial Franchise Fee as selected above plus each additional Senior awarded multiplied by $1.98.

3.1.4. If you are a new Franchisee and purchase an existing Franchised Business, or if you are an existing Franchisee, and purchase another existing Franchised Business, you will pay us a non-recurring initial resale franchise fee of $20,000 ("Resale Fee"), payable upon execution of this Agreement.

3.1.5. At our discretion, we may offer qualified candidates the right to purchase and convert a currently operating independent home care business into a ComForCare franchise ("Conversion Program"). We may, but are not obligated, to reduce the initial franchise fee for a converted franchise based on such factors as the length of time you have been in business and revenue being generated. Please see the Conversion Addendum (Addendum H) for additional information.

3.1.6. If you have signed a deposit agreement or promissory note in favor of us for a portion of the initial franchise fee, you will pay to us the portion that has not been financed. The initial franchise fees are fully earned and are non-refundable in consideration of administrative and other expenses incurred by us in granting the Franchised Business.

3.1.7. *Protected Territory Change Fee*. We reserve the right to charge you a $5,000 Protected Territory Change Fee in the event you unilaterally request that we change your Protected Territory as granted after this Agreement is executed, you may be subjected to a $5,000 Protected Territory Change Fee. Please note, we are not obligated to change your Protected Territory but if your request is denied, no fee will be charged.

3.2. Gross Sales. In this Agreement, "Gross Sales" means the aggregate amount of all sales and services, and the aggregate of all charges for all services performed (including service charges in lieu of gratuity), whether for cash, on credit or otherwise, made and rendered in, about, or in connection with the Franchised Business, including revenue derived from sales of personal response systems, mileage charged to clients, and all proceeds from any business interruption insurance. The term Gross Sales does not include any federal, state, municipal, or other sales, value added, or retailer's excise taxes paid or accrued by you. The term Gross Sales may not be modified for uncollected accounts. Gross Sales is further defined to mean all revenues or receipts of any kind derived from the operation of the Franchised Business, including all services provided as a direct or indirect consequence of use of our Proprietary Marks or any aspect of the System. For purposes of the Royalty Fee, the General Marketing Fee, and the National Advertising Fee, the sale is made at the earlier of delivery of service, or receipt of payment.

3.3. Sales Reporting. You are required to provide us a Gross Sales report ("Gross Sales Report") no later than 5 days subsequent to the end of each bi-weekly billing period, based on your Gross Sales for that billing period. Gross Sales has the meaning ascribed to it in Section 3.2. The Gross Sales Report must contain an itemization of the Gross Sales for the preceding reporting period, as well as any other information required by us. You must provide us the Gross Sales Report via electronic submission, or as otherwise specified by us. You must provide us your Gross Sales Report even if you have no revenue to show for the period (this includes new franchisees who have just opened). We also expressly reserve the right to electronically pull any sales information or data from the operational software at any time. In addition, you will allow us unencumbered access to your electronic databases. We will automatically deduct the Royalty Fees, National Advertising Fees, and General Marketing Fee indicated on the auto-report(s) from your bank account via EFT five (5) days from the date the auto-report(s) is generated.

3.4. Billing Cycles. Unless we authorize you in writing to the contrary, you must utilize bi-weekly billing cycles.

3.5. Ongoing Fees. ("Open Date" as used in this Agreement is defined in Section 5.3)

3.5.1. *Royalty Fee*. During the term of the Franchise Agreement, you will pay us the following non-refundable, bi-weekly Royalty Fee via EFT:

ROYALTY FEE CALCULATION		
TIME PERIOD	**BI-WEEKLY ROYALTY FEE**	
	STANDARD OFFERING	**REDUCED INITIAL FEE OFFERING**
Open Date through the 2nd Month of Operation	5% of Gross Sales	6% of Gross Sales
3rd Month of Operation through the 12th Month of Operation	Greater of $250 or 5% of Gross Sales	Greater of $300 or 6% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $500 or 5% of Gross Sales	Greater of $600 or 6% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $750 or 5% of Gross Sales	Greater of $900 or 6% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $1,000 or 5% of Gross Sales	Greater of $1,200 or 6% of Gross Sales
49th Month of Operation through the 60th Month of Operation	Greater of $1,250 or 5% of Gross Sales	Greater of $1,500 or 6% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $1,500 or 5% of Gross Sales	Greater of $2,100 or 7% of Gross Sales

3.5.1.1. The bi-weekly Royalty Fee for a Conversion Franchisee is determined at the time of the conversion.

3.5.1.2. This "Royalty Fee" is an ongoing payment that allows you to use the Proprietary Marks and the other intellectual property of the System, which pays for our ongoing support and assistance.

3.5.2. *General Marketing Fee*. During the term of the Franchise Agreement, you will pay us the following non-refundable, bi-weekly General Marketing Fee via EFT:

GENERAL MARKETING FEE SCHEDULE	
TIME PERIOD	**GENERAL MARKETING FEE**
Open Date through the 2nd Month of Operation	1% of Gross Sales
3rd Month of Operation through the 12th Month of Operation	Greater of $50 or 1% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $100 or 1% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $150 or 1% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $200 or 1% of Gross Sales
49th Month of Operation through the 60th Month of Operation	Greater of $250 or 1% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $300 or 1% of Gross Sales

The bi-weekly General Marketing Fee for a Conversion Franchisee is determined at the time of the conversion.

3.5.2.1. The General Marketing Fee is in place to support the marketing services provided to franchisees, including onboarding of new franchisees, continuing support and training for existing franchisees, including HelpDesk ticket management and servicing specific graphic design, content creation and website update requests. This also includes the expenses associated with specific marketing content creation, including but not limited to brochure, collateral, direct mail, and social media. This also includes the reasonable salaries, benefits and expenses of personnel who create manage and support these programs, not only the subject matter experts in the marketing department but those on the leadership team and in other departments, e.g., legal department involved in reviewing marketing related contracts, finance department involved with budgeting and invoicing related to marketing programs.

3.5.2.2. The General Marketing Fees collected will not be used for advertising or marketing activities whose principal purpose is to solicit new franchisees.

3.5.2.3. We have the sole right to determine contributions and expenditures from the General Marketing Fees collected and the sole authority to determine the selection of the materials, initiatives, and programs created or utilized by these fees. We are not required to spend any amount of General Marketing Fees collected in your Protected Territory and not all franchisees will benefit directly or on a pro rata basis from these expenditures.

3.5.2.4. All General Marketing Fees collected may be deposited in our general operating account and may be commingled with the general operating funds and are neither held in a "trust" nor do we hold them as a fiduciary or in a similar special capacity or relationship.

3.5.2.5. We may engage a third-party agency or agencies to assist with these materials, initiatives, and programs in addition to our own in-house efforts. We may retain the services for, or purchase from, one or more of our Affiliates to provide the services and products in connection with these materials, initiatives, and programs.

3.5.3. *National Advertising Fee*. During the term of the Franchise Agreement, you will pay us the following non-refundable, bi-weekly National Advertising Fee via EFT:

NATIONAL ADVERTISING FEE SCHEDULE	
TIME PERIOD	**NATIONAL ADVERTISING FEE**
Open Date through the 2nd Month of Operation	1% of Gross Sales
3rd Month of Operation through the 12th Month of Operation	Greater of $50 or 1% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $100 or 1% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $150 or 1% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $200 or 1% of Gross Sales
49th Month of Operation through the 60th Month of Operation	Greater of $250 or 1% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $300 or 1% of Gross Sales

3.5.3.1. The bi-weekly National Advertising Fee for a Conversion Franchisee is determined at the time of the conversion.

3.5.4. *Client Management Software Fee*. During the term of this Franchise Agreement, you will pay us via EFT a non-refundable monthly Client Management Software fee of $450. We reserve the right to increase this fee with 30 days written notice. Please see Section 13 for more information regarding your technology obligations.

3.5.5. *Technology Fee*. During the term of this Franchise Agreement, you will pay us via EFT a non-refundable monthly Technology Fee of $100. This fee covers the costs associated with the technologies that are utilized in the operation of your Franchised Business such as, but not limited to: learning management systems, recruiting software, and client satisfaction software. You will begin paying this fee the earlier of the first use of any of the software or when you open your Franchised Business. We reserve the right to increase this fee in the event we offer updated or additional software or technology for use in the Franchised Business. Please see Section 13 for more information regarding your technology obligations.

3.5.6. *Google Workspace® Fee*. You and your key employees are required to utilize Google's Google Workspace® as your email platform. During the term of this Franchise Agreement, you will pay us a non-refundable monthly Google Workspace Fee of $16.50 (plus applicable taxes, if applicable) per Google Workspace account via EFT. You will be assigned an account within two weeks of the execution of this Agreement with the payment of this fee beginning at that time. We reserve the right to increase this fee (per Google Workspace license) with 30 days written notice.

3.5.7. *Telehealth Fees*. You will be required to participate in client directed telehealth programs. The fees vary but may be up to $500 per month. These fees are currently paid directly to the approved telehealth provider and are generally due monthly. We reserve the right to change the approved telehealth provider at any time as well as increase any associated fee with 30 days written notice.

3.6. Payment of Fees. Unless we specify otherwise, in writing:

3.6.1. *Method of Payment*. All payments required, or amounts owed, under this Franchise Agreement, will be made by automated clearing house ("ACH") payments via electronic funds transfer ("EFT") to an account specified by us. You will furnish us, and/or our payee, with such information and authorizations as may be necessary to permit such persons to make withdrawals by ACH via EFT (please see Addendum D – EFT Form). You agree to bear all expenses associated with such authorizations and payments. We have

the right to periodically specify (in the "Manual," or otherwise in writing) different payees and/or payment methods, such as, but not limited to, weekly payment, bi-monthly payment, monthly payment by auto-draft, credit card, and payment by check. If you make any payment to us by credit card for any fee required, we will charge a service charge of up to four percent (4%) of the total charge.

3.6.2. *Royalty Fees, General Marketing Fees, and National Advertising Fees*. We will automatically deduct the Royalty Fees, General Marketing Fees, and National Advertising Fees indicated on the Gross Sales Report from your bank account via EFT ten (10) days subsequent to the end of each bi-weekly billing cycle (or as updated in Manuals).

3.6.3. *Client Management Software Fees, Technology Fees and Google Workspace Fees*. We will automatically deduct the Client Management Software Fees, Technology Fees, and the Google Workspace Fees from your bank account via EFT on the 15th day of each month for the previous month's use of our Technology and Google Workspace (or as updated in our Manuals).

3.6.4. *Late Payments*. Any payment owed under this Agreement not made by the due date will be deemed overdue. In the event any payment owed to us is overdue, we have the right to automatically debit via EFT those fees from your account based on the higher of: (i) the minimum fees owed per this Section 3; (11) the actual fees owed as calculated by our software or this Section 3; or (iii) an estimate based on your previous three Gross Sales Reports. In addition to the overdue amounts, you will pay us:

3.6.4.1. A late fee up to One Hundred Fifty ($150.00) Dollars per week for each individual payment past due; and

3.6.4.2. Interest on such amounts from the date such amounts were due until paid, at eighteen (18%) percent per annum, or the maximum rate permitted by law, whichever is less, calculated daily. Such interest will be in addition to any other remedies we may have under law or equity.

3.6.5. You agree to pay us, within fifteen (15) days, of any written request we make to you, that is accompanied by reasonable substantiating material, any monies which we have paid, or have paid on your behalf, for goods, services, fees, permits, taxes as provided in Section 8, or any other monies you owe to us for the development and/or operation of your Franchised Business and as required under this Agreement.

3.6.6. Despite any designation you make, we may apply your payments to your past due indebtedness to us. We may set off any amounts you and/or your guarantors, if applicable, owe us against any amounts we owe you and, at our option, we may pay your trade creditors out of any sum(s) otherwise due to you. You may not withhold payment of any amounts you owe us due to our alleged non-performance of any obligations under this Agreement. No endorsement or statement on any check or payment of any sum(s) less than the full sum(s) due to us will be construed as acknowledging payment in full and/or as an accord and satisfaction, and we may accept and cash such check and/or payment without prejudice for the right to recover any balance(s) due, and/or pursue any other remedy provided to us by this Agreement or by law and/or or in equity.

3.6.7. If any payment from you to us does not successfully convey funds due to insufficient funds, stop payment instructions, or any similar event, you must pay, upon demand, an insufficient funds fee of One Hundred Dollars ($100.00) Dollars per incident.

3.7. Late Reporting Fee. Any report owed to us under this Agreement not submitted by the due date will be deemed overdue. In the event any required report owed to us is overdue, we have the right to automatically debit via EFT a late reporting fee of up to $150.00 per report per week until the overdue reports are submitted. Please see Section 13.8 for additional information.

3.8. Annual Increase of Fixed Fees or Fixed Payments. We reserve the right to increase the amount of any fixed fee or fixed payment including, but not limited to, Technology Fees or Google Workspace Fees due us, or an affiliate, under the Agreement, or a related agreement. An Annual Increase to each particular fixed fee or fixed payment may occur only once during any calendar year and may not exceed the corresponding cumulative

percentage increase in the Index, since the date of this Agreement or, as the case may be, the date that the last Annual Increase became effective for the particular fixed fee or fixed payment being increased. Annual Increases will be made at the same time during the calendar year. "Annual Increase" means the increase in the amount of a fixed fee or fixed payment due us or an affiliate under a franchise agreement, area development agreement or a related agreement. "Index" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for all Items (1982-1984=100), not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Agreement, the other governmental index, or computation with which it is replaced, will be used to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

3.9. Fees Upon Resale or Renewal.

3.9.1. *Transfer*.

3.9.1.1. Transfer of a Standard Offering Franchised Business. If this Agreement is the result of a transfer resale of an existing Standard Offering Franchised Business, you will begin paying any fees owed to us (and upon verification of the transferring franchisee's financial statements), including Royalty Fee, General Marketing Fee, and National Advertising Fee, immediately as follows:

TRANSFER OF A STANDARD OFFERING FRANCHISED BUSINESS BILLABLE HOURS AND MINIMUM FEE CALCULATIONS		
IF THE TRANSFEROR'S AVERAGE BI-WEEKLY BILLABLE HOURS FOR THE 6 BILLING PERIODS PRIOR TO THE SALE WAS:	**THEN DURING YOUR FIRST YEAR OF OPERATION, YOUR MINIMUM BI-WEEKLY:**	
	ROYALTY FEE WILL START AT:	**GENERAL MARKETING FEE AND NATIONAL ADVERTISING FEE (EACH) WILL START AT** (Both Offerings)**:**
0-250 Bi-weekly Billable Hours	Greater of $250 or the Transferring Franchisee's Existing Royalty Fee Percentage	Greater of $50 or 1% of Gross Sales
251-500 Bi-weekly Billable Hours	Greater of $500 or the Transferring Franchisee's Existing Royalty Fee Percentage	Greater of $100 or 1% of Gross Sales
501-750 Bi-weekly Billable Hours	Greater of $750 or the Transferring Franchisee's Existing Royalty Fee Percentage	Greater of $150 or 1% of Gross Sales
751-1000 Bi-weekly Billable Hours	Greater of $1000 or the Transferring Franchisee's Existing Royalty Fee Percentage	Greater of $200 or 1% of Gross Sales
1001-1250 Bi-weekly Billable Hours	Greater of $1250 or the Transferring Franchisee's Existing Royalty Fee Percentage	Greater of $250 or 1% of Gross Sales
1251 or Greater Bi-weekly Billable Hours	Greater of $1500 or the Transferring Franchisee's Existing Royalty Fee Percentage	Greater of $300 or 1% of Gross Sales
EACH SUBSEQUENT YEAR OF OPERATION WILL FOLLOW THE FEE SCHEDULES IN SECTION 3.5.1.		

EXAMPLE – STANDARD OFFERING:		
TRANSFEROR'S 6 AVERAGE BI-WEEKLY BILLABLE HOURS FOR THE PREVIOUS 6 BILLING PERIODS IS 650 HOURS	**ROYALTY FEE WILL START AT:**	**GENERAL MARKETING FEE AND NATIONAL ADVERTISING FEE (EACH) WILL START AT:**
Your Contract Date through the 12th Month of Operation	Greater of $750 or 5% of Gross Sales	Greater of $150 or 1% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $1000 or 5% of Gross Sales	Greater of $200 or 1% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $1250 or 5% of Gross Sales	Greater of $250 or 1% of Gross Sales
37th Month of Operation through the Remaining Term	Greater of $1500 or 5% of Gross Sales	Greater of $300 or 1% of Gross Sales

3.9.1.2. Transfer of a Reduced Offering Franchised Business. If this Agreement is the result of a transfer resale of an existing Reduced Offering Franchised Business, you will begin paying any fees owed to us immediately upon the execution of this Agreement at the level and schedule as the transferring franchisee.

3.9.1.2.1. If you purchased your Franchised Business(es) under the Reduced Initial Fee Program, upon transfer, the transferee may not switch their Royalty Fee to the then lower Standard Offering rate. The transferee's franchise agreement, if so offered, will contain the fees associated with the then Reduced Initial Fee Offering Program.

3.9.2. *Sales Verification*. If you are the transferor under this Agreement, you must provide us any and all reports, tax returns, financial statements we deem necessary to determine your then annual sales so that we can properly align the transferee's fees.

3.9.3. *Renewal*. If this Agreement is the result of a renewal of the Franchised Business, you will begin paying any fees owed to us immediately, upon the execution of this Agreement, at the same performance level and schedule obtained under the previous Franchise Agreement, or at the same level and schedule of the then-current Franchise Agreement of similarly situated Franchised Businesses, whichever is greater.

3.9.3.1. If you purchase your Franchised Business(es) under the Reduced Initial Fee Program, upon renewal, you may not switch your Royalty Fee to the then lower Standard Offering rate. Your renewal agreement, if so offered, will contain the fees associated with the then Reduced Initial Fee Offering Program.

3.10. Unapproved Services Fee. In the event you utilize our Proprietary Marks, at our sole discretion, in the provision of unapproved services, you will pay us 1% of the Gross Sales you realize from the provision of said services upon the same frequency and terms as your Royalty Fees.

3.11. Referral Fees. If you refer a prospective franchisee directly to us, and the prospective franchisee is granted the right to purchase a Franchised Business, upon receipt of the full initial franchisee fee, we will pay you a $15,000 referral fee ("Referral Fee"). These referred prospective franchisees cannot be bound by any existing franchise broker and/or franchise referral program. In addition, you, or your immediate relatives, cannot have any ownership, or equity, in the prospective franchisee's proposed Franchised Business. The Referral Fee is not available for the state of Washington and the resale of existing Franchised Businesses. We reserve the right to offer, modify, withdraw, or reinstate any referral program in the future without notice to you.

4. OUR RESPONSIBILITIES

4.1. The Manual. Subject to Section 10 below, we will loan you, or otherwise make available to you, one (1) copy of our confidential brand standards manual (the "Manual"), which may exist in various parts, locations, and formats and may, at our sole discretion, include a combination of audio, video, written material, electronic media, website content, and/or software components.

4.2. Initial Training.

4.2.1. The Managing Owner/s must attend and successfully complete our initial training program before you open your Business. "Managing Owner" means the Owner that you designate, and we approve who is primarily responsible for the daily management and supervision of the Business. "Owner" or "Owners" means any individual who owns a direct or indirect ownership interest in the Entity that is the franchisee under this Agreement. "Owner" includes both passive and active owners.

4.2.2. Our initial training is comprised of four phases. Phase One, Phase Three and Phase Four occur at your Approved Location or within your Protected Territory. Phase Two is conducted at our Corporate Headquarters however we expressly reserve the right to conduct this training remotely, within your Approved Location and/or Protected Territory via eLearning and Virtual Classes. You must successfully complete Phase One, Phase Two and Phase Three of the training program prior to opening your Franchised Business.

4.2.2.1. Phase One Training begins once you have signed your franchise agreement and is estimated to take two to three weeks to complete. Phase One Training is comprised of self-study/online study wherein you are provided certain Manuals related to the home care industry and the operations of a home care agency.

4.2.2.2. Phase Two Training occurs in our Corporate Headquarters and lasts approximately 10 business days over two contiguous weeks. However, we expressly reserve the right to conduct this training remotely via eLearning and Virtual Classes. You may not attend Phase Two training until you have completed Phase One Training (to our satisfaction, at our sole discretion) and have received written permission from us to attend the Phase Two Training at our corporate headquarters. For the avoidance of any doubt, only members of our training team can determine your readiness to attend Phase Two training and no travel plans of any sort should be made prior to this approval.

4.2.2.2.1. If you are located in a state that requires home care licensure, you should plan on attending this Phase Two training no earlier than two (2) months prior to your expected licensure date. You are solely responsible for the compensation, travel costs, and expenses of lodging, transportation and meals incurred in connection with attending the training program or any supplemental training programs.

4.2.2.2.2. If you currently own a Franchised Business, and purchase an additional territory, we reserve the right to require that you attend, at your sole expense, Phase Two Training.

4.2.2.3. If you cannot, or do not, complete the first two phases of training to our satisfaction, we may, in addition to any other remedies available to us, terminate this Agreement.

4.2.2.4. Phase Three training lasts approximately 2.5 weeks and occurs within your Approved Location or Protected Territory. You are responsible for all expenses incurred in connection with this phase of training.

4.2.2.5. Phase Four Training consists of 32-40 hours of additional training, at our expense, in your Approved Location and/or Protected Territory via a mix of in-person training (if allowed), eLearning, and Virtual Classes. Phase Four Training occurs after you have: completed the first three phases of training, received and provided us a copy of your state licensure, if applicable, have the proper

administrative and trained staff in place, as required under Section 5.16 & 5.17 and are actively hiring caregivers, and seeking clients. The 32-40 hours may not be contiguous. If you have purchased multiple single unit franchises, we are only obligated to provide these 32-40 hours of on-site training for all your territories combined. This on-site assistance may be reduced if you refuse to accept visits based on the travel schedule made available by our staff. If you cancel a scheduled visit, this cancellation will count towards eight of the 32-40 hours.

4.2.3. If you currently own a Franchised Business, and purchase an additional territory, we are not obligated to provide you this additional 32-40 hours of on-site support.

4.3. Private Duty Nursing ("PDN")

4.3.1. *Private Duty Nursing Approval*. Once you have completed one operational year in business or once you have achieved gross sales of at least $500,000 per year, you may seek approval from us to begin providing PDN services within your Protected Territory. This statement is not meant to be, nor is our approval (if so granted), a representation that you will achieve, or should expect to achieve, gross sales of $500,000 per year or any other particular level of gross sales. If we grant you permission to provide PDN services, a necessary condition of such approval is that you must employ a dedicated Director of Clinical Services (i.e., a nurse) to assist in the administration of the PDN services you provide.

4.3.2. *PDN Training*. Your Director of Clinical Services must attend the PDN training. Failure to hire a Director of Nursing and, thereafter, continuously employ a dedicated Director of Clinical Services (and have this individual attend PDN training) may result in a suspension of your right to continue to provide PDN services. You must pay all travel and lodging expenses incurred by yourself, your employees or attendees in connection with any PDN training.

4.3.3. We currently anticipate that the PDN Training will consist of:

4.3.3.1. Approximately two to four hours of webinar / courses that can be completed remotely;

4.3.3.2. PDN training; and

4.3.3.3. Two to three-day training held at our corporate headquarters. You are responsible for all costs and expenses of lodging, transportation, and meals, including compensation, while attending. As both clinical and operational topics are covered, it is required that the Director of Clinical Services attend the same PDN training as the owner(s) and/or administrator;

4.3.4. In addition to the above PDN Training, a field visit may be requested, if additional PDN support is needed. We reserve the right to pass all travel costs and expenses of lodging, transportation, and meals on to you for this level of support.

4.4. If, during any training program, we determine that any proposed manager is not qualified to manage the Franchised Business, we will notify you and you must select and enroll a substitute manager, that is suitable to us, in the training program.

4.5. Rise-Up Meetings. If so offered, during your first six months of operation, you will be expected to attend our remotely held bi-weekly new owner "Rise-Up" meetings. The purpose of these meetings is to help you set the stage to grow your business quickly and efficiently along with developing a sense of accountability amongst your peers.

4.6. We may periodically require that you (including, if applicable, your key employees) attend additional training programs we offer and designate in the Manual, or otherwise in writing, and at the times and places we designate ("Additional Training"). Attendance at Additional Training will be at your sole expense, which is currently Three Hundred Fifty ($350.00) Dollars per day. In addition, you are solely responsible for all costs and expenses of lodging, transportation, and meals, including compensation with attending Additional Training.

4.7. Ongoing Assistance.

4.7.1. We will furnish you guidance in connection with the operation of the Franchised Business as we deem appropriate. Any guidance provided is intended to protect our Proprietary Marks, goodwill and brand consistency, and may be furnished to you in the form of manuals, bulletins, emails, other e-communications, or other written materials, telephonic consultations and/or consultations at our corporate headquarters, or at your Approved Location Franchised Business.

4.7.2. You agree and understand that we are not obligated to provide your employment related forms and documents and, therefore, any such forms so provided by us to you are only suggestions, templates, and samples. You are solely responsible for compliance with all federal and state labor matters including, but not limited to, wage and hour compliance. We neither dictate, nor control labor, or employment matters for you and your employees.

4.8. National Accounts Program.

4.8.1. We, and our affiliates, have the exclusive right, but not the obligation, to negotiate and enter into agreements or approve forms of agreements to provide services to National Accounts via our National Accounts Program. A "National Account" is a referral source that offers, on a local, statewide, national, or regional basis, the opportunity for franchisees in the applicable territory, geographic area or Protected Territory to provide any services and/or products to the referral sources, members, affiliates, or, however designated, other persons who have a similar relationship with that referral source ("National Account Client.") Any dispute as to whether a particular customer is a National Account will be determined by us and our determination will be final and binding.

4.8.2. If you meet the operational and performance standards (as determined by us at our sole discretion), you may elect to participate in our National Accounts Program. Once enrolled, you must service any National Account client referred to you in accordance with the National Account Agreement and the guidelines set forth in the Manual.

4.8.3. We make no guarantees or promises that you will receive any referrals or generate any revenue through your participation in our National Accounts Program.

4.8.4. You understand that certain National Accounts may charge an enrollment fee and/or ongoing enrollment fees, and that the payment of such fees is solely your responsibility.

4.8.5. If you are in default of any terms of this Agreement, or if you fail to meet the operational and performance standards (as determined by us at our sole discretion); we may remove you from specific National Accounts, or the entire National Accounts Program.

4.8.6. If you elect not to enroll in a specific National Account's program or the entire National Accounts Program, or if you fail to provide services to a National Account Client in conformity with the terms and conditions of the National Account Agreement or the Manual, we have the right to:

4.8.6.1. Terminate this Agreement in accordance with Section 15; and/or

4.8.6.2. Directly provide services to the National Account Client within the Protected Territory on the terms and conditions contained in the National Accounts Agreement; and/or authorize another franchisee, licensee, or agent of ours to provide services to the National Account Client within the Protected Territory on the terms and conditions contained in the National Account Agreement; and/or

4.8.6.3. Contract with a third-party to provide services to the National Account Client within the Protected Territory on the terms and conditions contained in the National Accounts Agreement.

4.8.7. Neither the direct provision by us or another franchisee, licensee, or agent of ours, of services to National Account Clients as authorized above, will constitute a violation of your territorial exclusivity, even if such services are delivered from a location within your Protected Territory. You disclaim any compensation or consideration for work performed by others in the Protected Territory pursuant to this section.

4.8.8. You acknowledge and agree that we have the right to delegate to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted: (i) the performance of any portion or all of our obligations under this Agreement; and (ii) any rights that we have under this Agreement.

5. YOUR RESPONSIBILITIES

5.1. Standards.

5.1.1. You understand and acknowledge that every detail of the System and the operation of your Franchised Business are essential to you, us, and other franchisees in order to: (i) develop and maintain quality operating standards; (ii) increase the demand for the products and services sold by all franchisees operating under the System; and (iii) protect our reputation and goodwill. You will maintain our high standards with respect to services, products, and operations.

5.2. Site Selection.

5.2.1. You are responsible for all costs, liability, and expenses for locating, selecting, procuring, obtaining, developing, constructing, and equipping, a site at your Approved Location for the Franchised Business within the Protected Territory that conforms with our then-current System Standards. You acknowledge our rendering of assistance in selection of a site does not constitute a representation, promise, warranty or guarantee, expressed or implied, by us that the Franchised Business operated at Approved Location site will be profitable or otherwise successful.

5.2.2. If you are located in a state that requires some sort of home care licensure or private duty licensure, you should expect to obtain an office lease prior to attending Phase Three training.

5.2.3. You will use and occupy your office premises solely for the operation of the Franchised Business and, unless we otherwise approve in writing, you will refrain from using or permitting the use of the premises for any other purpose or activity. As used in this paragraph, the term "premises" will include the grounds surrounding the Franchised Business.

5.2.4. If the Franchised Business' Approved Location is damaged or destroyed by fire or any other casualty, you must initiate repairs or reconstruction or relocate within thirty (30) days of such damage or destruction.

5.3. Development and Opening of the Franchised Business.

5.3.1. You agree to complete the development and open ("Open Date") your Franchised Business as follows:

5.3.1.1. *If your state does not require a home care license*. We will deem your Open Date the earlier of:

5.3.1.1.1. 30 days after successful completion of Phase Two Training;
5.3.1.1.2. The commencement of any revenue generating activities; or
5.3.1.1.3. 120 days from the Contract Date of your Franchise Agreement.

5.3.1.2. *If your state requires a home care license*. You must submit your home care license application within 45 days of your Contract Date of the Franchise Agreement.

5.3.1.2.1. If you fail to submit your home care license application timely, your Open Date, for the purpose of the payment of any fees and related obligations you may have under this Agreement, will be deemed the earlier of:

5.3.1.2.1.1. 30 days after successful completion of Phase Two Training;
5.3.1.2.1.2. The commencement of any revenue generating activities; or
5.3.1.2.1.3. 120 days from the Contract Date of your Franchise Agreement.

5.3.1.2.2. If you submit your home care license application within 45 days of your Contract Date, your Open Date will be deemed the earlier of:

5.3.1.2.2.1.1. 30 days after successful completion of Phase Two Training;
5.3.1.2.2.1.2. 30 days after the receipt of your home care license; or
5.3.1.2.2.1.3. The commencement of any revenue generating activities.

5.3.1.2.3. Regardless of the occurrence of these events, you will be deemed open for the purpose of the payment of any fees and related obligations you may have under this Agreement no later than 270 days from the Contract Date

5.3.1.3. *Submission of Home Care/Companion License*. If your state requires that you obtain a home care license and/or a companion license prior to servicing clients, you agree that you will submit the license application within 45 days of the Contract Date with failure to do so being deemed a material default of this Agreement.

5.3.2. You will keep your Franchised Business open and in normal operation for at least such minimum hours and days as we specify in the Manual, or otherwise in writing, and as may be required by the lease for your Approved Location.

5.3.3. You agree to use your best efforts to have the Franchised Business' telephone answered by a "live" person during normal daytime working hours and implement a program to manage after business hours phone coverage.

5.4. Minimum Performance Requirements. To maintain the exclusivity of your area and retain your business, you must attain and maintain, at the following "Minimum Performance Requirements:"

MINIMUM BILLABLE HOURS	
TIME PERIOD	**YOU MUST ACHIEVE AND MAINTAIN AT LEAST...**
Open Date through the 12th Month of Operation	250 bi-weekly billable hours
13th Month of Operation through the 24th Month of Operation	500 bi-weekly billable hours
25th Month of Operation through the 36th Month of Operation	750 bi-weekly billable hours
37th Month of Operation through the 48th Month of Operation	1000 bi-weekly billable hours
49th Month of Operation through the 60th Month of Operation	1250 bi-weekly billable hours
61st Month of Operation through the Remaining Term	1500 bi-weekly billable hours

5.4.1. The minimum performance requirements for a transferred franchised business are determined as follows:

MINIMUM PERFORMANCE REQUIREMENT – TRANSFERS	
IF THE TRANSFEROR'S AVERAGE BI-WEEKLY BILLABLE HOURS FOR THE 6 BILLING PERIODS PRIOR TO THE SALE WAS:	**THEN DURING YOUR FIRST YEAR OF OPERATION, YOU MUST ACHIEVE AND MAINTAIN…**
0-250 Bi-weekly Billable Hours	250 bi-weekly billable hours
251-500 Bi-weekly Billable Hours	500 bi-weekly billable hours
501-750 Bi-weekly Billable Hours	750 bi-weekly billable hours
751-1000 Bi-weekly Billable Hours	1000 bi-weekly billable hours
1001-1250 Bi-weekly Billable Hours	1250 bi-weekly billable hours
1251 or Greater Bi-weekly Billable Hours	1500 bi-weekly billable hours
EACH SUBSEQUENT YEAR OF OPERATION WILL FOLLOW THE SCHEDULES IN SECTION 5.4.	

EXAMPLE:	
TRANSFEROR'S 6 AVERAGE BI-WEEKLY BILLABLE HOURS FOR THE PREVIOUS 6 BILLING PERIODS IS 650 HOURS	**THEN DURING YOUR FIRST YEAR OF OPERATION, YOU MUST ACHIEVE AND MAINTAIN…**
Your Contract Date through the 12th Month of Operation	750 bi-weekly billable hours
13th Month of Operation through the 24th Month of Operation	1000 bi-weekly billable hours
25th Month of Operation through the 36th Month of Operation	1250 bi-weekly billable hours
37th Month of Operation through the Remaining Term	1500 bi-weekly billable hours

5.4.2. For any renewal term, you must attain and maintain the highest Minimum Performance Requirements indicated above for the operation of the Franchised Business by the first month of the renewal term.

5.4.3. The minimum performance requirements for Conversion Franchises are determined at the time of or conversion.

5.4.4. Failure to achieve and maintain the Minimum Performance Requirement will automatically result in the forfeiture of the right to the Protected Territory granted to you in this Agreement and provide us the absolute right to grant additional ComForCare franchises within the Protected Territory, operate Franchised Businesses within the Protected Territory, or unilaterally reduce the geographic scope of your Protected Territory. In addition, your failure to achieve and maintain the Minimum Performance Requirements constitutes a material default of this Agreement and provides us with the immediate right to terminate this Agreement without opportunity to cure.

5.4.5. The designated levels of minimum billable hours do not imply that you will achieve these amounts or any other amounts within any certain time frame.

5.5. You will purchase and install, at your expense, and will maintain in sufficient supply and use at all times, only such fixtures, furnishings, equipment, signs, and supplies which conform to our standards and specifications as set forth in the Manual, or otherwise by us, in writing; and will refrain from using non-conforming items. If you are granted your Franchised Business via a resale, you are required to update your fixtures, furnishings, equipment, signs, and supplies, at your own expense, to our then-current brand standards within six (6) months of the Contract Date of this Agreement.

5.6. You acknowledge and agree that we have the absolute right to determine the scope of permissible services to be offered by you in your Franchised Business. You will sell, or offer for sale, those products and services we have expressly approved for sale in the Manual, or otherwise in writing, and will discontinue selling any products or services which we, at our sole discretion, determine may adversely affect the System or are no longer appropriately part of the System; and will refrain from offering any unapproved products or services.

5.7. You acknowledge and agree that we may periodically, at our sole discretion, revise the Manual to incorporate System changes. You will implement any System changes upon receiving notice from us of such changes and will complete their implementation within such time as we may reasonably specify.

5.8. You will purchase all products, equipment, supplies, and materials used or sold by your Franchised Business solely from suppliers (including manufacturers, wholesalers, and distributors) who demonstrate, to our continuing reasonable satisfaction, the ability to meet our reasonable standards and specifications for such items; who possess adequate quality controls and capacity to supply your needs promptly and reliably; whose approval would enable the System, at our sole opinion, to take advantage of marketplace efficiencies; and who have been approved by us in the Manual, or otherwise, in writing, and not thereafter disapproved. If you want to make purchases from a supplier who has not been approved, you will submit a written request to us to approve the proposed supplier with evidence of conformity to our specifications as we may reasonably require. We may revoke approval of any supplier at any time if we determine, at our sole discretion, that the supplier no longer meets our standards. Upon receipt of written notice of such revocation, you will cease purchasing from any disapproved supplier, and cease selling such supplier's disapproved products and/or services.

5.9. Certified Senior Advisor. We recommend, but do not require, that you obtain certification as a Certified Senior Advisor ("CSA") as granted through the Society of Certified Senior Advisor. CSA certification is offered through online and live classroom settings. It consists of approximately 60 hours of home study.

5.10. essentialALZ Certification. You and at least one other individual involved in the operation of your Franchise Business must obtain and thereafter maintain throughout the duration of your Franchise Agreement the Alzheimer's Association's essentialALZ certification. The price of the certification exam is currently $55 per exam, per person, is payable directly to the Alzheimer's Association, and has to be renewed bi-annually. The Alzheimer's Association may increase the cost associated with this certification at any time without warning.

5.11. You will maintain your Franchised Business in a clean, wholesome, orderly condition, and in excellent repair; and, at your expense, and in a timely manner, perform any required maintenance, or repairs, as we may reasonably direct by written notice to you. No alcohol, drugs, or pets (other than animals required for the health of your customers or employees, or as otherwise required by law, i.e., service dogs) are permitted at your Franchised Business, and the Approved Location will not be used for child care, babysitting, or similar activities.

5.12. We will conduct, when, and as frequently as we deem advisable, inspections of your business premises and evaluations of your Franchised Business' management and operations, to assist you and to maintain the System's standards of quality, appearance, and service. We are not required to provide you any notice prior to conducting such inspections or evaluations. You will cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request; and, upon written notice from us and/or our agents,

and without limiting our other rights under this Franchise Agreement, will promptly correct any deficiencies discovered during any such inspection.

5.13. Conferences and Meetings.

5.13.1. *Annual Conference*. You are required to attend the Annual Conference. In the event you are unable to attend the Annual Conference, you may send an employee who has been approved for attendance by us. The Annual Conference fee can be up to $1,000.00 per person for the first two (2) attendees and up to $500.00 per attendee thereafter, payable upon your registration for the Annual Conference (typically registration is done online sixty (60) days in advance of the Annual Conference). In the event you, or an approved employee, do not attend the Annual Conference, you will be charged a $2,500.00 absentee fee ("Annual Conference Absentee Fee") via ACH, ten (10) days after the missed Annual Conference concludes. We may increase the Annual Conference fee with ninety (90) days' written notice prior to the Annual Conference. All Annual Conference attendees are responsible for paying their own travel costs and expenses of lodging, transportation, and meals. We reserve the right to not hold an Annual Conference.

5.13.2. *Regional Meetings*. You are required to attend one (1) Regional Meeting a year. In the event you are unable to attend a Regional Meeting, you may send an employee who has been approved for attendance by us. The Regional Meeting fee can be up to $350.00 per person, payable upon your registration for the Regional Meeting (typically registration is done online sixty (60) days in advance to the Regional Meeting). In the event you, or an approved representative, do not attend the Regional Meeting, you will be charged a $750.00 absentee fee ("Regional Meeting Absentee Fee") via ACH, ten (10) days after the last Regional Meeting concludes. We may increase the Regional Meeting Fee with ninety (90) days' written notice prior to the Regional Meeting. All Regional Meeting attendees are responsible for paying their own travel costs and expenses of lodging, transportation. and meals. We reserve the right not to hold Regional Meetings.

5.13.3. *Compliance and Attendance*. We reserve the right to not allow you to attend any conference or meeting we conduct throughout the year if you are not in compliance, at our sole discretion, with this Franchise Agreement. You will not be charged an absentee fee if you are so disinvited.

5.14. Benchmarking Survey. We require that you, if open for at least six (6) months (and thereafter), participate in an annual benchmarking survey. The survey is comprised of, but is not limited to, questions regarding the Franchised Business' operational standards, marketing efforts, referral sources, and financial performance. If you do not participate in, and accurately complete, the benchmarking survey by the due dates provided, you will be assessed a fee of $1,000.00 per territory, payable by ACH ten (10) days after the survey's due date. Benchmarking surveys are generally requested of you once a calendar year, but we expressly reserve the right to require the participation in a second survey during a calendar year with thirty (30) days' written notice.

5.15. You must, at all times, faithfully, honestly, and diligently perform your obligations, and continuously exert your best efforts, to promote and enhance the operation of your Franchised Business. The person who is responsible for the day-to-day supervision of your Franchised Business (i.e., the managing partner or shareholder) must assume responsibilities on a full-time basis and must not engage 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. This individual, if not you, must also satisfactorily complete our training program, in our sole opinion.

5.16. You will maintain a competent and conscientious, administrative and trained staff, and will take such steps as are necessary to ensure your employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as we may periodically establish in the Manual, or otherwise, in writing. We will not have the power to hire or fire your employees. You alone are responsible for all employment decisions and functions of your Franchised Business, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour

requirements, personnel policies, benefits, record keeping, supervision, and discipline of employees, regardless of whether you have received advice from us on these subjects or not. All employees working for you will be your employees alone, and will not, for any purpose, be deemed our employees, or subject to our control, including with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state, or federal governmental agency. We will have no liability for any action or settlement related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, record keeping, supervision, and discipline of employees, and you agree to indemnify us for any such liabilities we may incur. You agree that any direction you receive from us regarding employment policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel well-versed in employment law.

5.17. Healthcare Staffing.

5.17.1. If you are awarded a single Franchised Business, we require that you personally supervise the Franchise Business full-time, as well as employ:

5.17.1.1. On a full-time basis, at least one other administrative or marketing employee. "Full-time" is defined as the expenditure of at least 35 hours of work per week, including vacation, sick leave, and other excused absences (a minimum of 70 hours weekly cumulatively between 2 individuals);

5.17.1.2. On a part-time basis, a dedicated caregiver recruiter preferably with previous administrative experience. Thereafter, once you achieve 500 bi-weekly billable hours, this position must be full-time; and

5.17.1.3. On a part-time contingent basis, a nurse for the purpose of providing clinical oversight to the agency's operations, training field caregivers, performing client assessments and supervisory visits, and for maintaining physician orders where physician orders are required to be maintained.

5.17.2. If you are awarded two Franchised Businesses, in addition to the staffing indicated above and prior to opening this second Franchised Business, you must employ:

5.17.2.1. One additional full-time employee in a key management position (e.g., Director of Marketing, Director of Recruiting, Director of Clinical Services, Director of Operations, etc.); and

5.17.2.2. On a full-time basis, a dedicated caregiver recruiter. You may elevate the caregiver recruiter outlined above to full-time status or hire an additional part-time dedicated caregiver recruiter.

5.17.3. If you are awarded any additional Franchised Businesses, you must employ for each additional Franchised Business:

5.17.3.1. One additional full-time employee in a key management position.

5.17.4. At all times you must have full-time marketing and sales coverage in each territory you purchase.

5.18. If, at any time, your Franchised Business is not being managed by you (or, if you are a limited liability or corporation, the managing member or shareholder), we may, but are not required to, immediately appoint a manager to maintain the operations of your Franchised Business for and on behalf of you. Our appointment of a manager of your Franchised Business does not relieve you of your obligations or constitute a waiver of our right to terminate this Agreement pursuant to Section 15. We will not be liable for any debts, losses, costs, or expenses incurred in the operations of your Franchised Business, or to any creditor of yours for any products, materials, supplies, or services purchased by your Franchised Business while it is managed by our appointed manager. We reserve the right to charge a reasonable fee for any such management services and to cease to provide management services at any time.

5.19. You must comply with applicable federal and state rules and regulations, including, but not limited to those promulgated from the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Title XIII of the American Recovery and Reinvestment Act of 2009 (also cited as "HITECH Act"). In order to comply with HIPAA and the HITECH Act, you and ComForCare will execute a Business Associate Agreement (Addendum F).

5.20. You will furnish to us, within three (3) days after receipt thereof, a copy of any notice alleging your default or failure to pay, on any loan, note, lease, or other instrument related to the operation of your Franchised Business, or a copy of any notice alleging your failure to comply with any law, ordinance, or regulation. You also will notify us, in writing, within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of your Franchised Business.

5.21. You will collect, store, share with us, and use client data in the form and manner we prescribe. We have the right to specify, in the Manual, or otherwise in writing, the types and amounts of required promotional activities. We retain ownership of all clients and their data related to your Franchised Business.

5.22. You have the right to offer your goods and services at any prices. Any list or schedule of prices we may furnish to you will be deemed a suggestion only, and you will have the right, in your sole discretion, to accept or reject any such suggestion.

5.23. You agree that you will not own, maintain, operate, engage in, or have any financial, or beneficial interest in (including any type of interest in corporations, partnerships, limited liability companies, trusts, unincorporated associations, joint ventures, or other entities), advise, assist, divert, or attempt to divert, any business or customer, or make loans to any Competitive Business. For purposes of this Agreement, the term "Competitive Business" means any other business that: (a) is substantially similar to the business then engaged or being promoted in by ComForCare Home Care businesses; or (b) provides any sort of home care, home health, private duty nursing, or senior placement services consulting. "Consulting" includes any business wherein you assist individuals or businesses in obtaining health care licensure, accreditation, certification, or registration or assist individuals or businesses in the operations or marketing activities related to a home care, home health, private duty nursing, or senior placement agency.

5.24. You will not subordinate to any other obligation, your obligation to pay us any other fee or charge, whether under this Agreement, or otherwise.

5.25. You acknowledge and agree that exchanging information with us by e-mail or other e-communication is efficient and desirable for day-to-day communications and that we and you may utilize e-mail or other e-communication for such communications. You authorize the transmission of e-mail or other e-communication by us and our employees, vendors, and affiliates to you and any and all of your owners, officers, directors, and employees. You will contact us by telephone, e-mail, or other e-communication as soon as possible following any request by us for such communication. You will make reasonable efforts to be available by phone, email, other e-communication, or otherwise, as communication with us as requested or required.

5.26. Because complete and detailed uniformity under many varying conditions may not be possible or practical, you acknowledge we specifically reserve the right and privilege, as we consider best, at our sole discretion, to modify the System for any particular Franchised Business based upon circumstances we consider important to promote any Franchised Business' successful operation. We may choose not to authorize similar variations or accommodations to you or other franchisees.

5.27. You acknowledge and authorize us to use your likeness in photographs and other imagery in any and all of our publications, including printed and digital publications and imagery and on websites and/or social media. You agree and understand that any photographs and other imagery using your likeness will become our property and will not be returned. You agree and irrevocably authorize us to edit, alter, copy, exhibit, publish,

or distribute any photographs and other imagery of you for any lawful purpose. You agree and waive any rights to royalties or any other compensation related to our use of any photographs and other imagery of you. You agree to hold harmless, and forever discharge us, from all claims, demands, and causes of action which you may have in connection with this authorization.

5.28. Retaining clients for your Franchised Business will require you to have a high level of customer service and adhere strictly to and maintain the System. We may contact any client, or their authorized representative/s, at any time, for any purpose. Also, if we are contacted by a client, or their authorized representative/s, who wishes to lodge a complaint, we reserve the right to address the complaint in order to preserve goodwill and prevent damage to the brand.

5.29. By signing this Agreement, you appoint us, your true and lawful attorney-in-fact, with full power and authority, for the sole purpose of obtaining any and all returns and reports you file with any state and/or federal taxing authority. This power of attorney survives the expiration or termination of this Agreement. You also grant us the specific right to perform credit checks on you, as needed.

6. LICENSING, CERTIFICATION AND ACCREDITATION

6.1. Your state of operation may require that you obtain some form of licensure, certification, and/or accreditation before being allowed to provide the Approved Services. Obtaining these credentials can be a lengthy process, generally ranging from three (3) to nine (9) months, or even longer. In addition, your state of operation may require that you, or those you employ, have specific educational, professional, and health care experience.

6.2. You are solely responsible for researching and understanding your program's requirements as they relate to obtaining the necessary licensing, certification, and/or accreditation to provide the Approved Services. You are responsible for the implementation of any policy and procedure manuals, and related documents and forms, required to comply with any local, state, federal, provincial, and/or licensing body requirements. In addition, you are responsible for completing and submitting any necessary applications for these credentials. We will assist you by reviewing completed applications and make best practice suggestions.

6.3. Documentation of these credentials must be submitted to us upon your receipt.

6.4. Governmental Programs Provider Enrollment. You are solely responsible for researching and understanding available government programs (i.e., Medicaid waiver) that you believe may be beneficial to the growth of your Franchised Business, and comply with the terms and conditions of the Approved Services. In addition, you are responsible for completing and submitting any necessary provider enrollment forms and documents.

6.5. Accreditation. Accreditation, though not currently required, is recommended, with the exception of New Jersey, where accreditation is required (see below). You must utilize only those accreditation provider/s that we have approved. We expressly reserve the right to require that you obtain accreditation. If required, you will be expected to apply for accreditation within six (6) months of written notification by us.

Effective May 21, 2018, the state of New Jersey requires that home care providers obtain accreditation, and provides a 12-month period following the effective date for current Health Care Services Firms to come into compliance.

6.6. Local Counsel/Advisors/Consultants. We make no assurances that, upon review of various applications, documents, and/or Plans of Corrections, that they will be approved by the relevant licensing body, accrediting body, or governmental agency. You should seek the advice of local counsel/advisors to ensure compliance with all relevant regulations. We reserve the right to require that you seek the guidance of an outside third-party consultant related to licensing, accreditation, provider enrollment, surveys, or other purposes.

7. CUSTOMER AND LOCATION RESTRICTIONS

7.1. For the purposes of this section, "Customers" mean: (i) either individual clients receiving Approved Services within their residence; (ii) facilities in which you have a relationship to provide services to clients therein; or (iii) a third-party referral sources such as, but not limited to, skilled home health agencies, hospitals, hospices, etc.

7.2. This section has been implemented in order to protect the goodwill associated with the Proprietary Marks and the reputation of the System. The policies and procedures for marketing and sales activities outside any Protected Territories are established in the Manual or as communicated to you, in writing, periodically by us. In the event of a discrepancy between any customers and location restrictions in this Agreement, and in the Manuals, the Manuals will take precedence.

7.3. You are prohibited from soliciting, or providing services, to customers outside your Protected Territory, except as authorized. Services may only be provided within another Franchised Business' Protected Territory if that Franchise Business has granted you permission, in writing, to care or service any specific customers. You may be authorized by us in the Manual, or written communication, to provide services outside of your Protected Territory, if that area is not included in another Franchised Business' Protected Territory.

7.4. You may enter into cooperative marketing agreements, and sales activities with other Franchised Businesses in your, or their, Protected Territory's'.

7.5. You understand that third-party advertising, marketing, and/or recruiting sources (such as, but not limited to, phone book advertising, Penny Savers, direct marketing, facsimile, e-communications, online, internet, social media) do not necessarily recognize territorial designations. However, where possible, you must limit your advertising, marketing, and/or recruiting activities to the ZIP codes in your Protected Territory (e.g., your Google Ad Words or Pay-Per-Click campaign must be delineated by your Protected Territory's ZIP codes). Moreover, you may not list open ZIP codes with third-party advertisers, marketing, and/or recruiting sources.

7.6. If you are found, in our sole opinion, to have violated the customer and location restrictions found in this Agreement, or in the Manual, you will pay the affected franchisee Two ($2.00) Dollars for every billable hour that you have billed and continue to bill that customer. In addition, you will be subject to a penalty of up to Five Thousand ($5,000.00) Dollars for each customer specific infraction, payable to us. You are responsible (not us) for any payments, or penalties, owed to another franchisee for such infractions. We have no obligation to investigate or enforce this provision

7.7. In the event we assist in resolving an issue between two (2) or more franchisees regarding a violation of the customer and location restriction policy, we may charge the involved parties client resolution fees that are the greater of Five Hundred ($500.00) Dollars or Fifty ($50.00) Dollars per hour. These fees will be invoiced and payable via EFT ten (10) days from date of any corresponding invoices. We have no obligation to assist in the investigation of such matters.

7.8. You agree that, if you violate any provision of this Section, you may be liable to any affected franchisee for such violation. You, therefore, agree to defend, indemnify, and hold us harmless from all liability, cause of action, loss, cost, legal defense, expense, or any other damage arising out of, or as a result of, any violation of this Section, in law or in equity.

8. TAXES

8.1. We will not be liable for, and you will promptly pay to us, an amount equal to, any and all taxes levied, or assessed, including, but not limited to, unemployment taxes, sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on royalties paid out of state, or any similar taxes or levies, imposed upon, or required to be collected, or paid by us, by reason of:

8.1.1. Us furnishing products, services, and/or intangible property (including trademarks and trade names) to you;

8.1.2. Us purchasing, licensing, or leasing property, or property rights, provided by this Franchise Agreement for you; or

8.1.3. The operation of your Franchised Business.

8.2. You, and we, will file our own tax, regulatory, and payroll reports, and be responsible for all employee benefits, and workers compensation payments, with respect to our respective employees and operations, and we will save and indemnify one another from any and all liability of any nature whatsoever by virtue thereof. In the event of any bona fide dispute as to your liability for taxes assessed, or other indebtedness, you may contest the validity, or the amount of the tax or indebtedness, under the procedures of the taxing authority or applicable law. However, you will not permit a tax sale or seizure by levy of execution, or similar writ or warrant, or attachment by a creditor, to occur against your Approved Location, or any improvements thereon.

9. PROPRIETARY MARKS

9.1. We represent, with respect to the Proprietary Marks, that:

9.1.1. We own the Proprietary Marks;

9.1.2. We will take action reasonably necessary to preserve and protect the validity of the Proprietary Marks; and

9.1.3. We will permit you to use the Proprietary Marks only in accordance with the System and the standards and specifications attendant thereto which underlie the goodwill associated with and symbolized by the Proprietary Marks.

9.2. With respect to your use of the Proprietary Marks, you agree that:

9.2.1. You will use only the Proprietary Marks we designate, and will use them only in the manner we authorize and permit;

9.2.2. You will use the Proprietary Marks only for the operation of your, and only at your Approved Location, or in advertising for your Franchised Business, we approve;

9.2.3. Unless otherwise authorized, or required by us, you will operate, and advertise your Franchised Business, only under the name "ComForCare Home Care," without prefix or suffix;

9.2.4. You will identify yourself as an independent franchisee owner of your Franchised Business in conjunction with any use of the Proprietary Marks, or the operation of your Franchised Business, and will place a written notice to such effect in a form we approve and in a conspicuous location on your Franchised Business premises and any other location we deem appropriate, be they physical and/or online and/or in any other format;

9.2.5. Your right to use the Proprietary Marks is limited to such uses as authorized under this Franchise Agreement, and any unauthorized use will constitute an infringement;

9.2.6. You will not use the Proprietary Marks to incur any obligation or indebtedness on behalf of us;

9.2.7. You will execute any documents deemed necessary by us, or our affiliates, to obtain protection for the Proprietary Marks, or to maintain their continued validity and enforceability;

9.2.8. You will promptly notify us of any suspected unauthorized use of, or any challenge to the validity or use of, the Proprietary Marks. You acknowledge we (or the owner of the Proprietary Marks) will have the sole right to direct and control any administrative proceeding, or litigation, involving the Proprietary Marks, including any settlement thereof. We will have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We (or the owner of the Proprietary Marks) will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks under this Franchise Agreement. If we, at our sole discretion, determine you have used the Proprietary Marks under this Franchise Agreement, we will pay for such defense, including the cost of any judgment or settlement. If we, at our sole discretion, determine you have not used the Proprietary Marks under this Franchise Agreement, you will pay for such defense, including the cost of any judgment or settlement. If any litigation occurs relating to your use of the Proprietary Marks, you will execute any and all documents and do such acts as may, at our opinion, be necessary to carry out such defense or prosecution including, but not limited to, becoming a nominal party to any legal action. Except if such litigation results from your use of the Proprietary Marks in a manner inconsistent with this Franchise Agreement, we agree to reimburse you for your out of pocket litigation costs in cooperating with us with respect to the litigation; and

9.2.9. You will not use the Proprietary Marks (e.g., "ComForCare") as part of your corporate or other legal name, or as part of any Uniform Resource Locator (URL), social media, internet or website domain. (Addendum E - Domain Names)

9.3. You expressly understand and acknowledge that:

9.3.1. The Proprietary Marks are valid and identify the System, and those who operate under the System;

9.3.2. During the term of this Franchise Agreement, and after its expiration, or termination, you will not directly, or indirectly, contest the validity or ownership of the Proprietary Marks, nor take any other action which may jeopardize our interest therein, or our right to use and to license others to use, the Proprietary Marks;

9.3.3. Your use of the Proprietary Marks does not give you any ownership interest, or other interest in, or to the Proprietary Marks, other than the license granted by this Franchise Agreement;

9.3.4. Any and all goodwill arising from your use of the Proprietary Marks will inure solely, and exclusively, to the benefit of us and our affiliates and, upon expiration or termination of this Franchise Agreement, no monetary amount will be assigned as attributable to any goodwill associated with your use of the System or the Proprietary Marks;

9.3.5. We and our affiliates will have and retain the rights, among others: (i) to use the Proprietary Marks for selling products and services; (ii) to grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees; and (iii) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to you;

9.3.6. We reserve the right to substitute different proprietary marks for identifying the System and any Franchised Business if the Proprietary Marks no longer can be used or if we, at our sole discretion, determine that substitution of different proprietary marks will be beneficial to the System. In such circumstances, the use of the substituted proprietary marks will be governed by this Franchise Agreement, and we will not compensate you for such substitution, except, that if we must discontinue use of a Proprietary Mark based upon a court ruling, the Proprietary Mark infringes on another trademark, then we will bear only the costs of modifying your signs and advertising materials to conform to our new proprietary marks. You will implement any such substitution promptly; and

9.3.7. We are not obligated to remove any prior franchisee listings from third-party websites or platforms (e.g., Google) but, where possible, and upon written request, will try to do so.

9.4. We may co-brand one or more concepts with our Proprietary Marks ("Dual Branding"). Dual Branding may involve changes to the Proprietary Marks and to the Franchised Business. If Dual Branding occurs, the scope and type of Dual Branding may vary in different markets. If we elect to conduct Dual Branding in the market in which your Franchised Business is located, we will give you notice regarding the contemplated Dual Branding. You will be required to implement Dual Branding at the Franchised Business within the time period specified in the notice, but not earlier than one hundred twenty (120) days from the date of notice, and you must, at your expense, make the modifications necessary to implement the Dual Branding. Notwithstanding anything in this Agreement to the contrary, however, we may elect not to make the Dual Branding opportunity available to you.

10. CONFIDENTIAL MANUALS AND INFORMATION

10.1. In order to protect our reputation and goodwill and to maintain high standards of operation under the Proprietary Marks and the System, you will operate the Franchised Business under the Manual and the System. You will treat the System, any information, written or verbal relating to the System, the Manual, Improvements (defined in Section 10.8), any communications between you, and us, or you, and other franchisees, and client information, including details and lists of clients and their contact details (collectively, "Confidential Information") as confidential, and will use all reasonable efforts to maintain such information as secret and confidential. You will not copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person. The Manual will, at all times, remain our sole property.

10.2. We may from time to time revise the contents of the Manual, and you expressly agree to make corresponding revisions to your copy of the Manual, and to comply with each new or changed standard within a reasonable amount of time noticed change, unless change is related to health or safety concerns, which must be implemented immediately.

10.3. We may from time-to-time request that you participate in a new service or product concept test, and you agree to do so, in compliance with our standards and requirements.

10.4. You will regularly and continuously review the Manual for updates to the System, standards, policy, and procedure. In the event of any dispute as to the contents of the Manual, the content of Manual, maintained by us, will be controlling.

10.5. You will not, during or after the term hereof, communicate, divulge, or use for the benefit of any other, persons, partnerships, associations, or business entities, any Confidential Information, knowledge, or know how concerning the methods of operation of your Franchised Business or the System which may be communicated to you or of which you may be apprised by your operation of your Franchised Business. You will divulge such Confidential Information only to those employees who must have access to it to perform their employment responsibilities. Any and all information, knowledge, know how, and techniques, which we designate as confidential, will be deemed confidential for purposes hereof unless, and until you demonstrate, that the information has become public knowledge.

10.6. You acknowledge that any failure to comply with the requirements of this Section 10 will cause us irreparable injury for which no adequate remedy at law may be available, and you agree we may seek, and you agree to pay, all court costs and reasonable attorney fees incurred by us in obtaining, without posting a bond, an ex parte order for injunctive, or other legal or equitable relief, with respect to the requirements of this Section.

10.7. You will require anyone who has access to or to whom you have divulged Confidential Information to execute a Confidentiality Agreement and Ancillary Covenant Not to Compete (Please see the Confidentiality Agreement), that they will maintain the confidentiality of information they receive in connection with their association with you.

10.8. If you, during the term of this Agreement, or any Renewal Term, conceive or develop any improvements or additions to the System, a website, or any other documents, or information pertaining to, or relating, to the System, or your Franchised Business, or any new trade names, trade and service marks, logos, or commercial symbols related to your Franchised Business, or any advertising and promotional ideas, or inventions, related to your Franchised Business (collectively, "Improvements"), you will fully disclose the Improvements to us, without disclosure of the Improvements to others, and will obtain our written approval prior to using such Improvements. Any such Improvement may be used by us, and all other franchisees, without any obligation to you for royalties or other fees. You will assign, and do hereby assign to us, all rights, title and interest in, and to the Improvements, including the right to grant sublicenses to any such Improvement, regardless of whether you notify us of such Improvements. We, at our discretion, may apply for and own copyrights, patents, trade names, trademarks and service marks, relating to any such Improvement, and you will cooperate with us in securing such rights. We may also consider such Improvements as our property and trade secrets. In return, we will authorize you to utilize any Improvement that may be developed by other franchisees, and is authorized, generally, for use by other franchisees. All Improvements created by you, or any other person, or entity, retained, or employed, by you, are our property, and we will be entitled to use and license others to use such Improvements unencumbered by moral rights. If any of the Improvements are copyrightable materials, they will be works made for hire within the meaning of the United States Copyright Act and, to the extent the copyrighted materials are not works made for hire, or rights in the copyrighted materials do not automatically accrue to us, you irrevocably assign, and agree to assign to us, our successors and assigns, the entire right, title, and interest in perpetuity throughout the world, in and to any and all rights, including all copyrights and related rights, in such copyrighted materials, which you and the author of such copyrighted materials warrant and represent as being created by and wholly original with the author. Where applicable, you agree to obtain any other assignments of rights in the Improvements from another person or entity necessary to ensure our right in the Improvements as required in this Section.

11. ADVERTISING

11.1. Recognizing the value of advertising and promotion, and the importance of the standardization of advertising and promotional programs to the furtherance of the goodwill and public image of the System, we agree that:

11.1.1. We have created a national advertising fund (the "Fund") and require you to pay the National Advertising Fees as indicated in Item 6. The Fund, all contributions thereto, and any earnings thereon, will be used to meet any and all costs of maintaining, administering, directing, conducting, and developing the preparation of advertising, marketing, public relations, and/or promotional programs and materials in various media including: the salaries and benefits for those internal persons in charge of administering and overseeing the Fund; employing advertising and/or public relations agencies to assist with research, brand positioning, recruitment efforts, creative concepting, production and media planning, photo and video shoots as well as outside resource expenses such as third-party copywriting professionals; conducting and administering promotions including the purchasing of promotional items and other marketing materials and services to the businesses operating under the System; websites, websites hosting, website optimization (ongoing onsite overall SEO, not local) and social networking or media; market research and development of new products and services; and supporting authorized marketing cooperatives formed by franchisees in the same market area; and any other activities we believe will increase brand awareness, increase lead generations, and benefit the System.

11.1.2. We will direct all advertising and promotional programs, with sole discretion over the creative concepts, materials, and media used in such programs, and the placement and allocation thereof. You agree and acknowledge that the Fund's objectives are to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System; and that we are not obligated, in administering the Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee or geographic region benefits directly or pro rata from the advertising or promotion conducted under the Fund.

11.1.3. We will not use the Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement indicating "franchises available" or similar phrasing.

11.1.4. The Fund is not a trust fund, and we do not have any fiduciary duty to you with respect to the Fund's administration, activities, or expenditures. We are not obligated to make expenditures from the Fund that are equivalent or proportionate to your contribution, or to ensure that you or any other particular franchisee or geographic region benefit directly or pro rata from the advertising or promotion that we conduct under the Fund. We are also not required to spend any amount on advertising in the area or territory where you are located.

11.1.5. All sums paid to the Fund will be maintained in an account separate from the other monies, funds, assets and/or equities we maintain, and will not be used to defray our expenses, except for such costs and overhead, if any, as may be incurred in activities reasonably related to the administration or direction of the advertising programs and Fund, including, among other things, costs of personnel for planning and managing Fund activities, creating and implementing local, regional and national advertising, promotional, and marketing programs. The Fund, and any earnings thereon, will not otherwise inure to the benefit of us.

11.1.6. An unaudited statement of the operations of the Fund, as shown on the books of the Fund, will be prepared annually by us. Upon thirty (30) days of a written request by you, we will provide you an unaudited statement of the expenditures from the Fund.

11.2. Local Marketing Spend. In addition to required contributions to the Fund, you must spend, on a monthly basis, at least two (2%) percent of your gross revenues on local marketing activities. You understand that an essential factor in the growth of your Franchised Business is your local marketing and client acquisition (sales) efforts, which are comprised of several activities including, but not limited to, the purchase of printed marketing materials, the purchase of digital marketing solutions with our approved partner, participating in local networking events, and engaging in traditional marketing tactics every month. Therefore, in addition to required contributions to the National Advertising Fund, you must spend, on a monthly basis, at least 2% of your Gross Sales on your local marketing efforts. Guidance on specific marketing activities, strategies, and tactics can be found in the most current Local Marketing Playbook.

11.3. Caregiver Recruiting Spend. You understand that an essential factor in the growth of your Franchised Business is your caregiver recruiting efforts. Therefore, we recommend you spend at least $750 a month on your caregiver recruiting efforts. Guidance on specific caregiver recruiting activities, strategies, and tactics can be found in the most current CaregiverFirst™ manuals.

11.4. You will, at your expense, and in accordance with any standards established in the Manual, in addition to the requirement of this section the Franchise Agreement, obtain any advertisements and listings, whether online or in print, serving the market in which your Franchised Business is located, that we may periodically require.

12. INSURANCE

12.1. You must, at all times during the term of the Agreement, maintain in force, at your sole expense, on a primary basis with us, the following insurance:

12.1.1. Commercial general liability insurance, including bodily injury, property damage, personal injury, products, and completed operations liability coverage, with a limit of not less than $1,000,000 ($3,000,000 in aggregate);

12.1.2. Worker's Compensation and employers' liability to meet statutory requirements of your state(s) of operation; you must maintain Worker's Compensation and employers' liability insurance coverages, regardless if mandated by state law or not;

12.1.3. "Special form" property insurance in an amount appropriate for your business' personal property and Business Income & Extra Expense for a minimum of $100,000; higher amounts encouraged commensurate with your business size;

12.1.4. Automobile liability insurance for all owned, non-owned, and hired automobiles, with a single limit coverage of not less than $1,000,000;

12.1.5. An umbrella or excess liability policy in the amount of not less than $1,000,000;

12.1.6. Professional liability insurance, with a combined single limit of not less than $1,000,000 ($3,000,000 in aggregate), including "Abusive Conduct" coverage with a minimum sub-limit of $500,000;

12.1.7. Third-party liability bond with a minimum per-occurrence limit of $25,000;

12.1.8. Employment Practices Liability Insurance ("EPLI") with a minimum aggregate of $500,000, including sub-limits of at least $100,000 for FLSA/wage and hour claims. In addition, the policy should include: independent contractors in the definition of potential employees, as well as third-party coverage;

12.1.9. Network Security Insurance ("Cyber Insurance") with a minimum $500,000 aggregate; In addition, we recommend such policy contain at least: $5,000 retention/deductible ("Retro Inception") which is comprised of: 1) third-party network security and privacy with coverage up to $500,000; 2) third-party regulatory fines and penalties with coverage up to $500,000; 3) first party extortion with coverage up to $100,000; 4) first party event expense with coverage up to $500,000; 5) and first party Payment Card Industry ("PCI") fines with coverage up to $25,000; and

12.1.10. Other insurance as may be required by the state and/or the locality and/or region in which the Franchised Business is located and operated.

12.2. If you obtain "claims made" insurance or switches from "claims made" to "occurrence made" insurance, you must obtain an extended reporting endorsement ("tail") of no less than three (3) years in the event you sell or close your Franchised Business.

12.3. You agree to indemnify and hold harmless ComForCare Franchise Systems, LLC, our directors, officers and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability, imposed by law for damages, because of personal injury sustained by any person or persons or damage to property, including loss of use thereof, arising out of the performance of this contract, except, only damages, due to our sole negligence.

12.4. We may reasonably increase the minimum liability protection requirement annually and require, at any time, on reasonable prior notice to you, different or additional kinds of insurance to reflect inflation, changes in standards of liability, or higher damage awards in public, product, or motor vehicle liability litigation, or other relevant changes in circumstances.

12.5. You must submit to us, annually, a copy of the certificate or endorsement of, or other evidence request by us of, the renewal or extension of, each insurance policy. If you, at any time, fail, or refuse, to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence, we, at our option, and in addition to our other rights and remedies, may obtain insurance coverage on behalf of you, and you must promptly execute any applications or other forms or instruments required to obtain any insurance and pay to us, on demand, any costs and premiums incurred by us.

12.6. All insurance policies must be issued by the insurance carrier or insurance carriers acceptable to us and must: list "ComForCare Franchise Systems, LLC," its subsidiaries, officers, directors, employees and any other person or entity we may designate in the future as "Additional Insureds," provide that we will receive thirty (30) days prior written notice of expiration, or cancellation of policy, or material change of the policy, and

contain a provision that we, although named as an insured, will nevertheless be entitled to recover under said policies on any loss occasioned to us, or our servants, agents, or employees, by reason of the negligence of Franchised Business, or its servants, agents, or employees.

12.7. You are required to submit to us within sixty (60) days of execution of the Franchise Agreement, a copy of the Certificate of Insurance in compliance with the requirements, and such other documentation as we may reasonably request to confirm, that you have satisfied the insurance regulations hereunder. You are required to submit copies annually thereafter. In addition, in order to monitor claims activity on a national level, and to most effectively assess program exposures, you are required, as requested, to collect Loss History Statements ("Loss Runs") from the carriers and remit to us.

13. TECHNOLOGY, RECORDS AND REPORTING

13.1. You are required, at your expense, to purchase or lease, and thereafter maintain and use, only such computer(s), hardware (including, without limitation, laptops, tablets, smart phones, etc.), software (including, without limitation, client-referral partner management software), firmware, web technologies or applications, required dedicated Internet access and power lines, modem(s), printer(s), and other related accessories or peripheral equipment, and methods of operation, as we specify in the Manual or otherwise in writing (collectively, "Computer System"). The Computer System will have the capacity to electronically exchange information, messages, and other data with other computers, by such means (including, but not limited to, the Internet), and using such protocols as we may reasonably prescribe in the Manual or otherwise in writing. You will keep your Computer System in good maintenance and repair and, at your expense, promptly make any and all additions, changes, modifications, substitutions, and/or replacements to your Computer System as we direct. You will pay any and all annual, monthly or otherwise, software fees, or other fees, as required by us or our approved suppliers in order to maintain your Computer System. You acknowledge and agree that we or our suppliers have the right to increase or decrease the software fees at any time, in their sole discretion, upon written notice to you. You further acknowledge and agree that we reserve the right to change our approved suppliers, including any software suppliers, at any time and in our sole discretion. You may not alter your Computer System, or use alternative software or suppliers of technology, without our prior written approval. If you are in default of any obligations under this Franchise Agreement, we may, in addition to any other remedy we may have under this Franchise Agreement, temporarily inhibit your access to all or part of the Computer System, including client-caregiver management software, until you have cured such default completely. Computer systems are vulnerable to varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, data related problems and attacks by hackers and other unauthorized intruders ("E-Problems"). We have taken reasonable steps so E-Problems will not materially affect our business. We do not guarantee that information or communication systems we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E- Problems. You should also take reasonable steps to verify your suppliers, lenders, landlords, customers, and governmental agencies on which you rely, have reasonable protection from E-Problems. This may include trying to secure your Computer Systems (including firewalls, password protection, and anti-virus systems), and to provide backup systems.

13.2. All Franchised Business activities must be immediately entered into the Computer System. Any new activity must be entered as it occurs to maintain the most accurate data.

13.3. You will use and maintain, at your expense, lease the latest version of the QuickBooks Online ("QBOE") Business Package. We, at all times, have the right to access the information and data in the QBOE. We will also, at all times, have the right to modify, change, or replace QBOE, at which time you will be required to, at your expense, comply with such modification, change, or replacement.

13.4. We expressly reserve the right to implement further policies or guidelines regarding information security including, but not limited to: risk management protocols, email encryption standards, document retention policies, PCI compliance, and the use of third-party security advisors and their security systems/products. You understand that either us, or our approved third-party information security system providers, may charge you

both initial and ongoing fees for the creation, implementation, and maintenance of any information security system we, at our sole discretion, deem necessary.

13.5. Website and Internet. We have the right, but not the obligation, to establish and maintain a website to promote the Proprietary Marks and/or the System ("Website"): (i) We will have sole control over all aspects of the Website, and can discontinue operation of the Website at any time without notice to you; (ii) unless you obtain our prior written consent, you are prohibited from establishing or maintaining a separate website or otherwise maintaining another presence on the Internet through any social networking site and/ or any other online site in connection with the operation of your Franchised Business; (iii) we have the right to modify or supplement our policies regarding social media and Internet use at any time in writing, whether as part of the Manuals or otherwise.

13.6. If you are in default of any obligations under this Agreement, we may, in addition to our other remedies, temporarily remove reference to your Franchised Business from the Website, and/or discontinue your access to ComForInfo.com, until such defaults are cured to our satisfaction. We may, at our option, discontinue, replace, and/or modify the Website and/or ComForInfo.com at any time and at our sole discretion. Nothing in this Section will limit our right to maintain websites other than the Website, or to maintain other portals other than ComForInfo.com.

13.7. Unless otherwise authorized by us, you will only use an e-mail address, related to or associated with the operation of your Franchised Business, which is a part of the "comforcare.com" Internet domain name or other domain as authorized by the Manual.

13.8. Records and Reporting

13.8.1. We have the right to retrieve and store any and all data, including the financial information of your Franchised Business, and information from the Computer System and use it for any purpose both during and after the term of this Franchise Agreement. We also have the right, at all reasonable times, to access the Computer System by way of virtual network computing, or any similar method, to obtain data and make any necessary modifications to the Computer System including, without limitation, installing new or updated software. You also will, at your expense and upon written request from us, provide us, in the manner prescribed by us, any other information regarding the operation of your Franchised Business as we may reasonably request, including information concerning local promotional activities required by Section 11.4.

13.8.2. You will provide to us, for review and/or auditing, such other information as we may reasonably request, on the forms and in the manner we designate, including but not limited to, any financial information, customer information, or information required by our accountants for the preparation of our financial statements.

13.8.3. *Profit and Loss Statement and Balance Sheet Statement*. You must furnish to us thirty (30) days from the end of each month, a true and complete copy of the previous month's profit and loss statement as well as a true and complete copy of the previous month's balance sheet statement. In addition, we have the right to request copies and reports of other financial information and supporting records as we deem necessary. All financial statements, reports, and information must be on forms approved by us and signed and verified by you.

13.8.4. You will prepare, during the term of this Franchise Agreement, and will keep and preserve for at least five (5) years following the expiration or termination of this Franchise Agreement, complete and accurate books, records, and accounts related to your Franchised Business that are: (i) in accordance with generally accepted accounting principles; and (ii) in the form and manner prescribed by us in the Manual, or otherwise in writing, which form and manner may be electronic or online. You will also, at your expense and within sixty (60) days after the close of the fiscal calendar year, provide us with a copy of your financial statements showing the results of operations of your Franchised Business for each

fiscal year during the term of this Franchise Agreement. Your financial statements will include a statement of income, balance sheet, and a statement of cash flows, accompanied by a review report, prepared by an independent accountant using generally accepted accounting principles. Your financial statements must, if requested by us, be certified by a certified public accountant. You must, at your expense, cause your public accountant and certified public accountant, if any, to consult with us concerning such financial statements. If you fail to maintain accurate and up-to- date books and records under this Section, we have the right to require you to, at your expense, hire a certified public accountant to generate the books and records in the manner we, at our sole discretion, prescribe.

13.8.5. You must maintain, make readily available for inspection by us, and must furnish to us, upon our request, exact copies of all state sales tax returns, and portions of your federal and state income tax returns that reflect the operation of your Franchised Business, even if the tax returns include information unrelated to the operations of your Franchised Business (i.e., spouse's tax returns combined).

13.9. Inspection and Audits.

13.9.1. We have the right, at any time during business hours, and without prior notice, to inspect your Franchised Business' office, to examine or audit, or cause to be examined or audited, the business records, client-caregiver management operating system and related records accounts, cash control devices, bookkeeping, and accounting records, bank statements, sales and income tax records and returns, and other books and records of your Franchised Business, and the books and records of any corporation or limited liability which holds your Franchised Business. Such examination or audit may be done by an on-site visit, through remote electronic means, or via telephone (or any combination therein). You must cooperate with any designated representatives conducting any examination or audit. We (and our agents) have the right to make extracts from and copies of all documents, and information.

13.9.2. Any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of the Franchised Business, or to assume any responsibility for your obligations under this Agreement.

13.9.3. If any examination or audit discloses an understatement of Gross Sales, you must pay to us, within fifteen (15) days after receipt of the examination or audit report, any fees or payments due on the amount of the understatement, interest based on the amount of the understatement (at the rate and on the terms provided in this Agreement), and a Five Thousand ($5,000.00) Dollars under reporting penalty from the date originally due until the date of payment. Further, if the examination or audit is made necessary by the failure of you to furnish reports, supporting records, financial statements or other documents, or information, as required, or failure to furnish reports, records, financial statements, documents or information, on a timely basis, or if an understatement of Gross Sales for any month is determined by any examination or audit to be greater than two (2%) percent, you must reimburse us for the cost of the audit or examination, including the charges of any independent accountants and travel costs and expenses of lodging, transportation and meals, as well as compensation of our employees. If the aforementioned fees, charges or any other costs are not paid by you within fifteen (15) days of receipt of the examination or audit report, we may withdraw from your bank account any monies owed by ACH. The foregoing remedies are in addition to all other remedies and rights we may have under applicable law.

13.9.4. We may, but are not obligated to, conduct mystery shopper programs. In the event we do conduct such a program, the calls made under the program may be monitored and recorded for record keeping, training, and quality assurance purposes.

14. TRANSFER OF INTEREST

14.1. We have the right to transfer or assign all or any part of our rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the

assignee of all of our obligations under this Agreement, the assignee will expressly assume and agree to perform such obligations, and will become solely responsible for all of our obligations under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, you expressly affirm and agree that we may sell our assets, the Proprietary Marks, or the System; may sell our securities in a public offering or in a private placement; may permit and participate in any transfer or distribution of our securities in connection with a spin-off; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a financing, recapitalization, leveraged buy-out, or other economic, or financial reorganization, or restructuring.

14.2. You understand and acknowledge your rights and duties are personal, and that we have granted this franchise in reliance on your or your owner(s)' business skills, financial capacity, and personal character. Accordingly, you, any immediate or remote successor to any part of your interest in this Agreement, or any individual or legal entity, which directly or indirectly owns any interest in you, will not, without our prior written consent, sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber: (i) any direct or indirect interest in the rights granted in this Agreement; (ii) any direct or indirect interest, which would effect a change of control now or in the future, or, (iii) all, or substantially all, of the assets of your Franchised Business. Any assignment or transfer, whether purported or actual, by operation of law or otherwise, not having our written consent, as required by this Section 14.2, will be null and void and will constitute a material breach of this Agreement, for which we may then terminate without an opportunity to cure pursuant to Section 15.2.

14.3. We will not unreasonably withhold our consent to a transfer when required under Section 14.2 provided, however, that we will have the right to require any or all of the following as conditions of our consent:

14.3.1. All of your accrued monetary obligations, and all other outstanding obligations to us and our affiliates, and to all of your suppliers and vendors, must be satisfied;

14.3.2. You and we execute a release, in a form prescribed by us, of any and all claims which you may have against us, and our affiliates, and any respective shareholders, directors, employees, and agents in their corporate and individual capacities, in law and/or in equity;

14.3.3. The transferee must attend an in-person evaluation at our corporate headquarters, or another location we designate;

14.3.4. The transferee will execute our then-current standard form franchise agreement and related documents, including, but not limited to, our then-current form of any owner's agreement or other guaranty, then being offered to new franchisees, which agreement will supersede this Agreement in all respects and the terms of which agreement may differ materially from this Agreement and may be less favorable to the transferee;

14.3.4.1. If you purchase your Franchised Business(es) under the Reduced Initial Fee Program, upon transfer, the transferee may not switch their Royalty Fee to the then lower Standard Offering rate. The transferee's franchise agreement, if so offered, will contain the fees associated with the then Reduced Initial Fee Offering Program. In addition, you will begin paying any fees owed to us immediately upon the execution of this Agreement at the level and schedule as the transferring franchisee.

14.3.5. The transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as we may request) will demonstrate to our satisfaction that the transferee meets our educational, managerial, and business standards; possesses (or, if applicable, its principals' possess) a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Franchised Business, as may be evidenced by prior related business experience or otherwise; and has adequate financial resources and capital to operate the Franchised Business;

14.3.6. You, or the transferee, at your, or its expense, will, within the time we specify, upgrade, modify, renovate, and/or remodel the Franchised Business premises to conform to the then-current standards and specifications of the System;

14.3.7. The transferee must attend, and successfully complete, our initial training;

14.3.8. You will pay a $10,000 fee ("Transfer Fee") if the transfer involves 50% or more change in ownership. If the transfer involves less than a 50% change of ownership, the transfer fee will be calculated based upon the percentage of ownership changed. This Transfer Fee is to reimburse us for our reasonable legal, accounting, management, training, and incidental expenses incurred in reviewing and approving the transfer, facilitating the transfer process, and providing such training to the transferee as we deem necessary;

14.3.9. You will pay to us at closing, if the transfer is to an unrelated third-party purchaser, a Business Transfer Training Reserve in the amount of Ten Thousand ($10,000.00) Dollars to ensure that you actively manage the Franchised Business through the completion of the transferee's training conducted at the corporate headquarters (Phase Three Training). This Business Transfer Training Reserve will be refunded within seven (7) business days after the transferee has completed Phase Three Training and it has been satisfactorily demonstrated to us, in our sole opinion, that you were properly managing the transferred Franchised Business. We do not have to deposit this Business Transfer Training Reserve into a special, segregated account, nor will there be any form of interest paid on the Business Transfer Training Reserve, regardless of the length of time it is in our account;

14.3.10. You will pay any third-party sales broker fees, if applicable, incurred due to the sale or transfer of your Franchised Business;

14.3.11. You will not be in default of any provision of this Agreement, or any other agreement between you and us or our affiliates;

14.3.12. You will, at our request, prepare and furnish to the transferee and/or us such financial reports and other data relating to your Franchised Business, and its operations, as we deem reasonably necessary or appropriate, for the transferee and/or us, to evaluate your Franchised Business and the proposed transfer. You authorize us to confer with a proposed transferee and furnish the proposed transferee with information concerning your Franchised Business and the terms and conditions of the proposed transfer, and we may do so without any liability; and

14.3.13. You will not grant a security interest in the assets of your Franchised Business, unless the secured party agrees that if any default occurs by you under any documents related to the security interest, we will have the right and option to be substituted as obligor to the secured party and to cure any default of you, except, any acceleration of indebtedness due to your default, will be void.

14.3.14. You will provide the transferee the following post-sale support, as requested by the transferee in such matters as: client introductions, referral source introductions, manage the Franchised Business while the transferee is attending his/her initial franchise training.

14.4. Transfers made, absent the fulfillment of the above-stated conditions, will be null and void, and will constitute a material breach of this Franchise Agreement, for which we may then terminate this Agreement without affording you an opportunity to cure under Section 15.2.

14.5. Upon the death or mental incapacity of one of your owners with a controlling interest in your Franchised Business and this Agreement, the executor or administrator of the estate of such person, or the personal representative of such person, will transfer, within six (6) months after such death or mental incapacity, such interest to a third-party approved by us. Such transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same conditions for transfer as provided in Section 14, as the case may be,

including the payment of the Transfer Fee. However, with a transfer by devise or inheritance governed by Section 14, if the heirs or beneficiaries cannot meet the conditions in Section 14, the executor or administrator of the deceased will have a reasonable time to dispose of the deceased's interest in your Franchised Business, which disposition will be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, we may terminate this Agreement under Section 15.2.7.

14.6. Our consent to a transfer, which is the subject of this Section, will not constitute a waiver of any claims we may have against you, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms hereof by the transferee.

14.7. If, for any reason, this Agreement is not terminated under Section 15, and this Agreement is assumed, or assignment of the same to any person or entity who has made a bona fide offer to accept an assignment of this Agreement is contemplated, under the United States Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth: (i) the name and address of the proposed assignee; and (ii) all of the terms and conditions of the proposed assignment and assumption, will be given to us within twenty (20) days after receipt of such proposed assignee's offer to accept assignment of this Agreement, and, in any event, within ten (10) days prior to the date the application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. We will have the prior right and option, to be exercised by notice given at any time prior to the effective date of such proposed assignment and assumption, to accept an assignment of this Agreement to us, upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions, which may be payable by you out of the consideration to be paid by such assignee for the assignment of this Agreement.

15. DEFAULT AND TERMINATION

15.1. You will be deemed in default of this Agreement, and all rights granted herein will automatically terminate without notice to you, if you become insolvent or make a general assignment for the benefit of creditors; or, if a petition in bankruptcy is filed by you, or such a petition is filed against and not opposed by you; or, if you are adjudicated as bankrupt or insolvent; or, if a bill in equity, or other proceeding to appoint a receiver of you, or other custodian for your business or assets, is filed and consented to by you; or, if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or, if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; or, if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); or, if you are dissolved; or, if execution is levied against your business or property; or, if the real or personal property of your Franchised Business will be sold after levy thereupon by any sheriff, marshal, or constable.

15.2. Upon the occurrence of any of the following events, you will be deemed in default of this Agreement and we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon the provision of notice to you (in the manner set forth under Section 21 hereof):

15.2.1. If your state of operation, at any time, revokes or suspends your home care or private duty nursing license (or equivalent state issued health care license), if applicable;

15.2.2. If you, at any time, cease to operate, or abandon, your Franchised Business without receiving our prior express written consent, or otherwise forfeit the right to do, or transact business, in the jurisdiction where your Franchised Business is located (e.g., loss of home care license); provided, however, that if through no fault of your own, the premises is damaged or destroyed, then you will have thirty (30) days to request our approval to relocate or reconstruct the premises, which approval will not be unreasonably withheld;

15.2.3. If you, or any officer, director, or partner of you, is convicted of a felony, a crime or offense involving moral turpitude, or engage in conduct that, in our reasonable judgment, is morally offensive to community standards, and is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein;

15.2.4. If you, or any partner or shareholder in you, purports to transfer any rights or obligations under this Agreement, or any interest in you, or the assets of your Franchised Business, to any third-party without our prior written consent or notice, contrary to the terms of Section 14;

15.2.5. If you fail to comply with the covenants in Section 17 or fail to deliver to us executed covenants required under Section 17.10;

15.2.6. If, contrary to the terms of Section 10, you or any principal of you, discloses or divulges any contents of the Manual or any Confidential Information;

15.2.7. If an approved transfer is not affected following death or mental incapacity as described in Section 14.3;

15.2.8. If you knowingly maintain false books or records, or knowingly submit any false reports to us;

15.2.9. If you, within two (2) years after curing a default under Section 15.3, commit a similar or different default, whether or not cured after notice;

15.2.10. If you fail to achieve and maintain the minimum billable hours as stated under Section 5;

15.2.11. If you do not pay any monies owing to us, our affiliates, or your suppliers, when payment is required;

15.2.12. If you, or any principal of you, has made any material misrepresentation in connection with your application to us for the franchise granted under this Agreement;

15.2.13. If you understate any payment to us by two (2%) percent or more, or understate any payment to us in any amount twice in any two (2) year period;

15.2.14. If you fail to obtain or maintain required insurance coverage;

15.2.15. If you fail to obtain or maintain the required staffing;

15.2.16. If you, without receiving our prior express written consent, fail to attend and successfully complete any required training as specified in Sections 5, or fail to attend our Annual and Regional Meetings for franchisees as specified in Section 5.13.;

15.2.17. If you, or any affiliate, commit any act of default under any agreement with us for which such agreement is terminated, except this provision will not apply to a default by you, or any affiliate, under any development agreement;

15.2.18. If your assets, property, or interests are "blocked" under any Anti-Terrorism Law or Anti-Bribery Law, or if you are otherwise in violation of any such law;

15.2.19. If you establish, or use, a website domain, as defined in Section 13.5, without our prior written approval.

15.3. Except as provided in Section 15.1 and Section 15.2, you will have thirty (30) days after we provide written notice of default (in the manner specified in Section 21) to remedy the default and to provide us with evidence of such remedy. If any such default is not cured within such time, or such longer period as applicable law may require, we may terminate this Agreement effective immediately upon our notice to you. You will be in default

of this Agreement for any failure substantially to comply with any of the requirements imposed by this Agreement, including requirements set forth in the Manual, as they may from time to time be supplemented in writing, or to carry out the terms of this Agreement in good faith. If you are in default of any provisions of this Agreement, in addition to the rights listed in Section 15, we may, at our option, suspend any and all of our obligations under this Agreement until such defaults have been cured or until the Agreement has been terminated.

15.4. No endorsement or statement on any form of payment of any sum less than the full sum due to us will be construed as an acknowledgment of payment in full or an accord and satisfaction, and we may accept and cash such check or payment without prejudice to our right to recover the balance due or pursue any other remedy in this Agreement or by law. We may apply any payments made by you against any past due indebtedness of you as we may see fit. We may set off any amounts owed by you to us against any payment due to you under this Agreement and may, at our option, pay your trade creditors out of any sum otherwise due to you.

15.5. In the event of any default of this Agreement by you, all of our costs and expenses arising from such default, including reasonable legal fees and reasonable hourly charges of our administrative employees, will be paid to us by you within five (5) days after cure or upon demand by us, if such default is not cured.

15.6. If any other franchise agreement or any other agreement between you and us is terminated, termination will be effective on the date that the other agreement is terminated unless we notice you otherwise.

16. OBLIGATIONS UPON TERMINATION OR EXPIRATION

16.1. You must follow any procedures established by us to ensure the expiration of this Agreement creates the least disruption possible to the System, including those procedures set forth in the Manual.

16.2. Upon termination or expiration of this Agreement, all rights granted to you under this Agreement will immediately terminate and:

16.2.1. You will immediately cease to operate your Franchised Business, and will not thereafter, directly or indirectly, represent to the public, or hold yourself out as a present or former ComForCare franchisee;

16.2.2. You will immediately take any action required to cancel, terminate, or turn in, all licenses or vendor contracts you may have with any federal, state or local agency including, but not limited to, those related to health care licensing or governmental programs (e.g., Medicaid waiver);

16.2.3. You will immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures, and techniques associated with the System, the Proprietary Marks, and all other proprietary marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. You also will, at your expense, immediately remove all signs, slogans, symbols, distinctive forms, devices, and trade dress associated with the System, which are located at your Franchised Business. If you fail to remove all signs, slogans, symbols, distinctive forms, devices, and trade dress associated with the System within a reasonable amount of time following termination, and we are forced to remove these items, you will reimburse us for the cost of removal. You agree not to sell, assign, transfer, convey, or give away any signs, slogans, symbols, distinctive forms, devices, trade dress, or other fixtures associated with the System, without our prior written consent;

16.2.4. You will take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Proprietary Marks and you will furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

16.2.5. You acknowledge that all telephone numbers, facsimile numbers, social media websites, Internet addresses, e-mail addresses and other e-communications (collectively "Identifiers") used in the operation of your Franchised Business constitute our assets, and upon termination or expiration of this Agreement,

you will take such action within five (5) days to cancel or assign to us or our designee, as determined by us, all of your right, title, and interest in, and to such Identifiers, and will notify the telephone company and all listing agencies, of the termination or expiration of your right to use any Identifiers, and any regular, classified, or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at our direction. You agree to take all action required to cancel all assumed names or equivalent registrations related to your use of the Proprietary Marks. You acknowledge that we have the sole rights to, and interest in, all Identifiers used by you to promote your Franchised Business and/or associated with the Proprietary Marks. You hereby irrevocably appoint us with full power of substitution, as your true and lawful attorney-in-fact, which appointment is coupled with an interest to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. You further appoint us to direct the telephone company, postal service, registrar, internet service provider, listing agency, website operator, or any other third-party to transfer such Identifiers to us or our designee. The telephone company, postal service, registrar, internet service provider, listing agency, website operator, or any other third-party may accept such direction by us pursuant to this Agreement as conclusive evidence of our rights to the Identifiers and our authority to direct their transfer;

16.2.6. You will promptly pay all sums owed to us and our affiliates. In the event of termination for any default by you, such sums will include all damages, costs, and expenses, including reasonable attorney fees, incurred by us as a result of your default, which obligation will give rise to and remain, until paid in full, a lien in favor of us against any and all of your personal property, furnishings, equipment, signs, and fixtures at your Approved Location at the time of default;

16.2.7. will pay us any and all costs, and expenses, including reasonable attorney fees and related costs, incurred by us subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section; and

16.2.8. You will immediately return to us or, if in electronic format, permanently delete and/or destroy, all Confidential Information and proprietary information you have in your possession, including the Manual and any copies that may have been made by you, within five (5) business days of the termination or expiration of this Agreement. You will provide us proof of such deletion upon written request.

16.3. All of your covenants, obligations, and agreements, which by their terms, or by reasonable implication, are to be performed, in whole or in part, after the termination or expiration of this Franchise Agreement, will survive such termination or expiration.

16.4. You will comply with the covenants contained in Section 17.

17. COVENANTS

17.1. You covenant that during the term of this Franchise Agreement, except as otherwise approved in writing by us, a principal of you will devote full time and best efforts to the management and operation of your Franchised Business.

17.2. You acknowledge you will receive valuable specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, marketing methods, and techniques from us. You covenant that during the term of this Franchise Agreement neither you nor any Owner, officer, director or executive employee will either directly or indirectly, except as otherwise approved in writing by us, for yourself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity:

17.2.1. Directly or indirectly (including through an act of omission), divert, or attempt to divert, any business, or customer of your Franchised Business, to any competitor by inducement or otherwise, or do or perform any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; and

17.2.2. Own, maintain, advise, operate, engage in, be employed by, make loans to, have any interest in or relationship or association with a Competitive Business which offers the same or similar products or services as those offered by your Franchised Business or the System.

17.3. You covenant that you will not, without our prior written consent, for a continuous, uninterrupted two (2) year period commencing upon the date of: (i) a transfer permitted under Section 14 of this Franchise Agreement; (ii) expiration of this Franchise Agreement; (iii) termination of this Franchise Agreement (regardless of the cause for termination); or (iv) a final decision of an arbitrator or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of Section 17.3; either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons, or legal entity (including legal entities which own, are owned by, or are under common ownership with you), own, maintain, advise, operate, engage in, lease to, be employed by, make loans to, or have any interest in or relationship or association with a Competitive Business which offers the same or similar products or services as those offered by your Franchised Business or the System, and which is located: (i) within the Protected Territory; (ii) within a seventy-five (75) mile radius of the Protected Territory; or (iii) within a seventy-five (75) mile radius of any other Franchised Business.

17.4. Section 17.2 and Section 17.3 will not apply to any ownership of less than five (5%) percent beneficial interest in the outstanding equity securities of any publicly-held corporation. As used in this Franchise Agreement, the term "publicly-held corporation" will be deemed to refer to a corporation which has securities that have been registered under the Securities Exchange Act of 1934.

17.5. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Franchise Agreement. If all, or any portion of a covenant, in this Section 17 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an un-appealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 17.

17.6. You agree and acknowledge that we have the right, at our sole discretion, to reduce the scope of any covenant or any portion thereof set forth in Section 17.2, Section 17.3, and Section 17.5 without your consent, effective immediately upon receipt by you of written notice of such reduction; and, you agree that you will comply immediately with any covenant as so modified, which will be fully enforceable notwithstanding the provisions of Section 23.

17.7. You expressly agree that the existence of any claims you may have against us, whether or not arising under this Franchise Agreement, will not constitute a defense to the enforcement by us of the covenants in this Section 17.

17.8. You acknowledge that your violation of the terms of this Section 17 would result in irreparable injury to us, for which no adequate remedy at law may be available, and agree to pay all court costs and reasonable attorney fees incurred by us in obtaining any injunctive or other equitable or legal relief with respect to such conduct or action.

17.9. You will obtain execution of covenants similar to those set forth in this Section 17 (including covenants applicable upon the termination of a person's relationship with you and covenants incorporating the terms of Section 16 of this Franchise Agreement, as modified to apply to an individual), from the following persons:

17.9.1. If you are one or more natural persons: (i) each and every key employee of yours ("key employee") means an employee that has operational responsibilities and/or markets on behalf of your Franchised Business and has access to client and referral information; (ii) each and every one of your spouses and each and every one of your children over the age of 18 who is involved in the operation of your Franchised Business;

17.9.2. If you are a partnership: (i) each and every partner (including each and every shareholder, member, officer, and/or director of each and every business entity that owns an interest of five percent (5%) or more in one or more of your partners); (ii) each and every key employee of yours; (iii) each any every partner's spouse and each and every partner's child over the age of 18 who has involvement in the operation of your Franchised Business;

17.9.3. If you are a limited liability company: (i) each and every member (including the shareholders, members, officers, and/or directors of each and every business entity that holds an interest of five percent (5%) or more in you or a member); (ii) each and every one of your key employees; (iii) each and every member's spouse and each and every member's child over the age of 18 who has involvement in the operation of your Franchised Business; and

17.9.4. If you are a corporation: (i) each and every shareholder (including the shareholders, members, officers, and/or directors of each and every business entity that holds an interest of five percent (5%) or more in you or a member); (ii) each and every one of your key employees; (iii) each and every shareholder's spouse and each and every shareholder's child over the age of 18 who has involvement in the operation of your Franchised Business.

17.10. Every covenant required by this Section 17 and its subsections will be in a form approved by us, including, without limitation, specific identification of us as a third-party beneficiary of such covenants with the independent right to enforce them (Please see Confidentiality Agreement).

18. YOU AS A CORPORATION OR LIMITED LIABILITY COMPANY

18.1. Except as otherwise approved in writing by us, if you are a corporation, you will: (i) confine your activities, and your governing documents will at all times provide your activities are confined, exclusively to operating your Franchised Business; (ii) maintain stop transfer instructions on your records against the transfer of any equity securities and will only issue securities upon the face of which a legend, in a form satisfactory to us, appears which references the transfer restrictions imposed by this Franchise Agreement; and (iii) maintain a current list of all owners of record, all beneficial owners of any class of voting stock of you, and all officers and directors, and furnish a list, and current contact information of each individual on said list, to us upon request. (See Addendum C – Corporation or LLC Information).

18.2. If you are a limited liability company or corporation, you will: (i) confine your activities exclusively to operating your Franchised Business; (ii) furnish us with your articles of organization/articles of incorporation and operating agreement/bylaws/members agreement, and such other documents as we may reasonably request and any amendments thereto; (iii) prepare and furnish to us, upon request, a current list of all members and managers of your Franchised Business, along with each member's and manager's personal contact information or list of shareholders, officers, and board of directors; (iv) maintain stop transfer instructions on your records against the transfer of any equity securities and will only issue securities which bear a legend, in a form satisfactory to us, referencing the transfer restrictions imposed by this Franchise Agreement; and (v) maintain in your articles of organization, articles of incorporation, operating agreement, or bylaws, whichever creates legal enforceability, instructions preventing the addition of any new member, without our express written consent.

18.3. <u>Guaranty and Assumption of Obligations</u>.

18.3.1. Each present and future shareholder or member with a direct or indirect interest, and their respective spouses, will jointly and severally guarantee your performance of each and every provision of this Franchise Agreement, by executing the Guaranty and Assumption of Obligations in the form attached hereto.

18.3.2. The Guaranty and Assumption of Obligations completely and accurately describes all of your owners and their interests in your Franchised Business as of the Contract Date. You and your owners agree to

sign and deliver to us, periodically or upon our request, revised versions of this document to reflect any permitted changes to the information previously in this document.

19. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

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

19.2. You agree to inform each of your employees and contractors that you alone are their employer, and that we are not. You agree to explain to your employees and contractors the respective roles of a franchisor and franchisee and our relationship with you and your employees. You will use your legal name on all documents for use with employees and contractors, including but not limited to, employment applications, time cards, paychecks, and employment and independent contractor agreements, and will not use the Proprietary Marks on these documents.

19.3. During the term of this Franchise Agreement, you will hold yourself out to the public as an independent contractor operating the business pursuant to a franchise from us. You agree to take such action as may be necessary to do so, including, as set forth in Section 9.2., exhibiting a notice of that fact in a conspicuous place at your Approved Location. You further agree to state in all your advertisements and promotional materials (including business cards, order forms, and letterhead) that your Franchised Business is independently owned and operated, using language that we may specify from time to time. You will not hold yourself out as our agent, employee, or co-venturer.

19.4. You acknowledge and agree that you are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name, and that we will in no event assume liability for, or be deemed liable hereunder as a result of, any such action, nor will we be liable by reason of any act or omission of you in your conduct of your Franchise Business or for any claim or judgment arising therefrom against you or us.

19.5. You and each of your owners listed on the Guaranty and Assumption of Obligation that you will, at all times during the term and any renewal terms, and after the termination, or expiration of this Franchise Agreement, indemnify, defend, and hold harmless, to the fullest extent permitted by law, franchisor, its affiliates, and their respective shareholders, directors, officers, employees, agents, representatives, independent contractors, servants, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of your Franchised Business operation, the business you conduct under this Agreement, or your breach of this Franchise Agreement, including, without limitation: (i) those alleged to be found or to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, un-appealable ruling issued by a court or arbitrator with competent jurisdiction; (ii) the infringement, alleged infringement or any other violation by you, your owners or principals of any patent, mark, copyright, or other proprietary right owned or controlled by third parties due to your unauthorized use of all or any portion of the Proprietary Marks and/or System; (iii) your, or your owners', violation, breach, or asserted violation of any federal, state, or local law, regulation, ruling or industry standard; (iv) your, or your owners', libel, slander, or any other form of defamation; and (v) your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including, but not limited to, any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees.

19.6. For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation,

arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it and agree to settlements or take any other remedial, corrective, or other actions, and such actions will affect your obligation to indemnify pursuant to this Section.

19.7. This indemnity will continue in full force and effect subsequent to and notwithstanding this Franchise Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third-party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully, a claim for indemnity under this Section. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover under this Section.

19.8. You will also pay all costs and expenses (including reasonable fees of attorneys and other engaged professionals) incurred by us in successfully enforcing, issuing notices of default, or obtaining any remedy arising from the breach of this Franchise Agreement. The existence of any claims, demands, or actions which you may have against us, whether arising from this Franchise Agreement or otherwise, will not constitute a defense to our enforcement of your, or any your owners, representations, warranties, covenants, agreements, or obligations herein.

20. APPROVALS AND WAIVERS

20.1. We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you, by providing any waiver, approval, consent, or suggestion to you in connection with this Franchise Agreement, or by reason of any neglect, delay, or denial of any request related to this Franchise Agreement. No delay, waiver, omission, or forbearance on the part of us, to exercise any right, option, duty, or power arising out of this Franchise Agreement against you, or any other franchisee, or any breach or default by you, or by any other franchisee, of any of the terms, provisions, or covenants of this Franchise Agreement, and no custom or practice by the parties at variance with the terms hereof, will constitute a waiver by us to enforce any such right, option, or power as, against you, or as to a subsequent breach or default by you. Subsequent acceptance by us of any payments due to us under this Franchise Agreement will not be deemed to be a waiver by us of any preceding or succeeding breach by, or obligations of, you of any terms, covenants, or conditions of this Franchise Agreement.

20.2. You hereby waive, to the fullest extent permitted by law, any right to, or claim for, any punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits) against us, our affiliates, and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, arising out of any cause whatsoever (whether that cause is based on contract, negligence, strict liability, other tort or otherwise), and agrees that in the event of a dispute, you are limited to the recovery of any actual damages sustained by it. If any other term of this Franchise Agreement is found or determined to be unconscionable, or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential, or other damages (including, without limitation, loss of profits) continues in full force and effect.

21. NOTICES AND PAYMENTS

21.1. All written notices, reports, and payments permitted, or required to be delivered by this Franchise Agreement, or the Manual, will be deemed delivered:

21.1.1. At the time delivered by hand;

21.1.2. At the time delivered via computer transmission provided that the recipient acknowledges receipt of such computer transmission, and, in the case of your royalty payments and contributions of the Fund, at the time we actually receive payment;

21.1.3. One (1) business day after transmission by facsimile or other electronic system if the sender has confirmation of successful transmission;

21.1.4. One (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or

21.1.5. Three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid.

21.2. Notwithstanding the forgoing, any notice to you or us must be sent to the address specified on the signature page of this Franchise Agreement, although notice to you may also be sent to your Approved Location. We may change our address for notice by giving you notice of our new address.

21.3. Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before the date due) will be deemed delinquent.

22. ENTIRE AGREEMENT

22.1. This Franchise Agreement, together with the Manual, any written related agreements, any state addenda attached to the Franchise Disclosure Document, and any attachments hereto, constitute the entire and complete agreement between you and us concerning the subject matter hereof, and supersede any and all prior agreements. However, nothing in this Franchise Agreement or any related agreement is intended to disclaim our representations made in the Franchise Disclosure Document. Except for those permitted by this Franchise Agreement to be made unilaterally by us, including our right to modify the Manual and System, no amendment, change, or variance from this Franchise Agreement will be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

22.2. Service Line Enhancements. In the event we develop a new service line, product line, or revenue line (together referred to as "Service Line(s)), we may, in our sole discretion, and prior to you being authorized by us to provide said Service Line(s), require that you enter into a new amendment or agreement which may contain new terms and conditions.

23. SEVERABILITY AND CONSTRUCTION

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

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

23.3. Any provision or covenant of this Franchise Agreement which expressly or by its nature imposes obligations beyond the expiration or termination of this Franchise Agreement will survive such expiration or termination.

23.4. You acknowledge and agree that we have the right to enter into agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Franchise Agreement. The existence of different forms of agreements and the fact that existing or future franchisees may have

different rights and obligations will not in any manner eliminate, modify, or affect the duties of the parties to this Franchise Agreement to comply with the terms of this Franchise Agreement.

24. DISPUTE RESOLUTION

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

24.2. Internal Dispute Resolution. You must first bring any claim or dispute between you and us to our management, after providing notice as set forth in Section 21 of this Agreement, and make every effort to resolve the dispute internally. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

24.3. Mediation. At our option, all claims or disputes between Franchisee and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure sent forth in Section 24.2 above, will be submitted first to mediation to take place in Detroit, Michigan at a location of Franchisor's choice, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Franchisee will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 24.3 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information or other confidential information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of Franchisee's payment obligations under this Agreement.

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

24.5. Venue. Subject to Section 24.3 of this Agreement, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction closest to Detroit, Michigan, or, if appropriate, the United States District Court for the Eastern District of Michigan (unless settled by the parties after such action is initiated). Franchisee acknowledges that this Agreement has been entered into in the State of Michigan, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in Detroit, Michigan, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Michigan as set forth in this Section.

24.6. Third Party Beneficiaries. Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Section 24, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee.

24.7. Notice Requirement. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within ninety (90) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

24.8. No Withholding of Payments. Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

24.9. Limitation of Actions. Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

24.10. Waiver of Punitive Damages. Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to Franchisee's default, which the parties agree and acknowledge Franchisor may claim under this Agreement.

24.11. WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR

FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

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

24.13. Exclusive. No right or remedy conferred upon or reserved to us or you hereby are intended to be, nor will be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each will be cumulative of every other right or remedy.

24.14. Other Agreements. If any other franchise agreement, or any other agreement between us, or any of our affiliates and you, or any of your affiliates, is terminated, termination will be effective on the date that the other agreement is terminated, unless we provide notice to you otherwise.

24.15. We and you agree that the provisions of Section 24 will apply during the term of this Franchise Agreement and following the termination, expiration, or non-renewal of this Franchise Agreement.

25. ACKNOWLEDGMENTS

25.1. You acknowledge you have conducted an independent investigation of the rights granted by this Franchise Agreement, you recognize that the business venture contemplated herein involves business risks, and your success will be largely dependent upon your ability as an independent businessperson. We expressly disclaim the making of, and you acknowledge you have not received, any representation, express or implied, from any of our agents or employees, as to the prior, current, or potential sales, income, profits, or success of the business venture contemplated by this Franchise Agreement or of any other ComForCare franchisee and/or Franchised Business.

25.2. You acknowledge you received our uniform Franchise Disclosure Document at least fourteen (14) calendar days prior to the Contract Date. You acknowledge you have read and understand this Franchise Agreement, the attachments hereto, if any, and that we have accorded you ample time and opportunity to consult with advisors and/or counselors/attorneys of your own choosing about the potential benefits and risks of entering into this Franchise Agreement.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20___, by _____ (“Guarantor").

1. In consideration of, and as an inducement to, the Execution of that certain Franchise Agreement dated _____ _____ (the "Agreement") by ComForCare Franchise Systems, LLC (the "Franchisor"), and with _____ _____, , each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successors and assigns, for the term of the Agreement and as provided in the Agreement, that ("Franchisee") will 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 the relevant provisions of Sections 2, 15, 16, and 24. Each of the undersigned waives: (i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (ii) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; and (iv) any right he/she may have to require that an action be brought against Franchisee or any other person as a condition of liability.

2. Each of the undersigned consents and agrees that: (i) his/her direct and immediate liability under this guaranty will be joint and several; (ii) he/she will render any payment or performance required under the Agreement, upon demand, if Franchisee fails or refuses punctually to do so; (iii) liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (iv) liability will not be diminished, relieved, or otherwise affected by, any extension of time, credit, or other indulgence, which Franchisor may grant to Franchisee, or to any other person, including the acceptance of any partial payment or performance, or the compromise, or release of, any claims, none of which will in any way modify or amend this guaranty, which will be continuing and irrevocable during the Term of the Agreement.

3. Guarantor hereby consents and agrees that:

   3.1. Guarantor's liability under this undertaking will be direct, immediate, and independent of the liability of, and will be joint and several with, Franchisee and the other owners of the Franchise;

   3.2. Guarantor will render any payment or performance required under the Franchise Agreement, upon demand, if Franchisee fails or refuses punctually to do so;

   3.3. This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee, or any assignee or successor of Franchisee, or by any abandonment of the Franchise Agreement by a trustee of Franchisee. Neither the Guarantor’s obligations to make payment or render performance in accordance with the terms of this undertaking, nor any remedy for enforcement, will be impaired, modified, changed, released, or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of Franchisee, or its estate in bankruptcy, or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

   3.4. Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Guarantor hereby waives the defense of the statute of limitations in any action hereunder, or for the collection of, any indebtedness, or the performance of any obligation hereby guaranteed; and

   3.5. Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection of amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

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

GUARANTOR:	OWNERSHIP PERCENTAGE IN FRANCHISE:
_____	_____
_____	_____

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

CONFIDENTIALITY AGREEMENT AND
ANCILLARY COVENANTS NOT TO COMPETE ("AGREEMENT")
(For shareholders, officers, directors, general partners, members and managers as well as key employee of Franchisee.)

In consideration of my being a _____ of _____ ("Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Pursuant to a Franchise Agreement dated _____, _____ (the "Franchise Agreement"), Franchisee has acquired the right and franchise from ComForCare Franchise Systems (the "Franchisor") to establish and operate a ComForCare Home Care franchised business (the "Franchised Business"). (All capitalized terms not defined herein will have the respective meanings set forth in the Franchise Agreement).

2. Franchisor, as the result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system (the "System") relating to the establishment and operation of Franchised Businesses. Franchised Business possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the "Confidential Information").

3. Any and all information, knowledge, know-how, and techniques which Franchisor specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As _____ of the Franchisee, Franchisor and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, Franchisor's Manuals, and other general assistance during the term of the Franchise Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by Franchisor as confidential. Unless Franchisor otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my position with the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. Except as otherwise approved in writing by Franchisor, I shall not, while in my position with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any other business that: (A) is substantially similar to the business then engaged or being promoted in by ComForCare Home Care businesses; or (B) provides any sort of home care, home health, private duty nursing, or senior placement services consulting. I understand that "consulting" includes any business wherein I assist individuals or businesses in obtaining health care licensure, accreditation, certification, or registration; or assist individuals or businesses in the operations or marketing activities related to a home care, home health, private duty nursing, or senior placement agency. (collectively, a "Competing Business"); or (C) offers or grants licenses or franchises, or establishes joint ventures, for the ownership or operation of a Competing Business.

8. For a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, either directly or

indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation:

8.1. Own, maintain, operate, engage in, act as a consultant for, be employed by, perform services for, or have any interest in any Competitive Business within the Protected Territory (as that term is defined in the Franchise Agreement); or within a seventy-five (75) mile radius of any other ComForCare Home Care Business that is open or otherwise under development as of the date this Agreement expires or is terminated;

8.2. Directly or indirectly, solicit or attempt to solicit any business from any of Franchisor's or Franchisee's customers, customer prospects, referral sources, National Accounts or Approved Suppliers/Vendors with whom I had contact for two (2) years after the termination of my relationship with Franchisor or Franchisee.

8.3. Directly or indirectly, solicit or attempt to solicit any of Franchisor's or Franchisee's other employees, or the employees of other System franchisee to discontinue employment.

The prohibitions in this Section 8 do not apply to my interests in or activities performed in connection with a Franchised Business. This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

9. I agree that I will not make any public statement that is materially disparaging of the business of the Franchisor, or to the business reputation of any of the employees, officers, representatives or agents of the Franchisor or any of the franchisees who are known to you to be franchisees of the Franchisor at the time of any such public statement. Your obligations under this section shall not apply to disclosures required by applicable law, regulation, or order of a court or governmental agency.

10. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

11. I understand and acknowledge that the failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement will not be deemed a waiver of such term, covenant or condition, nor will any waiver or relinquishment of any right or remedy hereunder at any one or more times be deemed a waiver or relinquishment of such right or remedy at any other time or times.

12. I understand and acknowledge that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

13. Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause Franchisor and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or Franchisor may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and Franchisor, any claim I have against the Franchisee or Franchisor is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

14. I understand and acknowledge that the rights and remedies of Franchisor under this Agreement are fully assignable and transferable and will inure to the benefit of its respective affiliates, successor and assigns. However, the respective obligations of me or the Franchisee may not be assigned by me or Franchisee without the proper written consent of Franchisor.

15. This Agreement shall be construed under the laws of the State of Michigan. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

INDIVIDUAL:

_____

_____

ADDENDUM A
TO THE FRANCHISE AGREEMENT

FRANCHISE OFFERING PROGRAM ELECTION AND ATTESTATION

TO THAT CERTAIN
COMFORCARE FRANCHISE AGREEMENT
BY AND COMFORCARE FRANCHISE SYSTEMS, LLC
AND _____
DATED _____, 20_____
(the "Franchise Agreement")

I have elected to purchase my Franchised Business(es) under the Reduced Initial Fee Program.

I understand that if I have elected to purchase my Franchised Business(es) under the Reduced Initial Fee Program that:

- The Reduced Initial Fee Program is an entirely new offering for the 2022 Franchise Disclosure Document and that ComForCare Franchise Systems, LLC makes no assurances that it will achieve similar results as the Standard Offering Program described herein.

- My monthly Royalty Fee will be **the greater of 6% to 7% of my Gross Sales** (depending on my year of operation) or the minimum fees described in Section 3.5.1. of the Franchise Agreement;

- Upon renewal, I **may not** elect or switch to the then lower Standard Offering Royalty Fee rates. I also understand that the renewal agreement, if so offered, will contain the fees associated with the then Reduced Initial Fee Offering Program; and

- Upon transfer, the transferee **may not** elect or switch to the then lower Standard Offering Royalty Fee rates. I also understand that the transferee's franchise agreement, if so offered, will contain the fees associated with the then Reduced Initial Fee Offering Program. In addition, the transferee will begin paying any fees owed to us immediately upon the execution of this Agreement at the level and schedule as the transferring franchisee.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

ADDENDUM B
TO THE FRANCHISE AGREEMENT

PROTECTED TERRITORY

TO THAT CERTAIN
COMFORCARE HOME CARE FRANCHISE AGREEMENT
BY AND BETWEEN COMFORCARE FRANCHISE SYSTEMS, LLC
AND _____
DATED _____
(the "Franchise Agreement")

1. Protected Territory. You agree that the Franchised Business and its Approved Location must be centrally located in the following United States Postal Service ("USPS") Zip Codes: _____

2. Changes by the USPS. Zip codes are a system of postal codes used by the United States Postal Services (USPS) and are changed by it from time to time. Changes by the USPS will affect the Zip Codes and area that make up your Protected Territory. For example, if the USPS moves certain addresses in your Protected Territory into a Zip code in another franchisee's area or into an unassigned area, those addresses will no longer be part of your Protected Territory. However, we will attempt to work with you to minimize the impact of such a change. The Protected Territory will be delineated in this Addendum B and defined by Zip codes as they exist in your Protected Territory at the time you sign this Agreement.

3. Franchised Business Opening. You agree to complete the development of the Franchised Business and open the Franchised Business to the public per the terms and conditions of Section 5 of the Franchise Agreement.

4. Defined Terms. All capitalized or initial capitalized terms contained in this Addendum B and not defined in this Addendum have the same meaning as ascribed to them in the Franchise Agreement.

5. In accordance with ComForCare Franchise Systems', LLC standardization requirement, you will establish the "Doing Business As" (DBA) name of ComForCare Home Care - _____.

   We reserve the right to change your "Doing Business As" (DBA) designation in order to align it to any new processes or operating standards.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

ADDENDUM C
TO THE FRANCHISE AGREEMENT

CORPORATION OR L.L.C. INFORMATION

If the Franchisee is a corporation or limited liability company ("L.L.C.") the following information is required:

NAME OF CORPORATION OR L.L.C.: _____

ADDRESS OR LOCATION OF PRINCIPAL OFFICE OR PLACE OF BUSINESS: _____

STATE OF INCORPORATION OR ORGANIZATION: _____

If incorporated or organized under the laws of a state other than where it will carry on the franchised business, the corporation or L.L.C. will provide to Franchisor a certification of qualification or authority to do business in the state of operation, dated no more than 30 days prior to the execution of the Franchise Agreement.

The receipt of the above and the following information is a condition precedent to any obligation of the Franchisor in regard to the Franchise Agreement.

ATTACHMENTS:

a) Certified copy of your Articles of Incorporation or Articles of Organization and a copy of the entity's by-laws or operating agreement, as the case may be, certified by an officer or member and all amendments thereto and restatements thereof, duly certified by the Secretary of State (of the state in which it is incorporated or organized) dated no more than 30 days prior to the execution of the Franchise Agreement.
b) Certificate of good standing or due organization of the corporation or L.L.C. from the Secretary of State under the same conditions as a) above.
c) A listing of names and addresses of all stockholders or members, officers and directors of the corporation or L.L.C. with the amount of stock or membership interest owned by each stockholder.
d) A certified resolution by the board of directors or members authorizing the corporation or L.L.C. to enter into the Franchise Agreement with ComForCare Franchise Systems, LLC and designating the name of the officer authorized to execute the Franchise Agreement on behalf of the corporation or L.L.C.
e) A written personal guaranty in the form attached hereto from one or more of the members, officers, directors or managers of the corporation, as determined by Franchisor, providing for the personal guaranty of all of the obligations of the Franchisee under the Franchise Agreement.
f) A written document stating the name of the member, officer, director, or other principal responsible for the day-to-day operation of the Franchised Business.

Submitted this _____ day of _____, _____.

ADDENDUM D
TO THE FRANCHISE AGREEMENT

ELECTRONIC FUNDS TRANSFER

Authorization Agreement for Electronic Funds Transfer Via The Automated Clearing House (ACH)

Company Name _____

I (we) hereby authorize ComForCare Franchise Systems, LLC, hereinafter called COMPANY, to initiate debit entries to my (our):

☐ Checking Account ☐ Savings Account

This is indicated below and the depository named below, hereinafter called DEPOSITORY, to debit same to such account.

Depository Name: _____

Branch: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____

Account Number: _____

This authority is to remain in full force and effect until COMPANY and DEPOSITORY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name: _____ Date: _____

Signature: _____

Name: _____ Date: _____

Signature: _____

ADDENDUM E
TO THE FRANCHISE AGREEMENT

COMFORCARE DOMAIN NAMES

1. COMFORCARE.CARE
2. COMFORCARE.ONLINE
3. ATYOURSIDEBLOG.COM
4. ATYOURSIDEHOMECARE.COM
5. ATYOURSIDEHOMECARE.DE
6. ATYOURSIDEPRESCRIPTIONS.COM
7. BERRYMONT.COM
8. CAREFORCESENIORS.COM
9. CAREFORCESENIORSERVICES.COM
10. CAREGIVEROFTHEYEAR.COM
11. CAREGIVERPROFESSIONS.CA
12. CAREGIVERPROFESSIONS.COM
13. CFSENIORSERVICES.COM
14. COMFORCARE.CA
15. COMFORCARE.CO.UK
16. COMFORCARE.COM
17. COMFORCARE.DE
18. COMFORCARE.EU
19. COMFORCARE.NET
20. COMFORCARE.ORG
21. COMFORCAREBLOG.COM
22. COMFORCAREFRANCHISE.CA
23. COMFORCAREFRANCHISE.CO.UK
24. COMFORCAREFRANCHISE.COM
25. COMFORCAREFRANCHISETERRITORYCHECK.COM
26. COMFORCAREHOMECARE.COM
27. COMFORCAREJOBS.COM
28. COMFORCAREPRESCRIPTIONS.COM
29. COMFORCARESENIORCARE.COM
30. COMFORCARESENIORSERVICES.CO.UK
31. COMFORCARESENIORSERVICES.DE
32. COMFORCARESERVICES.COM
33. COMFORCARESTAFFING.COM
34. COMFORINFO.CA
35. COMFORINFO.CO.UK
36. COMFORINFO.COM
37. COMFORINFO.EU
38. DEMENTIAWISE.CA
39. DEMENTIAWISE.CO.UK
40. DEMENTIAWISE.COM
41. DEMENTIAWISEWEBINARS.COM
42. FAMILYPORTALONLINE.COM
43. HEALTHMANAGER5.COM
44. HOMECARELEARNING.COM
45. JOYFULMELODIES.NET
46. JOYFULMEMORIES.COM
47. LEARNHOMECARE.COM
48. MEANINGFULACTIVITIES.COM
49. MEANINGFULACTIVITIES.NET
50. MEANINGFULACTIVITIES.ORG
51. ONLINECAREPORTAL.COM
52. THEBESTLIFEPOSSIBLE.COM

ADDENDUM F
TO THE FRANCHISE AGREEMENT

HIPAA BUSINESS ASSOCIATE AGREEMENT
(45 CFR §164.504(e))

This BUSINESS ASSOCIATE Agreement (the "BA Agreement") is made this _____ day of _____, _____ by and between _____ (hereinafter "COVERED ENTITY").

AND

ComForCare Franchise Systems, LLC hereinafter 'BUSINESS ASSOCIATE", with its principal place of business located at 900 Wilshire Dr., Suite 102, Troy, MI 48084-1600.

Recitals

A. BUSINESS ASSOCIATE performs, or assists in the performance of, a function or activity or provides services of a type for COVERED ENTITY that makes BUSINESS ASSOCIATE a "business associate" for purposes of the HIPAA Privacy Regulations. {45 CFR §160.103}

B. COVERED ENTITY will disclose Protected Health Information to BUSINESS ASSOCIATE in conjunction with the function, activity or services performed or provided by BUSINESS ASSOCIATE. {45 CFR §160.103}

C. COVERED ENTITY will disclose electronic health information to BUSINESS ASSOCIATE in conjunction with the function, activity or services performed or provided by BUSINESS ASSOCIATE.

D. COVERED ENTITY and BUSINESS ASSOCIATE desire to enter into a BA Agreement as required by the HIPAA Privacy and Security Regulations to provide satisfactory assurance to COVERED ENTITY that BUSINESS ASSOCIATE will appropriately safeguard that Protected Health Information. {45 CFR §164.502(e)(l)}

Agreement

NOW THEREFORE, COVERED ENTITY and BUSINESS ASSOCIATE agree as follows:

1. **Definitions.** The following terms are defined as set forth below. Any terms used but not otherwise defined in this BA Agreement have the definitions set forth in the Regulations and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and any regulations promulgated thereunder.

    a. "Breach" shall have the meaning set forth in 45 C.F.R. § 164.402.b. "Electronic Protected Health Information" shall mean individually identifiable health information that is transmitted by or maintained by electronic media. It includes devices in computers and any removable/transportable digital memory medium. Transmission media include the internet, extranet or intranet, leased lines, dial-up lines, private networks, and physical movement of removable/transportable media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission. {45 CFR §160.103}

    b. "HIPAA Privacy Regulations" shall mean the regulations at 45 CFR §160 and §164, subparts A and E.

    c. "HIPAA Security Regulations" shall mean the regulations at 45 CFR §160 and §164, subpart C.

    d. "HIPAA Breach Notification Rule" shall mean the regulations at 45 CFR §164, subpart D.

    e. "HIPAA Rules" shall mean the HIPAA Privacy Regulations, the HIPAA Security Regulations, the HIPAA Breach Notification Rule and the HIPAA enforcement rule at 45 CFR §160, subpart C.

f. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

g. "Protected Health Information" or "PHI" means, subject to the definition provided at 45 C.F.R. § 160.103, individually identifiable health information that BUSINESS ASSOCIATE receives from COVERED ENTITY or creates, receives, transmits or maintains on behalf of COVERED ENTITY for purposes of performing the services under the Engagement. Unless otherwise stated in this BA Agreement, any provision, restriction or obligation in this BA Agreement related to the use of PHI shall apply equally to EPHI.

h. Regulations" shall mean collectively the HIPAA Security Regulations, the HIPAA Privacy Regulations, the HIPAA Breach Notification Rule and the HIPAA enforcement rule at 45 CFR §160, subpart C.

i. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

j. "Secretary" shall mean the Secretary of the Department of Health and Human Services or their designee.

k. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations in an information system. {45 CFR §164.304}

l. "Subcontractor" means a person to whom a business associate delegates a function, activity or service, other than in the capacity of a member of the workforce of such business associate.

m. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. {45 CFR 164.402}

BUSINESS ASSOCIATE acknowledges and agrees that all PHI that is created or received by COVERED ENTITY and disclosed or made available in any form by COVERED ENTITY to BUSINESS ASSOCIATE, or is created, received, maintained or transmitted by BUSINESS ASSOCIATE on COVERED ENTITY's behalf, will be subject to this BA Agreement. This BA Agreement will commence upon the Contract Date and will continue as long as BUSINESS ASSOCIATE has use, custody or access to PHI subject to this BA Agreement, and thereafter for the period required by the Regulators.

2. **Restriction on Use and Disclosure of Protected Health Information.** Except as permitted or required by this BA Agreement or as required by law, BUSINESS ASSOCIATE shall not use, de-identify, or further disclose any Protected Health Information disclosed or otherwise made available to it by COVERED ENTITY. {45 CFR §164.504(e)(2)(i) and (e)(2)(ii)(A)}

3. **Authorized Uses and** Disclosures. Except as otherwise limited in this BA Agreement, BUSINESS ASSOCIATE is hereby authorized to use and disclose Protected Health Information for the following purposes:

a. *Generally.* BUSINESS ASSOCIATE may use or disclose Protected Health Information on behalf of, or to provide services to, COVERED ENTITY for the following purposes, if such use or disclosure of Protected Health Information would not violate the HIPAA Privacy Regulations if done by COVERED ENTITY or the minimum necessary policies and procedures of COVERED ENTITY: Provide ongoing assistance with the operations of the COVERED ENTITY's franchised business. {45 CFR §164.504(e)(2)}

b. *Management* and *Administration.* BUSINESS ASSOCIATE may use and disclose Protected Health Information for the proper management and administration of BUSINESS ASSOCIATE or to carry out the legal responsibilities of BUSINESS ASSOCATE, provided:

I. The disclosure is required by law; or,

II. BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person will immediately notify the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached. {45 CFR §164.504(e)(2)(i)(A) and 45 CFR §164.504(e)(4)}

c. *Violations of Law.* BUSINESS ASSOCIATE may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 20 CFR §164.502(j)(l).

4. **BUSINESS ASSOCIATE'S Obligations.**

a. *Representation and Acknowledgment.* BUSINESS ASSOCIATE represents that is has complied and will comply with the requirements of the Regulations applicable to it and acknowledges that it is aware that it is subject to the civil and criminal penalties of section 1176 and 1177 of the Social Security Act.

b. Safeguards. BUSINESS ASSOCIATE shall use appropriate safeguards, and comply, where applicable, with the HIPAA Security Regulations with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as permitted or required by this BA Agreement or as required by law. {45 CFR §164.504(e)(2)(ii)(B)}

c. *Security of Electronic Protected Health Information.* BUSINESS ASSOCIATE shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of COVERED ENTITY. {45 CFR §164.314(a)(2)(i)(A)}

d. *Reporting.* BUSINESS ASSOCIATE shall report to COVERED ENTITY any use or disclosure of Protected Health Information not permitted by this BA Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by the HIPAA Breach Notification Rule.

e. *Subcontractors.* BUSINESS ASSOCIATE shall ensure that any subcontractors that create or receive Protected Health Information on behalf of BUSINESS ASSOCIATE agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information. {45 CFR §164.314(a)(2)(i)(B)}

f. *Providing Electronic Protected Health Information to Agents or Subcontractors.* BUSINESS ASSOCIATE shall ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect the electronic Protected Health Information. {45 CFR §164.314(a)(2)(i)(B)}

g. *Individual's Access to Information.* BUSINESS ASSOCIATE shall make available and permit access to Protected Health Information about an individual by that individual in accordance with 45 CFR §164.524, {45 CFR §164.504(e)(2)(ii)(E)}

h. *Amendment of Protected Health Information.* BUSINESS ASSOCIATE shall make available to COVERED ENTITY Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 CFR §164.526. {45 CFR §164.504(e)(2)(ii)(P)}

i. *Accounting of Disclosures.* BUSINESS ASSOCIATE shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for COVERED ENTITY to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 CFR §164.528.

BUSINESS ASSOCIATE shall make available the information required to provide an accounting of disclosures in accordance with 42 CFR §164.528. Such information shall be given to COVERED ENTITY by BUSINESS ASSOCIATE within 20 days after COVERED ENTITY notifies BUSINESS ASSOCIATE of COVERED ENTITY need for the information. {45 CFR §164.504(e)(2)(ii)(G)}

5. COVERED ENTITY's Obligations.

a. *Provisions for COVERED ENTITY to Inform BUSINESS ASSOCIATE of Privacy Practices and Restrictions.*

I. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitation(s) in its Notice of Privacy Practices of COVERED ENTITY in accordance with 45 CFR §164.520, to the extent that such limitation may affect BUSINESS ASSOCIATE's use or disclosure of Protected Health Information.

b. *Permissible Requests by COVERED ENTITY.*

I. COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the HIPAA privacy regulations if done by COVERED ENTITY.

6. Breach Notification.

a. *Notice to COVERED* ENTITY. BUSINESS ASSOCIATE will report to COVERED ENTITY any suspected Breach of Unsecured PHI by BUSINESS ASSOCIATE or any of its officers, directors, employees, Subcontractors or agents. All notifications required under this Section will be made by BUSINESS ASSOCIATE without unreasonable delay and in no event later than ten (10) days of discovery. BUSINESS ASSOCIATE will use the standard at 45 C.F.R. § 164.410(a) to determine when the suspected Breach is treated as discovered. COVERED ENTITY shall have discretion to determine whether a suspected Breach has given rise to a Breach. BUSINESS ASSOCIATE will cooperate with COVERED ENTITY and provide such information as COVERED ENTITY reasonably requires in making this determination. In notifying COVERED ENTITY of a suspected Breach, BUSINESS ASSOCIATE will provide, to the extent reasonably possible, as much of the information it has that would be required in notifying a COVERED ENTITY of a Breach, under 45 C.F.R. § 164.410. If COVERED ENTITY determines that a Breach has occurred, BUSINESS ASSOCIATE will provide any other available information that COVERED ENTITY is required to include in its notification to individuals pursuant to 45 C.F.R. §164.404(c).

b. *Notice to Individuals and Media*. In the event COVERED ENTITY determines a Breach has occurred that was caused by the acts or omissions of BUSINESS ASSOCIATE, its Subcontractors, officers, directors, employees or agents, BUSINESS ASSOCIATE will cooperate with COVERED ENTITY to notify, (i) individuals whose Unsecured PHI has been, or is reasonably believed by COVERED ENTITY to have been, accessed, acquired, used or disclosed, and (ii) the media, as required pursuant to 45 C.F.R. § 164.406, if the legal requirements for media notification are triggered by the circumstances of such Breach. BUSINESS ASSOCIATE will cooperate in COVERED ENTITY's Breach analysis process and procedures, if requested. COVERED ENTITY will at all times have the final decision about the content of any notification required to be given under the Regulations.

c. *Proof of Encryption.* In the event of a Breach of Secured Protected Health Information, BUSINESS ASSOCIATE shall notify COVERED ENTITY of the Breach as stated in subparagraph (6)(a), above, and within 20 calendar days after giving such notice to COVERED ENTITY, provide proof satisfactory to COVERED ENTITY that such Protected Health Information was not Unsecured Protected Health Information. {42 CFR §164.402}

7. Term and Termination.

a. *Generally.* This BA Agreement shall be effective when executed on behalf of both of the parties hereto and shall terminate when all of the Protected Health Information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Paragraph (7).

b. *Mutual Agreement.* This BA Agreement may be terminated by mutual written agreement of the parties.

c. *Termination for Cause*. Upon COVERED ENTITY's knowledge of a material breach of this BA Agreement by BUSINESS ASSOCIATE. COVERED ENTITY shall either:

I. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate the BA Agreement if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;
II. Immediate terminate the BA Agreement if BUSINESS ASSOCIATE has breached a material term of this BA Agreement and cure is not possible.

d. *Effect of Termination.*

I. Except as provided in paragraph (2) below, upon termination of this BA Agreement for any reason, BUSINESS ASSOCIATE shall return or destroy all Protected Health Information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY that BUSINESS ASSOCIATE maintains in any form. This provision also shall apply to Protected Health Information that is in the possession of subcontractors of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE shall retain no copies of the Protected Health Information.

II. In the event that BUSINESS ASSOCIATE determines that returning or destroying the protected information is not feasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction not feasible. BUSINESS ASSOCIATE shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information.

8. **Subpoena.** In the event BUSINESS ASSOCIATE receives a subpoena for any Protected Health Information in BUSINESS ASSOCIATE's possession, BUSINESS ASSOCIATE shall immediately notify COVERED ENTITY of the subpoena and deliver a copy of the subpoena to COVERED ENTITY. BUSINESS ASSOCIATE shall respond to the subpoena only in accordance with the HIPAA Privacy Regulations.

9. **Notices.** Any notices required or permitted to be given under this BA Agreement shall be in writing and shall be personally delivered or sent by certified or registered mail, first class postage prepaid, return receipt requested, or by prepaid overnight delivery services such that proof of delivery will be obtained, and shall be addressed as set forth below or to such other address as may be specified in a prior written notice to the other party: To those addresses indicated in the COVERED ENTITY'S Franchise Agreement with BUSINESS ASSOCIATE.

Such notice shall be deemed to be given on the date it is deposited in the mail as stated above, on the date it is given to the overnight delivery service or the date it is given personally to the party to whom it is directed. A notice shall be deemed to have been given personally to a party if it is handed to the representative of the party to whom the notice must be addressed or if left at his or her office located at the street address to which a notice would be mailed.

10. **Amendment.** This BA Agreement may not be changed, modified or amended except by a written agreement executed on behalf of each of the parties.

11. **No Waiver.** No waiver of one or more of the provisions of this BA Agreement or the failure to enforce any provision of this BA Agreement by either party shall be construed as a waiver of any subsequent breach of this BA Agreement, nor a waiver of the right at any time thereafter to require strict compliance with all of its terms.

12. **Entire Agreement.** This BA Agreement sets forth the entire agreement and understanding between the parties as to the matters contained in it, and supersedes all prior discussions, agreements and understandings of every kind and nature between them.

13. **Headings.** The headings placed between the various paragraphs and subparagraphs of this BA Agreement are inserted for ease of reference only, do not constitute a part of this BA Agreement, and shall not be used in any way whatsoever in the construction or interpretation of this BA Agreement.

14. **Interpretation.** Any ambiguity in this BA Agreement shall be resolved to permit COVERED ENTITY to comply with the HIPAA Privacy Rule, 45 CFR §164.500 et seq., the HIPAA Security Rule, 45 CFR §164.302 et seq, and the HIPAA Breach Notification Rule, 45 CFR §164.400 et seq., as each may be amended from time to time.

15. **Governing Law.** This BA Agreement shall be construed and enforce in accordance with, and governed by, the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this BA Agreement to be executed by their duly authorized representatives on the date set forth below.

BUSINESS ASSOCIATE/FRANCHISOR	COVERED ENTITY/FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

ADDENDUM G
TO THE FRANCHISE AGREEMENT

SAMPLE LICENSE DATE AMENDMENT

This Amendment amends the original Franchise Agreement dated _____ for the territory known as _____ _____, (hereinafter the "Agreement"), by and between ComForcare Franchise Systems, LLC, (hereinafter "Franchisor"), and _____, hereinafter ("Franchisee"), as follows:

A. The term "Open Date" is replaced with "License Date" in the following sections of the Agreement:

1. **Section 3.5.1. Royalty Fee**;
2. **Section 3.5.2. General Marketing Fee**; and
3. **Section 3.5.3. National Advertising Fee**.

Any term defined in the Franchise Agreement which is not defined in this Amendment will be ascribed the meaning given to it in the Franchise Agreement.

All other terms and conditions of the Agreement between Franchisor and Franchisee remain in full force and affect for the remainder of the terms of the Agreement.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____
Date: _____	Date: _____

ADDENDUM H
TO THE FRANCHISE AGREEMENT

SAMPLE CONVERSION ADDENDUM

This Conversion Addendum to the Franchise Agreement ("Conversion Addendum"), dated as of the Contract Date of the Franchise Agreement is attached to and made part of the Franchise Agreement, by and between **ComForCare Franchise Systems, LLC**, (the "Franchisor") and _____ formed and operating under the laws of the State of _____, and _____, an individual (the "Franchisee") for the purpose of modifying and amending the terms of the Franchise Agreement.

RECITALS

A. Prior to the Contract Date, Franchisee operated a standalone business (the "Standalone Business") that provides some or all of the following services: (1) Personal Care Services: Non-medical in nature that include companionship, personal care for ADL and IADL along with homemaker/chore provider services to persons of all ages allowing them to age in place, (2) Private Duty Nursing (PDN) services; hourly, shift based care performed by a Home Health Aide (HHA), Licensed Practical Nurse/Licensed Vocational Nurse (LPN/LVN), or Registered Nurse (RN) to patient of all ages with long term complex health conditions, and (3) on-site community care. ("Approved Services").

B. Franchisor has developed a program wherein certain Standalone Businesses may convert their Standalone Business to a Franchised Business in order to operate under Franchisor's Proprietary Marks and reap the benefits of participating in the System (the "Conversion Program.")

The Parties agree:

1. Any term defined in the Franchise Agreement which is not defined in this Conversion Addendum will be ascribed the meaning given to it in the Franchise Agreement.

2. In the event of a conflict between the terms of the Franchise Agreement and the terms of this Conversion Addendum, the terms of this Conversion Addendum will control.

3. Except as specifically modified by this Conversion Addendum, all terms of the Franchise Agreement are in full force and effect.

4. Franchisee represents and warrants to Franchisor that all balance sheets, income statements and other financial information that Franchisee furnished to Franchisor to determine the total gross revenue of Franchisee's Standalone Business are accurate and correct in all material respects. Franchisee acknowledges that Franchisor has relied upon such information as provided by Franchisee in determining Franchisee's qualification for the Conversion Program evidenced by this Conversion Addendum.

5. Royalty Calculation. During the term of the Franchise Agreement, you will pay us the following non-refundable, bi-weekly Royalty Fee via EFT.

ROYALTY FEE CALCULATION	
TIME PERIOD	**BI-WEEKLY ROYALTY FEE**
Contract Date through the 12th Month	Greater of $____ or _% of Gross Sales
13th Month through the 24th Month	Greater of $____ or _% of Gross Sales
25th Month through the 36th Month	Greater of $____ or _% of Gross Sales

ROYALTY FEE CALCULATION	
37th Month through the 48th Month	Greater of $____ or _% of Gross Sales
49th Month through the 60th Month	Greater of $____ or _% of Gross Sales
61st Month through the Remaining Term	Greater of $____ or _% of Gross Sales

6. General Marketing Fee Calculation. During the term of the Franchise Agreement, you will pay us the following non-refundable, bi-weekly General Marketing Fee via EFT.

GENERAL MARKETING FEE CALCULATION	
TIME PERIOD	**BI-WEEKLY GENERAL MARKETING FEE**
Contract Date through the 12th Month	Greater of $TBD or TBD% of Gross Sales
13th Month through the 24th Month	Greater of $TBD or TBD% of Gross Sales
25th Month through the 36th Month	Greater of $TBD or TBD% of Gross Sales
37th Month through the 48th Month	Greater of $TBD or TBD% of Gross Sales
49th Month through the 60th Month	Greater of $TBD or TBD% of Gross Sales
61st Month through the Remaining Term	Greater of $TBD or TBD% of Gross Sales

7. National Advertising Fee Calculation. During the term of the Franchise Agreement, you will pay us the following non-refundable, bi-weekly General Marketing Fee via EFT.

NATIONAL ADVERTISING FEE CALCULATION	
TIME PERIOD	**BI-WEEKLY NATIONAL ADVERTISING FEE**
Contract Date through the 12th Month	Greater of $TBD or TBD% of Gross Sales
13th Month through the 24th Month	Greater of $TBD or TBD% of Gross Sales
25th Month through the 36th Month	Greater of $TBD or TBD% of Gross Sales
37th Month through the 48th Month	Greater of $TBD or TBD% of Gross Sales
49th Month through the 60th Month	Greater of $TBD or TBD% of Gross Sales
61st Month through the Remaining Term	Greater of $TBD or TBD% of Gross Sales

8. Minimum Performance Requirements. Minimum performance will be determined by Franchisor prior to execution of the Franchise Agreement and based on Franchisee's then-current annualized gross sales.

9. This Conversion Addendum, together with the Franchise Agreement to which it is attached, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be further modified or amended except in a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Conversion Addendum to be effective as of the Contract Date.

FRANCHISOR
ComForCare Franchise Systems, LLC
A Michigan Limited Liability Company

By: Stephen D. Greenwald
Title: In-house Counsel

FRANCHISEE

_____
_____

By: _____
Title: _____

_____

_____

ADDENDUM I
TO THE FRANCHISE AGREEMENT

SAMPLE MULTIPLE TERRITORY AGREEMENT

This Multiple Territory Agreement ("Agreement") is effective this _____ day of _____, _____ ("Contract Date") by and between ComForCare Franchise Systems, LLC ("we," "us," "our," or "Franchisor") and _____ ("you," your," or "Franchisee") (together the "Parties").

RECITALS

A. The Parties have entered contemporaneously with this Agreement into three separate franchise agreements (the "Franchise Agreements") for three distinct territories identified within those Franchise Agreements as: _____ ("Territory 1"), _____, ("Territory 2"), and _____ ("Territory 3"). (Hereinafter, as a singular, "Territory," and together, "Territories")

B. The Parties desire to align certain terms and conditions of the Franchise Agreements.

C. The Parties agree that any term defined in the Franchise Agreements which are not defined in this Agreement will be ascribed the meaning given to it in the Franchise Agreements.

The Parties agree:

1. Territory Open Dates. You will develop and open the Territories in the following order and dates ("Open Date"):

    a. Territory 1. As defined in Territory 1's Franchise Agreement ("Territory 1 Open Date");
    b. Territory 2. 9 Months Subsequent to Territory 1's Open Date ("Territory 2 Open Date");
    c. Territory 3. 9 Months Subsequent to Territory 2's Open Date ("Territory 3 Open Date").

In the event any Territory is opened prior to the Open Date listed above, that day and date will be deemed that Territory's effective Open Date.

2. Cross Territory Marketing. You are to dedicate your marketing efforts in Territory #1 before Territory #2 or Territory #3; however, you may take Clients in any of your Territories upon the execution of this Agreement.

3. Staffing Requirements. You agree that in order to properly develop and grow your Franchised Businesses, you must hire and thereafter maintain the following staff by Territory

    a. Territory 1. As required in Territory 1's Franchise Agreement;
    b. Territory 2. Prior to Territory 2's Open Date, the required staffing of Territory 1 plus
        i. One additional full-time employee in a key management position (e.g., Director of Marketing, Director of Recruiting, Director of Clinical Services, Director of Operations, etc.); and
        ii. On a full-time basis, a dedicated caregiver recruiter. You may elevate the caregiver recruiter outlined above to full-time status or hire an additional part-time dedicated caregiver recruiter.
    c. Territory 3. Prior to Territory 3's Open Date, the required staffing of Territory 1 and 2 plus one additional full-time employee as outlined in your manuals.

You must also have full-time marketing and sales coverage in each territory you purchase. You understand that your state of operation may require additional positions and/or qualifications for your staffing needs.

4. Minimum Royalty Fee. Your Minimum Royalty Fee for each Territory will commence no later than the 9th month following the Territory's Open Date listed in Section 1 and upon the following schedule:

TERRITORY 1		
TIME PERIOD	**BI-WEEKLY ROYALTY FEE**	
	STANDARD OFFERING	**REDUCED INITIAL FEE OFFERING**
Open Date through the 2nd Month of Operation	5% of Gross Sales	6% of Gross Sales
3rd Month of Operation through the 12th Month of Operation	Greater of $250 or 5% of Gross Sales	Greater of $300 or 6% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $500 or 5% of Gross Sales	Greater of $600 or 6% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $750 or 5% of Gross Sales	Greater of $900 or 6% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $1,000 or 5% of Gross Sales	Greater of $1,200 or 6% of Gross Sales
49th Month of Operation through the 60th Month of Operation	Greater of $1,250 or 5% of Gross Sales	Greater of $1,500 or 6% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $1,500 or 5% of Gross Sales	Greater of $2,100 or 7% of Gross Sales

To avoid any confusion, you will pay 5% of your Gross Sales toward your Royalty Fees beginning on Territory 1's Open Date for any revenue generated in any of the Territories;

TERRITORY 2		
TIME PERIOD	**BI-WEEKLY ROYALTY FEE**	
	STANDARD OFFERING	**REDUCED INITIAL FEE OFFERING**
Territory 2 Open Date through the 8th Month of Operation	5% of Gross Sales	6% of Gross Sales
9th Month of Operation through the 12th Month of Operation	Greater of $250 or 5% of Gross Sales	Greater of $300 or 6% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $500 or 5% of Gross Sales	Greater of $600 or 6% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $750 or 5% of Gross Sales	Greater of $900 or 6% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $1,000 or 5% of Gross Sales	Greater of $1,200 or 6% of Gross Sales
49th Month of Operation through the 60th Month of Operation	Greater of $1,250 or 5% of Gross Sales	Greater of $1,500 or 6% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $1,500 or 5% of Gross Sales	Greater of $2,100 or 7% of Gross Sales

TERRITORY 3		
TIME PERIOD	**BI-WEEKLY ROYALTY FEE**	
	STANDARD OFFERING	**REDUCED INITIAL FEE OFFERING**
Territory 3 Open Date through the 8th Month of Operation	5% of Gross Sales	6% of Gross Sales
9th Month of Operation through the 12th Month of Operation	Greater of $250 or 5% of Gross Sales	Greater of $300 or 6% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $500 or 5% of Gross Sales	Greater of $600 or 6% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $750 or 5% of Gross Sales	Greater of $900 or 6% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $1,000 or 5% of Gross Sales	Greater of $1,200 or 6% of Gross Sales
49th Month of Operation through the 60th Month of Operation	Greater of $1,250 or 5% of Gross Sales	Greater of $1,500 or 6% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $1,500 or 5% of Gross Sales	Greater of $2,100 or 7% of Gross Sales

5. Minimum General Marketing Fee and National Advertising Fee. Your Minimum General Marketing Fee and Minimum National Advertising Fee for each Territory will commence no later than the 9th month following the Territory's Open Date listed in Section 1 and upon the following schedule:

TERRITORY 1 – BOTH OFFERINGS		
TIME PERIOD	**GENERAL MARKETING FEE**	**NATIONAL ADVERTISING FEE**
Open Date through the 2nd Month of Operation	1% of Gross Sales	1% of Gross Sales
3rd Month of Operation through the 12th Month of Operation	Greater of $50 or 1% of Gross Sales	Greater of $50 or 1% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $100 or 1% of Gross Sales	Greater of $100 or 1% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $150 or 1% of Gross Sales	Greater of $150 or 1% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $200 or 1% of Gross Sales	Greater of $200 or 1% of Gross Sales
49th Month of Operation through the 60th Month of Operation	Greater of $250 or 1% of Gross Sales	Greater of $250 or 1% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $300 or 1% of Gross Sales	Greater of $300 or 1% of Gross Sales

TERRITORY 2 – BOTH OFFERINGS		
TIME PERIOD	**GENERAL MARKETING FEE**	**NATIONAL ADVERTISING FEE**
Territory 2 Open Date through the 8th Month of Operation	1% of Gross Sales	1% of Gross Sales
9th Month of Operation through the 12th Month of Operation	Greater of $50 or 1% of Gross Sales	Greater of $50 or 1% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $100 or 1% of Gross Sales	Greater of $100 or 1% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $150 or 1% of Gross Sales	Greater of $150 or 1% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $200 or 1% of Gross Sales	Greater of $200 or 1% of Gross Sales
49th Month of Operation through the 60th Month of Operation	Greater of $250 or 1% of Gross Sales	Greater of $250 or 1% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $300 or 1% of Gross Sales	Greater of $300 or 1% of Gross Sales

TERRITORY 3 – BOTH OFFERINGS		
TIME PERIOD	**GENERAL MARKETING FEE**	**NATIONAL ADVERTISING FEE**
Territory 3 Open Date through the 8th Month of Operation	1% of Gross Sales	1% of Gross Sales
9th Month of Operation through the 12th Month of Operation	Greater of $50 or 1% of Gross Sales	Greater of $50 or 1% of Gross Sales
13th Month of Operation through the 24th Month of Operation	Greater of $100 or 1% of Gross Sales	Greater of $100 or 1% of Gross Sales
25th Month of Operation through the 36th Month of Operation	Greater of $150 or 1% of Gross Sales	Greater of $150 or 1% of Gross Sales
37th Month of Operation through the 48th Month of Operation	Greater of $200 or 1% of Gross Sales	Greater of $200 or 1% of Gross Sales
49th Month of Operation through the 60th Month of Operation	Greater of $250 or 1% of Gross Sales	Greater of $250 or 1% of Gross Sales
61st Month of Operation through the Remaining Term	Greater of $300 or 1% of Gross Sales	Greater of $300 or 1% of Gross Sales

To avoid any confusion, you will pay 1% of your Gross Sales toward your General Marketing Fee and 1% of your Gross Sales toward your National Advertising Fee beginning on Territory 1's Open Date for any revenue generated in any of the Territories.

6. Protected Territory Rights; Reduction of Protected Territory Rights. In order to maintain for Franchisee to maintain its Protected Territory rights, Franchisee must attain and maintain the Minimum Billable Hours and required minimum staffing.

7. Approved Location. You must open and maintain an office within Territory 1. You may elect to relocate your Approved Location to one of your other Territories, once you have opened those Territories. You understand that your state's home care or private duty nursing regulations may require additional office locations in your Territories.

8. Client Management Software Fee. You are only required to obtain and pay for one Client Management Software license for all three territories contingent on your ability for all three Territories being able to share the same National Provider Identification (NPI) number and you are able to clearly identify the revenue for each Territory under one software instance for our or third party vendor/s reporting purposes.

9. Technology Fee. Your Technology Fee, as defined in the Franchise Agreements, for each Territory are amended as follows:

TERRITORY	AMOUNT/ FREQUENCY	COMMENCES/FREQUENCY
Territory 1	$100 per month	Once we assign you a unique login. Thereafter, this fee is due the first bi-weekly billing period of each month.
Territory 2	$50 per month	The first bi-weekly billing period after Territory 2's Open Date.
Territory 3	$50 per month	The first bi-weekly billing period after Territory 3's Open Date.

10. Google Workspace® Fee. You are required to have at least one dedicated Google Workspace license for each Territory.

11. Additional Phase Four Training. You will receive an additional 8-16 hours of Phase Four field training in Territory 2's Approved Location and/or Protected Territory once you have opened that Territory and have the additional staff as required.

12. Annual Meetings; Regional Meetings. You are required to have at least one individual representing each Territory attend the Annual Meetings and Regional Meetings.

13. Reporting. You will submit separate reports for each Territory including, but not limited to, Gross Sales Reports.

14. Sale of Territories. In the event you sell or transfer any or some combination of the Territories to an unrelated, third-party, that new owner will be required to enter into the then current standard franchise agreement and will have no rights to any of the adjustments made under this Agreement.

15. Franchise Agreement Terms and Conditions. This Agreement in no way modifies or amends any other terms or obligations you may have in the Franchise Agreements. In the event of a conflict between the Agreement and the Franchise Agreements, the Franchise Agreements will prevail.

16. Geographic Scope of Post-Term Non-Compete. The geographic scope of the non-compete set forth in the Franchise Agreements signed contemporaneous with this Agreement will also include a fifteen (15) mile radius around the combined Protected Territories of all three Franchise Agreements.

17. Counterparts. This Agreement may be executed in counterparts or by copies transmitted by telecopier or email, all of which shall be given the same force and effect as the original. This Agreement shall be effective when the signatures of all Parties have been affixed to counterparts or copies.

FRANCHISOR
ComForCare Franchise Systems, LLC
A Michigan Limited Liability Company

By: Stephen D. Greenwald
Title: In-house Counsel

FRANCHISEE
_____
_____

By: _____
Title: _____

_____

_____

ADDENDUM J
TO THE FRANCHISE AGREEMENT

SAMPLE PROMISSORY NOTE

$[AMOUNT] Date: _____

FOR VALUE RECEIVED, the undersigned, [INSERT OBLIGOR LEGAL ENTITY NAME] and [INSERT OBLIGOR INDIVIDUAL NAME/S] (together the "Obligor") unconditionally promises to pay to the order of ComForCare Franchise Systems, LLC (the "Holder"), a Michigan limited liability company, in lawful money of the United States of America and in immediately available funds, the principal sum of [AMOUNT] Dollars ($[AMOUNT]), together with all accrued interest thereon and other amounts due hereunder, as provided in this Promissory Note, ("Note").

1. **Interest**. Interest shall accrue on the unpaid principal balance of this Note at the rate of 10% from the Open Date as defined in the Franchise Agreement (whether by acceleration or otherwise). Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 365 days.

2. **Payments of Principal and Interest.** Obligor will pay principal and interest due under this Note in full in 60 consecutive monthly installments of [INSTALLMENT AMOUNT] ($[#]). The first monthly installment shall be due on the first day of the month immediately following the Open Date. Each subsequent installment shall be due on the first day of each succeeding month; provided, however, the entire principal balance of this Note, together with all unpaid interest, costs, and expenses owning by the Obligor to the Holder, shall be paid in full not later than [FINAL DUE DATE]. Payment of principal, interest, fees, and expenses shall be made in lawful money of the United States of America, in immediately available funds via ACH made payable to Holder and delivered to the address as set forth above.

3. **Prepayment:** Obligor may at any time prepay this Note in whole or in part without premium, penalty or consent of the Holder. Each payment or prepayment will be applied first to fees, expenses, or charges outstanding under this Note or the other Loan Documents (as defined below), second to accrued but unpaid interest on the principal amount of this Note to the date of such prepayment, and third to the outstanding principal payments due under this Note in inverse order of maturity.

4. **Security Agreement**. Obligor hereby agrees to enter into a Security Agreement (as amended, restated, supplemented, or modified from time to time, the "Security Agreement") granting Holder a security interest in certain Collateral (as defined in the Security Agreement) owned by Obligor as security for, among other things, Obligor's obligations under this Note.

5. **Events of Default:** Upon the occurrence of any of the following events of default (each, a "Default"), the Holder may declare, by written notice to the Obligor, the entire unpaid balance of the principal amount hereof and any accrued interest thereon and fees and expenses in connection with the Loan Documents to be immediately due and payable, together with reasonable attorneys' fees and disbursements incurred in connection with collection; provided, however, if a Default described in clause (e) of this Section occurs, the outstanding principal amount, accrued and unpaid interest, and all other amounts payable under the Loan Documents shall become immediately due and payable without notice, declaration, or other act on the part of the Holder. The Defaults are:

a. Obligor's failure to pay any installment of principal due hereunder after the same is due; or

b. Obligor's failure to pay any interest or other amounts owing to Holder after the same is due and such failure continues for seven (7) calendar days after such failure; or

c. Any representation or warranty made by Obligor to Holder in any Loan Document contains an untrue or misleading statement of fact as of the date made; or

d. Obligor fails or neglects to perform, keep, or observe any term, provision, condition, or covenant contained in any Loan Document; or

e. If any of the following events or circumstances occur:

i. the Obligor institutes a voluntary case seeking relief under any law relating to bankruptcy, insolvency, reorganization, or other relief for debtors; or

ii. an involuntary case is commenced seeking the liquidation or reorganization of the Obligor under any law relating to bankruptcy or insolvency, and such case is not dismissed or vacated within sixty days of its filing; or

iii. the Obligor is unable, or admits in writing its inability, to pay its debts as they become due; or

iv. a general assignment for the benefit of creditors by the Obligor; or

v. the appointment of a receiver for the Obligor; or

vi. a case is commenced against the Obligor or its assets seeking attachment, execution, or similar process against all or a substantial part of its assets, and such case is not dismissed or vacated within sixty (60) days of its filing; or

A default or event of default occurs under the Franchise Agreement entered into between Obligor and Holder dated [FA DATE] (the "Franchise Agreement")

In the event of default and/or acceleration, the Holder shall have all other rights and remedies provided by any law or by agreement. No failure on the part of the Holder in exercising any of its rights, powers or privileges hereunder shall operate as a waiver thereof or of any other exercise of such rights, powers or privileges or preclude any other or further exercise of any other right, power or privilege.

g) Notice of Default.

a. Holder shall provide Obligor with written notice of Default and shall indicate therein whether Holder is declaring all outstanding amounts due and owing from Obligor to Holder immediately due in full. Written notice of Default is sufficient if it is served on the Obligor at the address provided for in the Franchise Agreement by electronic mail by personal service or delivery via overnight courier (i.e. FedEx or UPS).

b. As soon as possible after it becomes aware that a Default has occurred, and in any event within one business day, the Obligor shall notify the Holder in writing of the nature and extent of such Default and the action, if any, it has taken or proposes to take with respect to such Default. Nothing contained in any correspondence from Obligor shall impact Holder's rights hereunder, including but not limited to the right of Holder to accelerate all amounts due and owing.

h) **Attorneys' Fees.** If this Note is not paid at maturity, regardless of how such maturity may be brought about, or is collected or attempted to be collected through the initiation or prosecution of any arbitration or suit or through any probate, bankruptcy or any other judicial proceedings, or is placed in the hands of an attorney for collection, Obligor shall pay, in addition to all other amounts owing hereunder, all actual expenses of collection, all court costs and reasonable attorney's fees incurred by the Holder.

2. Governing Law and Venue. This Note and the rights and obligations of the parties hereunder shall be governed by the laws of the United States of America and by the laws of the State of Michigan without regard to conflict of law provisions and is performable in Oakland County, Michigan. Obligor consents to the exclusive jurisdiction of a Michigan state court located in Oakland County, Michigan or the United States District Court for the Eastern District of Michigan for actions arising out of or related to this Note.

3. WAIVER OF JURY TRIAL. THE OBLIGOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS NOTE OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

4. Business Day. If any action is required or permitted to be taken hereunder on a Sunday, legal holiday or other day on which banking institutions in the State of Michigan are authorized or required to close, such action shall be taken on the next succeeding day which is a business day, and, to the extent applicable, interest on the unpaid principal balance shall continue to accrue at the applicable rate.

5. Successors and Assigns. This Note shall be binding on Obligor and its successors and assigns, and shall inure to the benefit of the Holder, its successors and assigns. Any reference to the Holder shall include any holder of this Note. The Obligor may not assign any of its rights, duties, or obligations under this Note to any person without the Holder's prior written consent. The Holder may assign any of its rights under this Note without notice to or consent of the Obligor.

6. Amendments and Waivers. No term of this Note may be waived, modified, or amended, except by an instrument in writing signed by the Obligor and the Holder. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

7. No Waiver; Remedies Cumulative. No failure by the Holder to exercise and no delay in exercising any right, remedy, or power hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, or power hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, remedy, or power. The rights, remedies, and powers herein provided are cumulative and not exclusive of any other rights, remedies, or powers provided by law.

8. Counterparts. This Note and any amendments, waivers, consents, or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Note by facsimile or in electronic ("pdf" or "tiff") format shall be as effective as delivery of a manually executed counterpart of this Note.

HOLDER:
ComForCare Franchise Systems, LLC
A Michigan Limited Liability Company

By: Stephen D. Greenwald
Title: In-house Counsel

OBLIGOR:

_____
_____

By: _____
Title: _____

_____

_____

As Individuals;

_____

ADDENDUM K
TO THE FRANCHISE AGREEMENT

SAMPLE SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("Agreement"), dated as of [DATE] ("Effective Date"), is between ComForCare Franchise Systems, LLC a Michigan limited liability company (the "Secured Party") and [INSERT LEGAL NAME OF FRANCHISEE] (the "Debtor").

RECITALS

A. This Agreement is in security of the obligations of the Debtor under a Promissory Note in the amount of [AMOUNT] executed by Debtor in favor of the Secured Party on [DATE] (as amended, restated, supplemented, or modified from time to time, the "Note," capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed thereto in the Note).

B. In order to secure all obligations of Debtor to Secured Party under the Note and the other Loan Documents, the Debtor agrees to grant Secured Party a first priority security interest in the Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Security Interest. To secure the prompt and complete payment of all obligations of Debtor to Secured Party under the Note and the other Loan Documents, plus all interest, costs, expenses, and reasonable attorneys' fees, which may be made or incurred by Secured Party in the protection, maintenance, and liquidation of the Collateral (collectively, the "Obligations"), the Debtor grants to Secured Party a continuing first priority security interest in and to the following described assets, whether now owned or existing or hereafter arising or acquired or received by the Debtor, and wherever located (all of which is herein collectively called the "Collateral"):

1.1. all Accounts; all Inventory; all Equipment and Fixtures; all General Intangibles, Payment Intangibles, and Intellectual Property; all titled property; all Investment Property; all capital stock and related property; all subsidiary interests; all Deposit Accounts and any and all monies credited by or due from any financial institution or any other depository; all Goods and other personal property, including all merchandise returned or rejected by Account Debtors, relating to or securing any of the Accounts; all rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; all additional amounts due to the Debtor from any Account Debtors relating to the Accounts; all other property, including warranty claims, relating to any Goods; all contract rights, rights of payment earned under a contract right, Instruments (including promissory notes), Chattel Paper (including electronic chattel paper), Documents, warehouse receipts, letters of credit, and money; all Commercial Tort Claims (whether now existing or hereafter arising); all Letter-of-Credit Rights (whether or not such Letter of Credit is evidenced by a writing); all Supporting Obligations; all real and personal property of third parties in which the Debtor has been granted a lien or security interest as security for the payment or enforcement of Accounts; and any and all other goods or personal property, if any, in which the Debtor may hereafter in writing grant a security interest to Secured Party hereunder, or in any amendment or supplement hereto or thereto, or under any other agreement between Secured Party and the Debtor; and

1.2. the Debtor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (whether owned by the Debtor or in which the Debtor has an interest), computer programs, electronic media, tapes, disks and documents relating to clause 1.1 of this definition of Collateral;

1.3. any real property now or hereafter owned by the Debtor; and

1.4. all proceeds and products of clauses 1.1 - 1.4 of this definition of Collateral in whatever form, including: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including

hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds.

2. Continuing Agreement; Prohibitions. This Agreement shall continue in effect as long as the Obligations are outstanding or unpaid, and except as specifically permitted in this Agreement, Debtor shall not sell, assign, transfer, pledge or otherwise dispose of or encumber any Collateral to any third party while this Agreement is in effect without the prior written consent of Secured Party. Except as otherwise defined in this Agreement or the Note, all terms in this Agreement shall have the meanings provided by the Michigan Uniform Commercial Code ("UCC") or any successor laws hereafter enacted.

3. Perfection of Security Interest. By execution of this Agreement, Debtor irrevocably authorizes Secured Party to file financing statements (and amendments thereto) with respect to the Collateral in all jurisdictions that Secured Party deems appropriate or necessary. In addition, Debtor shall execute and deliver to Secured Party, concurrently with Debtors' execution of this Agreement and at any time or times thereafter at the request of Secured Party (and pay the cost of filing or recording same in all public offices deemed necessary by Secured Party), all financing statements, assignments, affidavits, reports, notices, letters of authority and all other documents that Secured Party may reasonably request, in form satisfactory to Secured Party, to grant, perfect and maintain perfected Secured Party's security interest in the Collateral. Upon satisfaction in full in cash of the Obligations, at Debtor's request, Secured Party will promptly file a termination statement terminating each financing statement filed with respect to the Collateral that lists Secured Party as the secured party.

4. Warranties. Debtor warrants and agrees that while any of the Obligations remain outstanding: (a) Debtor is the sole owner of the Collateral free and clear of any lien, security interest, encumbrance, claim, option or right of others except for (i) the security interest in favor of Secured Party created pursuant to this Agreement and (ii) such other liens and encumbrances that the Secured Party approves in writing, and no financing statement other than that of Secured Party is on file covering the Collateral or any of it; (b) Debtor's name, jurisdiction of incorporation or organization, or address shall not be changed without 30 days' prior written notice to Secured Party; (c) Debtor's exact legal name and jurisdiction of incorporation or organization are as set forth on Schedule 1; (d) Debtor further warrants that the Collateral or the execution and delivery of this Agreement, the Note, and all other related documents delivered in connection thereto, shall not violate nor constitute a breach of any agreement or restriction of any type whatsoever to which Debtor is a party or is subject; and (e) Debtor warrants that the Collateral will be maintained and preserved and that any loss or damage to the Collateral will be immediately reported to Secured Party in writing.

5. Insurance; Taxes.

5.1. The Debtor shall maintain usual and customary casualty and liability insurance on the Collateral and the policy or policies that evidence such insurance shall contain a lender loss payable clause in favor of the Secured Party and shall name the Secured Party as an additional insured, as its interest may appear. If any Event of Default (as defined below) has occurred and is continuing, all proceeds paid under any insurance policy of the Debtor shall be paid to the Secured Party for application to the Obligations.

5.2. The Debtor will pay promptly, and within the time that they can be paid without interest or penalty, any taxes, assessments and similar imposts and charges that are now or hereafter may become a lien upon any of the Collateral. If the Debtor fails to pay any such taxes, assessments or other imposts or charges in accordance with this Section, the Secured Party shall have the option to do so and the Debtor agrees to repay forthwith all amounts so expended by the Secured Party together with interest at the highest rate set forth in the Note.

6. Deposit Accounts. Schedule 2 lists all deposit accounts of the Debtor in which proceeds of any government Accounts are deposited ("Government Accounts") and Schedule 3 lists all other deposit accounts of the Debtor ("Non-Government Accounts"). The Debtor will (a) cause each bank or other financial institution in which it maintains (i) a Non-Government Account to enter into a control agreement with the Secured Party, in form and substance satisfactory to the Secured Party, in order to give the Secured Party control of the deposit account and (ii) a Government Account to enter into a deposit account instruction services agreement, in form and substance satisfactory to the Secured Party, under which such bank or other financial institution agrees to sweep all funds in the Government Account on a daily basis to an account at which the Secured Party has control and (b) upon the Secured Party's request after the occurrence and during the continuance

of an Event of Default, deliver to each such bank or other financial institution a letter, in form and substance reasonably acceptable to the Secured Party, transferring full rights of dominion and control in any Non-Government Account to the Secured Party until such time as no Event of Default exists. Debtor hereby represents and warrants that it will direct any and all customer receivables and proceeds of government Accounts to be paid into and/or deposited into the accounts listed on Schedules 2 and 3 attached to this Agreement. Any request that accounts into which customer receivables or proceeds of any customer payments are deposited be changed from those listed on Schedules 2 and 3 attached to this Agreement must be consented to by Secured Party in writing. The Debtor represents, warrants, and agrees that the Government Accounts will be used solely and exclusively for the collection of proceeds of government Accounts of the Debtor.

7. Special Rights Regarding Accounts. The Secured Party or any of its agents may, at any time and from time to time during the existence and continuance of any Event of Default, verify, directly with each person which owes any Accounts to the Debtor (collectively, the "Obligors"), the Accounts in any reasonable manner. The Secured Party or any of its agents may, at any time from time to time after and during the continuance of an Event of Default, notify the Obligors of the security interest of the Secured Party in the Collateral and/or direct such Obligors that all payments in connection with such obligations and the Collateral be made directly to the Secured Party in the Secured Party's name. If the Secured Party or any of its agents shall collect such obligations directly from the Obligors, the Secured Party or any of its agents shall have the right to resolve any disputes relating to goods or services directly with the Obligors in such manner and on such terms as the Secured Party or any of its agents shall deem appropriate. The Debtor directs and authorizes any and all of its present and future Obligors to comply with requests for information from the Secured Party, the Secured Party's designees and agents and/or auditors, relating to any and all business transactions between the Debtor and the Obligors. The Debtor further directs and authorizes all of its Obligors upon receiving a notice or request sent by the Secured Party or the Secured Party's agents or designees to pay directly to the Secured Party any and all sums of money or proceeds now or hereafter owing by the Obligors to the Debtor, and any such payment shall act as a discharge of any debt of such Obligor to the Debtor in the same manner as if such payment had been made directly to the Debtor. The Debtor agrees to take any and all action as the Secured Party may reasonably request to assist the Secured Party in exercising the rights described in this Section.

8. Sale, Collections, Remedies, Etc.

8.1. Unless a Default occurs or Debtor defaults on any of the Obligations (an "Event of Default"), Secured Party authorizes and permits Debtor to exercise all of its lawful rights relating to the Collateral. If an Event of Default exists and is continuing hereunder, all of Debtor's lawful rights relating to the Collateral shall immediately revert to Secured Party during the existence of any Event of Default.

8.2. Until the occurrence of an Event of Default and until such time as Secured Party shall notify Debtor, of the revocation of such power and authority, Debtor may, at its own expense, endeavor to collect, as and when due all amounts due with respect to any of the Collateral.

8.3. Upon the occurrence of an Event of Default, Secured Party may exercise any and all of its rights as set forth in this Agreement, the other Loan Documents, and under applicable laws.

8.4. Upon the occurrence and during the continuance of any Event of Default, the Secured Party shall have and may exercise any one or more of the rights and remedies provided to it under this Agreement or any of the other Loan Documents or provided by law, including but not limited to all of the rights and remedies of a secured party under the UCC or other applicable law, and the Debtor hereby agrees to assemble the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties, authorize the Secured Party to take possession of the Collateral with or without demand and in accordance with applicable law and to sell and dispose of the same at a public or private sale and to apply the proceeds of such sale to the costs and expenses thereof (including reasonable and documented attorneys' fees and disbursements, incurred by the Secured Party) and then to the payment and satisfaction of the Obligations. Any requirement of reasonable notice shall be met if the Secured Party sends such notice to the Debtor, by registered or certified mail, at least 10 days prior to the date of sale, disposition or other event giving rise to a required notice. The Secured Party may be the purchaser at any such sale. The Debtor expressly authorizes such sale or sales of the Collateral in advance of and to the exclusion of any sale or sales of or other realization upon any other collateral securing the Obligations. The Secured Party shall have no obligation to preserve rights against prior parties, and the Secured Party shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Debtor hereby waives as to the

Secured Party any right of subrogation or marshaling of such Collateral and any other collateral for the Obligations. To this end, the Debtor hereby expressly agrees that any such collateral or other security of the Debtor or any other party which the Secured Party may hold, or which may come to its possession, may be dealt with in all respects and particulars as though this Agreement were not in existence. The parties hereto further agree that public sale of the Collateral by auction conducted in any county in which any Collateral is located or in which the Secured Party or the Debtor does business after advertisement of the time and place thereof shall, among other manners of public and private sale, be deemed to be a commercially reasonable disposition of the Collateral. The Debtor shall be liable for any deficiency remaining after disposition of the Collateral. The Secured Party may comply with any applicable law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. The Secured Party may specifically disclaim any warranties of title or the like. If the Secured Party sells any of the Collateral upon credit, the Debtor will be credited only with payments actually made by the purchaser, received by the Secured Party and applied to the indebtedness of such purchaser. In the event any such purchaser fails to pay for the Collateral, the Secured Party may resell the collateral and the Debtor shall be credited with the proceeds of sale. The Debtor shall reimburse the Secured Party, on demand, for any costs, expenses, and reasonable attorneys' fees that are incurred by the Secured Party in the protection, maintenance, and liquidation of the Collateral or the enforcement of the Secured Party's rights and remedies under this Agreement or the other Loan Documents.

9. Information. Debtor agrees to supply to Secured Party such information concerning the status of any Collateral as Secured Party, from time to time, may reasonably request. The Debtor shall also take such further action, and deliver such additional information, as the Secured Party may reasonably request from time to time in order to give the Secured Party the full benefit of this Agreement and to give full force and effect to the security interest granted hereunder (including, without limitation, reasonably detailed descriptions of any assets owned by the Debtor).

10. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be given according the Franchise Agreement.

11. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

12. Severability. If any term or provision of this Agreement or any other Loan Document is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or such other Loan Document or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement or the other Loan Document so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The Note, the Franchise Agreement, and any schedules or exhibits to this Agreement are integral parts of this Agreement and are incorporated by reference herein.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Debtor may not assign any of its rights, duties, or obligations under this Agreement to any person without the Secured Party's prior written consent. The Secured Party may assign any of its rights or duties under this Agreement without notice to or consent of the Debtor. No assignment shall relieve the assigning party of any of its obligations hereunder.

15. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

17. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule. Debtor hereby consents to the exclusive jurisdiction of a Michigan state court located in Oakland County, Michigan or the United States District Court for the Eastern District of Michigan for actions arising out of or related to this Agreement.

19. Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Security Agreement dated as of the first date above written.

DEBTOR:

_____

_____

By: _____

Title: _____

_____

SECURED PARTY:

ComForCare Franchise Systems, LLC
A Michigan Limited Liability Company

Stephen D. Greenwald
Title: In-house Counsel

_____

SCHEDULE 1

DEBTOR INFORMATION

Debtor's Name: _____

Debtor's Jurisdiction of Organization or Incorporation: _____

SCHEDULE 2

GOVERNMENT ACCOUNTS

BANK NAME	BANK ADDRESS	ACCOUNT #	ROUTING #	ACCOUNT TYPE

SCHEDULE 3

NON-GOVERNMENT ACCOUNTS

BANK NAME	BANK ADDRESS	ACCOUNT #	ROUTING #	ACCOUNT TYPE

EXHIBIT C

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4th Street Suite 750 Los Angeles, CA 90013 866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 S. Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 W. Washington St. Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 W. Washington St. Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building 1st Floor 525 W. Ottawa St. Lansing, MI 48933
New York (State Administrator)	New York State Department of Law Bureau of Investor Protection and Securities	120 Broadway 23rd Floor New York, NY 10271
New York (Agent)	Secretary of State for New York	41 State St. Second Floor Albany, NY 12231
North Dakota	Securities Commissioner North Dakota Securities Department	600 E. Boulevard Ave. State Capitol 5th Floor, Dept. 414 Bismarck, ND 58505
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Ave. John O. Pastore Complex Building 69-1 Cranston, RI 02920

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
South Dakota	Department of Labor and Regulation Division of Securities	124 S. Euclid Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 E. Main St. 9th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 E. Main St. 1st Floor Richmond, VA 23219
Washington (Agent)	Department of Financial Institutions Securities Division	150 Israel Rd. SW Tumwater, WA 98501 360-902-8760
Washington (State Administrator)	Department of Financial Institutions Securities Division	P.O. Box 9033 Olympia, WA 98507 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 201 W. Washington Ave. Suite 300 Madison, WI 53703

EXHIBIT D

POWER OF ATTORNEY – TELEPHONE AND INTERNET

STATE OF MICHIGAN

COUNTY OF OAKLAND

KNOW ALL MEN BY THESE PRESENTS

That _____ ("Franchisee") irrevocably constitutes and appoints ComForCare Franchise Systems, LLC, a Michigan limited liability company ("Franchisor"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, is necessary or advisable for the sole purpose of assigning to Franchisor all of Franchisee's right, title and interest in and to any and all telephone numbers of Franchisee's franchise and all related Yellow Pages, White Pages, internet listings, networking media sites and other business listings including, but not limited to, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone or internet service company providing services to Franchisee, and grants to Franchisor full power and authority to do and perform all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and powers granted.

During the term of this Power of Attorney and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with Franchisor is required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Franchisor. Any person, firm or corporation dealing with Franchisor is fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of the certificate has not been revoked and is in full force and effect, and Franchisee must not take any action against any person, firm or corporation acting in reliance on a certificate or a copy of this Power of Attorney. Any document executed on behalf of Franchisee by Franchisor is deemed to include a certificate on the part of Franchisor, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney terminates two (2) years following the expiration or termination of the Franchise Agreement dated _____ by and between Franchisor and Franchisee. The termination, however, does not affect the validity of any act or deed that Franchisor may have affected before that date pursuant to the power granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest. It is executed and delivered in the state of Michigan and the laws of the State of Michigan govern all questions as to the validity of this Power of Attorney and construction of its provisions.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of _____.

FRANCHISOR
ComForCare Franchise Systems, LLC
A Michigan Limited Liability Company

By: Stephen D. Greenwald
Title: In-house Counsel

FRANCHISEE

_____

_____

By: _____
Title: _____

_____

_____

EXHIBIT E

DEPOSIT AGREEMENT

This Deposit Agreement ("Agreement") is effective as of _____ (the "Effective Date"), by and between [Insert Franchisee's Corporate Name, a [Insert Franchisee's State of Organization and Type of Organization] and [Insert Franchisee's Name] and [Insert Franchisee's Name], as Individuals, with an address at [Insert Franchisee's Address] (together the "Franchisee") and ComForCare Franchise Systems, LLC, a Michigan limited liability company with an address at 900 Wilshire Dr., Suite 102, Troy, MI 48084-1600 ("Franchisor").

BACKGROUND

Franchisor grants franchises for the operation of [Insert Brand Name] (each, a "Franchised Business") to persons who meet Franchisor's qualifications and are willing to undertake the investment and effort to own and operate a Franchised Business as described in Franchisor's current form of Franchise Disclosure Document (the "FDD").

A. Franchisee and Franchisor are entering into a Franchise Agreement with an effective date of _____ (the "Franchise Agreement") under which Franchisee will be granted the right to open and operate a Franchised Business in [Insert Territory Description], and pursuant to which Franchisee must pay Franchisor the Initial Franchise Fee equal to $__ (the "Initial Franchise Fee").

B. Franchisee has requested, and Franchisor has agreed, that Franchisee may execute the Franchise Agreement and pay a non-refundable deposit of $___ (the "Deposit") toward the Initial Franchise Fee, with the opportunity to pay Franchisor the remaining balance of the Initial Franchise Fee of $__(the "Remaining Balance") the earlier of Franchisee's receipt of its [Method of Loan] loan or [Insert Length of Time] days from the Effective Date (the "Payment Period"), subject to the terms and conditions set forth in this Agreement.

TERMS

NOW, THEREFORE, in consideration of the mutual promises and undertaking set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

1. **Payment of Deposit.** Upon executing the Franchise Agreement, Franchisee must pay Franchisor the Deposit of $__ and Franchisee agrees and consents that if Franchisee does not pay Franchisor the Remaining Balance of $__ within the Payment Period, Franchisor will terminate the Franchise Agreement and retain the Deposit in addition to its rights identified in Section 2 below.

2. **Payment of Remaining Balance; Guaranty and Assumption of Obligations.** The acceptance by Franchisor of payment terms and this Deposit in no way alters Franchisee's obligation to pay the Remaining Balance to Franchisor. In addition, Franchisee agrees and acknowledges that this obligation is subject to and made part of the terms and conditions of the underlying Franchise Agreement and its Guaranty and Assumption of Obligations.

3. **Governing Law and Jurisdiction**. Michigan law governs this Agreement. Jurisdiction and venue for any claims involving this Agreement is exclusively in the courts of Michigan. The parties irrevocably submit to the venue and jurisdiction of such courts.

4. **Assignment**. This Agreement, and all rights and obligations of the parties, may not be assigned, subcontracted, or transferred by any party without the prior written consent of the other party.

5. **Background Information**. Both parties agree that the background information at the beginning of this Agreement is accurate.

6. **Entire Agreement.** The Franchise Agreement, this Deposit Agreement, and all other written agreements entered into in writing between the parties represent the entire understanding and agreement between the parties on the

subject matter of this Deposit Agreement and supersede all other negotiations, understandings and representations, if any, made between the parties. No representations, inducements, promises or agreements, oral or otherwise, if any, not embodied in this Deposit Agreement are of any effect.

IN WITNESS WHEREOF, the Franchisee and Franchisor have executed this Deposit Agreement effective as of the date set forth in the preamble of this Agreement.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

As Individuals:

By: _____

_____

EXHIBIT F

SAMPLE GENERAL RELEASE AGREEMENT, WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of_____, 20_____
by_____, a(n) _____
("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of ComForCare Franchise Systems, LLC, a Michigan limited liability company ("Franchisor," and together with Releasor, the "Parties").

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

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee (enter into a successor franchise agreement), and Franchisor has consented to such transfer (agreed to enter into a successor franchise agreement); and

WHEREAS, as a condition to Franchisor's consent to the transfer (**Franchisee's ability to enter into a successor franchise agreement**), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer (**Franchisor entering into a successor franchise agreement**), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. **Representations and Warranties**. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. The undersigned represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

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

3. **Non-disparagement**. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. **Confidentiality**. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third-party without Franchisor's express written consent, except as required by law.

5. **Miscellaneous**.

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

b. This Release will be construed and governed by the laws of the State of Michigan.

c. Each individual and entity that comprises Releasor will be jointly and severally liable for the obligations of Releasor.

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

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

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute but one and the same document.

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

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

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

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

EXHIBIT G

COMFORCARE FRANCHISE LOCATIONS
As of December 31, 2022

OPEN

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
ALABAMA				
Ryan Robnett	3940 Montclair Rd., Suite 200, Birmingham, AL 35213	205-730-7190	bhamcare@comforcare.com	N. Shelby County
ARIZONA				
Steve Alfonsi	14809 N. 73rd St., Suite 104, Scottsdale, AZ 85260	480-998-0668	steve@cfcaz.net	Scottsdale
Presley Reader	8715 W. Union Hills Dr., Suite 101, Peoria, AZ 85382	623-934-2722	suncitywest@comforcare.com	NW Valley
Renee Starnes	4045 N. Kolb Rd., Tucson, AZ 85750	520-297-4333	Renee.starnes@comcast.net	Tucson
Mark Young	1811 S. Alma School Dr., Suite 145, Mesa, AZ 85210	602-438-1300	s.phoenix@comforcare.com	South Phoenix
CALIFORNIA				
Maggie Artsvelian (2 territories)	5601 W. Slauson Ave., Suite 276, Culver City, CA 90230	424-777-3709	west-hollywood@comforcare.com	West Hollywood-Pasadena
Rick Bowman	611 Veterans Blvd., Suite 219, Redwood City, CA 94063	650-474-0000	comforcaremidpen@yahoo.com	San Mateo South
Molly and Lisa Chen	2707 E. Valley Blvd., Suite 307, West Covina, CA 91792	626-581-8191	lchen@comforcare.com	SE LA County
Stan Chow and Alice Ng (2 territories)	1931 Old Middlefield Way, Suite F, Mountain View, CA 94043	650-584-3184	ang@comforcare.com	South Bay/Mountain View
Shay and Rachel Davis	600 N. Mountain Ave., Suite B200, Upland, CA 91786	909-932-1110	sdavis@comforcare.com	Rancho Cucamonga
Tom DeZao	20585 Wisteria St., Castro Valley, CA 94546	510-538-2273	alameda@comforcare.com	Alameda County
Joel and Lynn Goldman (3 territories)	20121 Ventura Blvd., Suite 210, Woodland Hills, CA 91364	818-714-2299	sanfernandovalley@comforcare.com	San Fernando Valley
Mickey Landesberg	28310 Roadside Dr., Suite 147, Agoura Hills, CA 91301	818-699-1963	calabasas@comforcare.com	Calabasas
Vern and Frankie McCalla (2 territories)	301 Village Square, Suite 301, Orinda, CA 94563	925-258-9840	lamorinda@comforcare.com	West/Central Contra Costa

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
Faezeh Nemati	9747 Businesspark Ave., Suite 206, San Diego, CA 92131	858-247-1005	fnemati@comforcare.com	San Diego, Del Mar
Sam and Imelda Padama	1523 Tennessee St., Unit B2, Vallejo, CA 94590	707-557-6900	solano@comforcare.com	Solano County
Paresh and Pragna Panchal	4901 Morena Blvd., Suite 124, San Diego, CA 92117	858-270-1700	ppanchal@comforcare.com	San Diego, La Jolla
Nabil Qinnab	4733 Spruce Ave., Suite 106, Fresno. CA 93722	888-214-1711	nqinnab@comforcare.com	Fresno West
Brian and Samantha Saiki (2 territories)	1601 Dove St., Suite 212, Newport Beach, CA 92660	949-825-6000	bsaiki@comforcare.com	Southern Orange County
Ajay Saini	4049 1st St., Suite 126, Livermore, CA 94551	925-243-7373	asaini@comforcare.com	Tri-Valley/ Livermore
Scott Samuels (2 territories)	830 E. Vista Way, Suite 108, Vista, CA 92084	760-724-7273	ncsandiego@comforcare.com	San Diego – North Count Costal & Inland
Tony Walker	100 Doyle St., Suite F, Santa Cruz, CA 95062	831-427-1553	santacruzca@comforcare.com	Santa Cruz County
COLORADO				
Michael Duffy (2 territories)	12600 W. Colfax Ave., Suite A240, Lakewood, CO 80215	303-232-4473	denverwest@comforcare.com	West Denver
Charles New	1021 E. Boulder Rd., Suite L, Louisville, CO 80027	720-738-0044	cnew@comforcare.com	Boulder
Michael Stanley and Rose Ordonez (2 territories)	1101 W. Mineral Ave., Suite 102B, Littleton, CO 80120	720-575-5576	denversouth@comforcare.com	East and Southern Denver
Chris and Laura Wining (2 territories)	541 Garden Dr., Unit J, Windsor, CO 80550	970-460-9947	fortcollins@comforcare.com	Fort Collins
CONNECTICUT				
Neil Anand	1700 Post Rd., Suite E5, Fairfield, CT 06824	203-612-8955	nanand@comforcare.com	Fairfield
Daniel Broch	259 Main St., Suite 4, Stamford, CT 06901	203-705-0220	stamfordoffice@comforcare.com	Stamford
Jim and Trudy Rust	176 W. Main St., Suite 1, Avon, CT 06001	860-409-0455	nwct@comforcare.com	Farmington Valley
Devon Williams	155 Main St., Suite 201, Danbury, CT 06810	203-702-1181	danbury@comforcare.com	Danbury
FLORIDA				
Brittney Akins	5118 N. 56th St., Suite 212, Tampa, FL 33610	813-542-3330	bakins@comforcare.com	Metro Tampa - Central
Shauna and Brian Brinkerhoff	228 N. Tennessee Ave., Lakeland, FL 33801	863-337-3323	sbrinkerhoff@comforcare.com	Lakeland
Nuno Ferreira	5331 Primrose Lake Circle, Suite 109, Tampa, FL 33647	813-675-4000	nferreira@comforcare.com	Tampa Metro NE

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
Christina Getz, RN and Marvin McBride, MD	1766 Fox Hill Dr., Lakeland, FL 33810	863-268-4163	cgetz@comforcare.com	Winter Haven
Cindy Gray, RN (4 territories)	402 Wilma St., Longwood, FL 32750	407-406-5902	wecare4u@comforcare.com	Greater Orlando
Scott Greenberg, Allison and Tino Negri, Melissa and Joe Morante (4 territories)	9121 N. Military Trail, Suite 216, Palm Beach Gardens, FL 33410	561-630-1620	palmbeach@comforcare.com	Palm Beach
	5624 Linton Blvd., Delray Beach, FL 33484			Delray Beach
	10685 SW Stony Creek Way, Port St. Lucie, FL 34987	772-584-2416		Treasure Coast
Curt Reilly (2 territories)	9432 Baymeadows Way, Suite 120, Jacksonville, FL 32256	904-232-4407	jaxfl@comforcare.com	Greater Jacksonville
Jeff Stone (3 territories)	440 E. Sample Rd., Suite 108, Pompano Beach, FL 33064	954-946-1960	northbroward@comforcare.com	Broward County
	15450 New Barn Rd., Suite 309, Miami Lakes, FL 33014	305-860-8555	miami-dade@comforcare.com	Miami-Dade-North
GEORGIA				
Mike Acker	6065 Roswell Rd., Suite 424, Atlanta, GA 30328	770-649-9930	nwatlanta@comforcare.com	NW Metro Atlanta
Christian Kuswita (3 territories)	324 Cherokee St. NE, Marietta, GA 30060	470-231-0023	cobbcounty@comforcare.com	Kennesaw-Smyrna
Melanie Union and Brian Losonsky	120 North Crest Blvd., Suite C, Macon, GA 31210	478-305-7495	munion@comforcare.com	Middle Georgia
IDAHO				
Wendy Kalina and Bonnie Bilheimer	600 E. Watertowner St., Suite G, Meridian, ID 83642	208-297-5016	treasurevalley@comforcare.com	Boise/Treasure Valley
ILLINOIS				
Bart Balaz	1207 McHenry Rd., Suite 218A, Buffalo Grove, IL 60089	847-955-1515	chicagoburbs@comforcare.com	Southern Lake County
Samantha and Dale Carpenter (2 territories)	1240 Iroquois Ave., Suite 404, Naperville, IL 60563	630-536-8501	scarpenter@comforcare.com	Naperville-Downers Grove
Joel Corush	226 W. Judd St., 2nd Floor, Suite A, Woodstock, IL 60098	815-356-0200	jcorush@comforcare.com	McHenry County
Mickey Sons	1400 Renaissance Dr., Suite 103, Park Ridge, IL 60068	847-823-0800	parkridge@comforcare.com	NW Cook County
John and Laura Trompeter	211 E. Illinois St., Unit 1C, Wheaton, IL 60187	630-517-8423	jtrompeter@comforcare.com	DuPage County

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
INDIANA				
Beth Bigham (2 territories)	3725 E. Southport Rd., Suite F, Indianapolis, IN 46227	317-664-5136	southindy@comforcare.com	Indianapolis South
Uthaman Erogbogbo	3437 Airport Rd., Portage, IN 46368	219-462-2400	portage-in@comforcare.com	Portage/ Valparaiso
Ryan and Hayley Murray (2 territories)	50 E. 91st St., Suite 305, Indianapolis, IN 46240	317-575-3983	northmetroindy@comforcare.com	North Metro Indianapolis
KANSAS				
Chad Trondson	13608 W. 95th St., Lenexa, KS 66215	913-906-9880	johnsoncountyks@comforcare.com	South Metro Kansas City
KENTUCKY				
Chris and Julie Prentice	308 N. Evergreen, Suite 140, Louisville, KY 40243	502-254-0850	louisvilleeast@comforcare.com	Louisville - East
LOUISIANA				
Lori Franzo and Patrice Vest (2 territories)	2101 Sg. Alfred Dr., Suite C, Slidell, LA 70458	985-781-6619	slidell@comforcare.com	New Orleans and Slidell
MARYLAND				
Michelle and Mark Armour (2 territories)	9418 Annapolis Rd., Suite 100, Lanham, MD 20706	240-764-5844	marmour@comforcare.com marmour1@comforcare.com	Prince George's
Tom and Sue Bolander	846 Ritchie Highway, Suite L-2, Severna Park, MD 21146	443-906-6282	greaterannapolis@comforcare.com	Greater Annapolis
Connie Pawloski	5640 Nicholson Ln., Suite 216, Rockville, MD 20852	301-816-0222	rockville@comforcare.com	South Montgomery County
Patricia Cresta-Savage (2 territories)	7678 Quarterfield Rd., Suite 203, Glen Burnie, MD 21061	410-760-8906	Wannearundel@comforcare.com	West/North Anne Arundel and Howard
Jenette Young (2 territories)	9952 Liberty Rd., Randallstown, MD 21133	410-922-6262	nwbaltimore@comforcare.com	NW Baltimore and Carroll
	210 W. Pennsylvania Ave., Suite 100E, Towson, MD 21204	410-922-2774	towson@comforcare.com	Towson
MASSACHUSETTS				
Victor Duran	44 Mechanic St., Suite 104, Newton, MA 02464	857-314-0138	vduran@comforcare.com	Newton
Su and Sumit Madan (2 territories)	399 Neponset St., Suite 208, Canton, MA 02021	781-821-2800	bostontricounty@comforcare.com	Boston Tri-County
Dan Schreiner (2 territories)	12 Main St. Orleans, MA 02653	508-209-5714	Capeandsouthcoast@comforcare.com	Cape and South Coast

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
Lou Sirignano (2 territories)	10 Tower Office Park, Suite 515, Woburn, MA 01801	781-935-8100	lsirignano@comforcare.com	Winchester/ Woburn/Cambridge
MICHIGAN				
Chris and Kendra Churches	814 S. Otsego Ave., Suite C, Gaylord, MI 49735	989-448-2778	northernmi@comforcare.com	Northern Michigan
Emily Fouty	1155 W. Beecher St., Adrian, MI 49221	517-759-4507	jacksonmi@comforcare.com	Jackson/Adrian
Kate Fraser	10775 S. Saginaw St., Bldg C., Suite C, Grand Blanc, MI 48439	810-766-9384	kfraser@comforcare.com	Genesee and Livingston Counties
Stacy Munday	9035 Lewis Ave., Temperance, MI 48182	734-344-5577	smunday@comforcare.com	Monroe County
Adilah Green	12434 E. 12 Mile Rd., Suite 102, Warren, MI 48093	586-992-5557	agreen@comforcare.com	Sterling Heights
Danish Haq (2 territories)	6100 Newport Rd., Suite 208, Portage, MI 49002	269-359-4141	kalamazoo@comforcare.com	Kalamazoo/ Battle Creek/ Benton Harbor
Virginia and Vernon Irwin (2 territories)	186 N. Main St., Plymouth, MI 48170	734-414-1981	westernwayne@comforcare.com	Western Wayne County/Downriver
Eileen Martinez	2708 Rochester Rd., Rochester Hills, MI 48307	248-623-6500	emartinez@comforcare.com	North Oakland County
Bill McIntyre and Mike Merren	4596 Plainfield Ave. NE, Grand Rapids, MI 49525	616-285-7000	greatergr@comforcare.com	Kent County
Nik Mehrotra (2 territories)	36528 Grand River Ave., Suite A-3, Farmington Hills, MI 48335	248-987-6865	wbloomfield@comforcare.com	West Bloomfield/ Farmington Hills
Patricha Jean	22811 Greater Mack, Suite 112, St. Clair Shores, MI 48080	586-552-4300	pjean@comforcare.com	Grosse Pointes/ S. Macomb County
Ajay Sehgal	25800 W. Eleven Mile Rd., Southfield, MI 48034	248-745-9700	asehgal@comforcare.com	Bloomfield Hills/Troy/ Royal Oak
Wilbert and Alois Smith	515 N. Washington Ave., Suite 404, Saginaw, MI 48607	989-752-5501	mbsmichigan@comforcare.com	Great Lakes Bay Region
Ken and Dawn Stoll	129 E. Main St., Stanton, MI 48888	989-831-5000	midmichigan@comforcare.com	Mid/Central Michigan
Craig Vanderburg	35519 23 Mile Rd., New Baltimore, MI 48047	586-725-0005	cvanderburg@comforcare.com	St. Clair/ North Macomb Counties
Kelly and Bill Woods	124 Pearl St., Suite 203, Ypsilanti, MI 48197	734-739-2273	kwoods@comforcare.com	Washtenaw/ Livingston

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
MINNESOTA				
Bryan Cremeen (2 territories)	420 Summit Ave., St. Paul, MN 55102	651-237-7727	bcremeen@comforcare.com	St. Paul
	17565 Central Ave. NE, Suite 200, Ham Lake, MN 55304	763-392-4648		
MISSISSIPPI				
Columbus and CJ Jones	2401 5th St. N., Suite 1, Columbus, MS 39705	662-244-7226	columbusms@comforcare.com	Columbus/NE Mississippi
MISSOURI				
Shawn Rimerman	1023 Executive Pkwy, Suite 18, St. Louis, MO 63141	314-965-9600	stlouis@comforcare.com	St. Louis/ Kirkwood
NEVADA				
Alan and Teri Hughes	6270 McLeod Dr., Suite 140, Las Vegas, NV 89120	702-919-1580	henderson@comforcare.com	Henderson/ Las Vegas
NEW JERSEY				
Michael Costigan (2 territories)	1000 Maplewood Dr., Suite 110, Maple Shade, NJ 08052	609-747-8866	burlington@comforcare.com	Burlington/ Camden Counties
James Del Vecchio (2 territories)	4400 Route 9 South, Suite 3600, Freehold, NJ 07728	732-591-8100	jdelvecchio@comforcare.com	Central and Southern Monmouth
Mike Durkin	1072 Parkway Ave., Ewing, NJ 08628	609-771-0083	mdurkin@comforcare.com	Mercer County
Nancy Lorince	92 E. Main St., Suite 305, Somerville, NJ 08876	908-927-0500	somersetnj@comforcare.com	Somerset County
Ted Maglione (2 territories)	66 Ford Rd, Suite 214, Denville, NJ 07834	973-316-1400	tmaglione@comforcare.com	Morris/Passaic Counties
Prakash Mamtaney	277 Fairfield Rd., Suite 311, Fairfield, NJ 07004	973-244-9400	essexnj@comforcare.com	Essex County
Jonathan and Cherry Picache (2 territories)	61 N. Washington Ave., Bergenfield, NJ 07621	201-962-3222	jpicache@comforcare.com	Northeast Bergen County
Bison Simon	498 Inman Ave., Suite 201, Colonia, NJ 07067	732-499-0182	bsimon@comforcare.com	Middlesex North
Laxman Viswanath (2 territories)	1122 Route 22 West, Suite 206, Mountainside, NJ 07092	908-408-5220	unionnj@comforcare.com	Union County/ South Essex County
Chitra Viswanath (3 territories)	9 Davison Ave., Suite 202, Jamesburg, NJ 08831	732-561-2035	cviswanath@comforcare.com	South Middlesex County
	354 State St., Suite 201, Hackensack, NJ 07601	201-820-4200		Central Bergen/North Hudson

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
NEW YORK				
Mark and Lynn Judd	3380 Monroe Ave., Suite 116, Rochester, NY 10509	585-381-5439	mjudd@comforcare.com	Rochester - East
Dmitry Karpov and Alexa Supron	955 Coney Island Ave., Suite 220, Brooklyn, NY 11230	347-462-9001	dkarpov@comforcare.com	Brooklyn South
Tess Manipon	2 Lake St., Suite 102, Monroe, NY 10950	845-595-1750	careyoukeep@comforcare.com	Orange County
Montser Rofael (2 territories)	1330 A Rockland Ave., Staten Island, NY 10314	718-477-1144	statenisland@comforcare.com	Staten Island
NORTH CAROLINA				
Joe and Carol Costanzo	7215-200 Pineville Matthews Rd., Charlotte, NC 28226	704-543-0630	jcostanzo@comforcare.com	Greater Charlotte
Howard Driggers	233 N. Spring St., Greensboro, NC 27401	336-617-6001	thetriad@comforcare.com	The Triad/ Greensboro
Ryan Gragg	8005 North Point Blvd., Suite H, Winston Salem, NC 27106	336-759-4208	rgragg@comforcare.com	Piedmont Area
Andrée Vetrano	3820 Merton Dr., Suite 203, Raleigh, NC 27609	919-647-9150	northwake@comforcare.com	Raleigh
Preston von Arx	117 Goldsboro St. South, Wilson, NC 27893	252-243-4020	wilsonnc@comforcare.com	Wilson/Rocky Mount/ Greenville
	125-A Oakmont Dr., Greenville, NC 27858	252-830-4020		
OHIO				
Glenn and Julie Capri, Shannon Fields	7419 Kingsgate Way, West Chester, OH 45069	513-777-4860	northcincy@comforcare.com	Butler County
Maria Dubnicka	978 East Aurora Rd., Macedonia, OH 44056	440-914-0334	neohio@comforcare.com	NE Ohio
John Ikirt	7086 Corporate Way, Suite 102, Dayton, OH 45459	937-432-6475	jikirt@comforcare.com	Dayton
David and Linda Knipes	3611 Socialville-Foster Rd., Suite 104, Mason, OH 45040	513-234-0391	cincy-ne@comforcare.com	Cincinnati Northeast
Natacha Miller (2 territories)	6430 E. Main St., Suite 101, Reynoldsburg, OH 43068	614-864-9446	miller.natacha@gmail.com	Columbus
Deborah Vermillion	13315 Prospect Rd., Strongsville, OH 44149	440-638-7001	dvermillion@comforcare.com	Central Cuyahoga County
OKLAHOMA				
Khalid Bokhari (2 territories)	5300 N. Meridian Ave., Suite 1, Oklahoma City, OK 73112	405-217-0706	oklahomacity@comforcare.com	Oklahoma City
	120 S. Broadway, Tecumseh, OK 74873	405-438-0078		

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
OREGON				
John Hughes	3470 Pipebend Pl NE, Suite 100, Salem, OR 97301	503-400-6637	jhughes@comforcare.com	Salem
Marissa Phillips (2 territories)	6700 SW 105th Ave., Suite 106, Beaverton, OR 97008	971-801-7606	mphillips@comforcare.com	Greater Portland - West
Mark and Christina Turnbull (2 territories)	18615 Williamette Dr., West Linn, OR 97068	503-636-0417	portlandsouth@comforcare.com	Portland South and East
PENNSYLVANIA				
Michael Barron (2 territories)	10521 Perry Hwy, Suite 115, Wexford, PA 15090	724-759-7674	nwpittsburgh@comforcare.com	NW Pittsburgh
Cassandra Bennett (2 territories)	440 East Butler, 2nd Floor, Ambler, PA 19002	215-646-8250	cbennett@comforcare.com	Montgomery County – South/ Philadelphia - South
Gene Bonner	111 North Olive St., 2nd Floor, Media, PA 19063	610-566-5102	delawarepa@comforcare.com	Delaware County
Sean Fitzsimmons (2 territories)	1259 S. Cedar Crest Blvd., Suite 310, Allentown, PA 18103	610-628-9705	lehighvalley@comforcare.com	Lehigh Valley
Michael Griffin	266 W. Market St, York, PA 17401	717-718-9393	mgriffin@comforcare.com	York County
	1 Center Square, Suite 4, Hanover, PA 17331	717-969-2156		
Nataki Hudson	770 E. Market St., Suite 188, West Chester, PA 19380	610-241-1199	nhudson@comforcare.com	South Chester County
Ravi Mahajan	1001 N. Broad St., Suite A, Room 1 & 2, Lansdale, PA 19446	267-297-1818	montgomery-north@comforcare.com	Montgomery County - North
Griff Roberts	47 Marchwood Rd., Suite 1G, Exton, PA 19341	610-363-1485	groberts@comforcare.com	North Chester County
Christopher Smith	1364 Harrisburg Pike, Lancaster, PA 17601	717-824-3643	csmith@comforcare.com	Lancaster County
Daniel Surkin (2 territories)	116 N. Bellevue Ave., Suite 204, Langhorne, PA 19047	215-750-1880	dsurkin@comforcare.com	Lower Bucks County
Dwindal and Sheena Toliver	4371 Union Deposit Rd., Harrisburg, PA 17111	717-545-6054	shtoliv@comcast.net	Harrisburg
Anna Zaydenberg	4374 Murray, Pittsburgh, PA 15217	412-521-4700	alleghenypa@comforcare.com	East Allegheny County
SOUTH CAROLINA				
Chris Hornung	22 Office Park Ct., Suite C, Columbia, SC 29223	803-764-0231	chornung@comforcare.com	Columbia/ Lexington
Joe McIntosh	1203 48th Ave. N, Suite 201, Myrtle Beach, SC 29577	843-444-2483	jmcintosh@comforcare.com	Myrtle Beach
Charity Owens	104 Buckwalter Pkwy, Suite F., Bluffton, SC 29910	678-573-9073	cowens@comforcare.com	Hilton Head

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
Pradeep Sharma	116 E. Main St., Suite 201, Rock Hill, SC 29730	980-705-2255	psharma@comforcare.com	York County
Terry and Kay Steinlicht	3623 Old Charleston Rd., Johns Island, SC 29455	843-225-2067	charlestonsc@comforcare.com	Charleston
TENNESSEE				
Peter Gicheru and Sarah Gitau	9520 Stage Rd., Suite 133, Bartlett, TN 38134	901-504-6154	pgicheru@comforcare.com sgitau@comforcare.com	Memphis-East
Raj Selvam (2 territories)	623 E. Main St., Suite 2, Hendersonville, TN 37075	615-338-6148	rselvam@comforcare.com	Nashville
TEXAS				
Liz and Christian Alvarez	1304 W. Euless Blvd., Suite 200, Euless, TX 76040	469-981-3033	irving@comforcare.com	Irving
Akanskha Bist	400 Main St., Suite 103, Round Rock, TX 78664	512-957-0006	abist@comforcare.com	North Austin
Marsene Boldt	16868 Royal Crest Dr., Houston, TX 77058	281-335-4882	mboldt@atyoursidehomecare.com	SE Harris and Galveston Counties
Tamara and Shawn Franks	10200 Grogan's Mill Rd., Suite 360, The Woodlands, TX 77380	281-719-5221	woodlandsarea@atyoursidehomecare.com	The Woodlands
Micah Gibbs	2017 E. Tyler, Harlingen, TX 78550	956-300-2000	mgibbs@comforcare.com	Rio Grande Valley - East
Brad Massey	1017 Ranch Road 620 South, Suite 220, Lakeway, TX 78734	512-402-9599	bmassey@comforcare.com	Texas Hill Country
Ramon Molina	1836 W. Virginia, Suite 104-A, McKinney, TX 75069	214-592-0840	rmolina@comforcare.com	Collin County
Chad and Andrea Otte	1281 Common St., New Braunfels, TX 78130	830-632-5887	cotte@comforcare.com aotte@comforcare.com	New Braunfels
Sharonda Perry	1030 N. Davis Dr., Arlington, TX 76012	817-983-0989	sperry@comforcare.com	Arlington
Tammy Smith	18001 Highway 105W, Suite 200, Montgomery, TX 77356	936-274-9200	tsmith@atyoursidehomecare.com	Montgomery
David Smithen	12700 Hillcrest Dr., Suite 125, Dallas, TX 75230	214-301-7880	dsmithen@comforcare.com	Dallas – Park Cities
Steven Urenda	8203 Willow Place South, Suite 345, Houston, TX 77070	281-520-3746	nwhouston@atyoursidehomecare.com	NW Houston
Carlos Valenciano	19056 Sherwood Trl, Helotes, TX 78023	210-637-9283	cvalenciano@comforcare.com	San Antonio
Rick, Donna and Rudy Wrabel	2400 Augusta Dr., Suite 260, Houston, TX 77057	713-337-1133	rwrabel@atyoursidehomecare.com	West Houston
UTAH				
Devin Larsen	7069 S. Highland Dr., Cottonwood Heights, UT 84121	801-447-5353	dlarsen@comforcare.com	East Salt Lake

NAME	ADDRESS	PHONE	EMAIL	TERRITORY
Bruce Lee	1451 N. 200 E., Suite 240, Logan, UT 84341	435-754-7676	n-utah@comforcare.com	Northern Utah
VIRGINIA				
Marques Jones	8003 Franklin Farms Dr., Suite 113, Richmond, VA 23229	804-285-2892	mjones@comforcare.com	North Metro Richmond
John and Debra Kipps	1499 Chain Bridge Rd., Suite 203-A, McLean, VA 22101	703-870-3711	mclean@comforcare.com	Fairfax County - West
Nancy Pettiford	5233 Wilson Blvd, Suite 100, Arlington, VA 22205	703-215-8989	arlingtonva@comforcare.com	Arlington
Deepa Ramani	14301 Sullyfield Circle, Suite 202, Chantilly, VA 20151	571-492-4600	nova@comforcare.com	Loudoun County
Corliss Williams	2306 Boulevard, Suite B, Colonial Heights, VA 23834	804-454-0137	cwilliams@comforcare.com	SE Richmond
WASHINGTON				
Scott Collins	5701 3rd Ave., Suite B, Seattle, WA 98108	206-347-3030	scollins@comforcare.com	Seattle
Randy and Debi Kyle	6407B NE 117th Ave., Vancouver, WA 98662	360-718-8276	dkyle@comforcare.com	Vancouver
WISCONSIN				
Bonnie Hare	1020 James Dr., Suite F, Hartland, WI 53029	262-446-2000	bhare@comforcare.com	Waukesha
Michael Laird	830 N. 109th St., Suite 27, Wauwatosa, WI 53226	414-282-8606	mlaird@comforcare.com	Milwaukee County – North
Dave and Lisa Morbeck	W218N17485 Delaney Court, Jackson, WI 53037	262-674-1515	dmorbeck@comforcare.com	West Bend/ Osaukee
Jefferson Stanley	8383 Greenway Blvd., Suite 600, Middleton, WI 53562	608-836-1868	jefferson@cfchomecare.com	Madison/Dane County

SIGNED AGREEMENTS BUT NOT YET OPEN
December 31, 2022

CALIFORNIA				
Navneet Malhi	1970 Maiden Grass Ave., Manteca, CA 95337	209-276-5023	nmalhi@comforcare.com	Modesto
Lisa Mendez and Laurence Corkins (2 territories)	69730 Highway 111, Suite 106, Rancho Mirage, CA 92270	760-832-6055	lmendez@comforcare.com lcorkins@comforcare.com	Palm Desert/Palm Springs
Cliff Shaw (2 territories)	1543 Oak Canyon Dr., San Jose, CA 95120	408-666-0574	cshaw@comforcare.com	Central San Jose
COLORADO				
Renier and Jennifer Walters	2002 Diamond Creek Dr., Colorado Springs, CO 80921	949-378-1468	jwalters@comforcare.com	Colorado Springs - North
FLORIDA				
Arash Barghi (3 territories)	8829 NW 103rd Place, Doral, FL 33178	786-838-2040	a.barghi,verhuur@gmail.com	Southeast Florida
Brian and Shauna Brinkerhoff (1 territory)	228 N. Tennessee Ave., Lakeland, FL 33801	863-337-3323	bbrinkerhoff@comforcare.com sbrinkerhoff@comforcare.com	North Manatee County
Nuno Ferreira (1 territory)	5331 Primrose Lake Circle, Suite 109, Tampa, FL 33647	813-675-4000	nferreira@comforcare.com	Pasco East
Christina Getz and Marvin McBride (5 territories)	1766 Fox Hill Dr., Lakeland, FL 33810	863-268-4163	cgetz@comforcare.com mmcbride@comforcare.com	Pinellas North/Pasco West
Tiffani Gorecki-Campos	3951 SE 219th Ave., Morriston, FL 32668	352-777-6775	tcampos@comforcare.com	Ocala West/Sumter
Christine Lacy	18725 Cortes Creek Blvd., Spring Hill, FL 34610	813-505-1020	clacy@comforcare.com	Hernando and Citrus Counties
Raymond Neff	700 John Ringling Blvd., #E215, Sarasota, FL 34236	941-928-0400	rneff@comforcare.com	Sarasota
GEORGIA				
Orathia and Stephen Mitchell	44 Darby's Crossing, Hiram, GA 30141	610-999-7999	omitchell@comforcare.com	Douglas-Paulding
Tangi Smith	3404 Bradfield Dr., Clarksville, TN 37042	931-302-6310	tangicsmith@hotmail.com	Clayton

ILLINOIS				
Walter Munoz and Sandra Alvarez	721 Heatherdown Way, Buffalo Grove, IL 60089	773-580-6094	walter_munoz84@hotmail.com wsmunozfamily@gmail.com	North Shore
INDIANA				
Uthman Erogbogbo	307 Alderwood Ln, Atlanta, GA 30328	404-713-5663	jawad@comforcare.com	Lake County
MASSACHUSETTS				
Dan Schreiner (1 territory)	12 Main St. Orleans, MA 02653	508-209-5714	Capeandsouthcoast@comforcare.com	Cape and South Coast
Aderonke Telusufi (2 territories)	500 Andover St., Lowell, MA 01852	617-817-5432	atelufusi@icloud.com	Lowell/Concord
NEBRASKA				
Kimberly Reyes	7004 N. 89th Ave., Omaha, NE 68122	402-219-4106	kimlinares14@outlook.com	Omaha – North
NEW JERSEY				
Sophia Gibbs and Sierra Graham	507 Sheffield Ave., Floor 1, Brooklyn, NY 11207	347-986-4223	sgraham@comforcare.com	Jersey City
NORTH CAROLINA				
Pradeep Sharma (4 territories)	1012 Hickory Pine Rd., Waxhaw, NC 28173	980-800-2479	psharma@comforcare.com	Suburban Metrolina
PENNSYVLANIA				
Daniel Oliech and Okorie Uchendu	1012 Hickory Pine Rd., Waxhaw, NC 28173	980-800-2479	psharma@comforcare.com	SE Pittsburgh
TENNESSEE				
Brandon Johnson	1317 Woodland Ridge Ln., Knoxville, TN 37919	704-564-3165	bjohnson@comforcare.com	Knoxville South
TEXAS				
Bernd Kimmel	915 67th St. NW, Bradenton, FL 34209	941-264-3380	bkimmel@comforcare.com	Corpus Christi
VIRGINIA				
Tazeem Mawji	320 N. West St., Falls Church, VA 22046	202-294-0128	Tmawji1@gmail.com	SE Fairfax/ Alexandria

EXHIBIT H
CONTACT INFORMATION FOR FORMER FRANCHISEES
As of December 31, 2022

Contact information for franchisees who:

- have 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
- have not communicated with the franchisor within 10 weeks of the disclosure document issuance date.

CLOSED
As of December 31, 2022

NAME	ADDRESS	PHONE	EMAIL
CALIFORNIA			
Paul Kalica	6470 Beaver Lake Ct., San Diego, CA 92119	619-634-9990	paul.kalica@gmail.com
FLORIDA			
William McKenna	31 Franklin Ct., St. Petersburg, FL 33771	727-510-9156	bill@themvgroupinc.com
GEORGIA			
Alan Bates	577 Streamwood Ivy Trail, Suwanee, GA 30024	678-546-5384	dalanbates@att.net bate1477@bellsouth.net
Roger "Chip" Mitchell	2501 Callier Springs Rd., Rome, GA 30161	706-622-3065	tatorchip@gmail.com
	503 W. 10th St., Rome, GA 30165	706-844-2597	
MARYLAND			
Dervent Wiltshire	101 Lakeforest Blvd., Suite 380, Gaithersburg, MD 20877	301-947-2079	kofi-md@msn.com
	1302 Autumn Brook Ave., Silver Springs, MD 20906	240-838-4784	
MINNESOTA			
Bryan Cremeen	17565 Central Ave., Suite 200, Ham Lake, MN 55304	763-392-4648	bcremeen@comforcare.com
NEW YORK			
Kyle Budinscak	17 Linden Court Rear Courtyard, Red Bank, NJ 07701	732-970-6164	kellrc@aol.com
	887 Church Lane, Middletown, NJ 07748	732-742-6069	
OHIO			
John Sullivan	2815 Aaronwood Ave. NE, Massillon, OH 44646	800-785-1255	

NAME	ADDRESS	PHONE	EMAIL
SOUTH CAROLINA			
Goodwill Industries	115 Haywood Rd., Greenville, SC 29607	864-269-5005	mgearhart@goodwillsc.org
TENNESSEE			
Roger “Chip” Mitchell	2501 Callier Springs Rd., Rome, GA 30161	706-622-3065	tatorchip@gmail.com
	503 W. 10th St., Rome, GA 30165	706-844-2597	

TRANSFERS
As of December 31, 2022

NAME	ADDRESS	PHONE	EMAIL
MICHIGAN			
Jeff and Lisa Case	4391 Knowles Rd., North Adams, MI 49262	517-425-2167	jandlcase@hotmail.com
Kevin Prior	48791 Running Trout Lane, Northville, MI 48168	904-613-8992	kevin.prior@att.net
JT Singh	1485 Napa, Canton, MI 48187	313-303-5372	jsj5791@gmail.com
MINNESOTA			
Kim Kirmeier	17565 Central Ave., Suite 200, Ham Lake, MN 55304	763-392-4648	kkirmeier@comforcare.com
NEW JERSEY			
Gary and Elaine Raymond	101 Lindabury Lane, PO Bx 36, Pottersville, NJ 07979	908-458-1341	raymond@comforcare.com
NORTH CAROLINA			
David Abrams	6708 Kenette Dr., Pfafftown, NC 27040	336-829-2544	dabramscfc@gmail.com
TEXAS			
David and Laura Hittler	9711 Deer Path Lane, Magnolia, TX 77354	281-881-4144	dhittler@comcast.net
Mike and June Peggs	1005 Avenue F, Bay City, TX 77414	267-664-9223	jpeggs@atyoursidehomecare.com

EXHIBIT I
STATE ADDENDA

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

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

The Maryland Securities Commissioner has required us to obtain a surety bond because of our financial condition. We have obtained a surety bond in the sum of $150,000, and that bond is on file with the Maryland Securities Division. If we fail to strictly comply with all applicable provisions of and all orders, rules, and regulations issued pursuant to the Maryland Franchise Registration and Disclosure Law, we may become liable for the payment of the bond sum to the State of Maryland for the use and benefit of any person(s) that have a claim under the conditions of the bond obligation.

Acknowledgment Addendum:

The representations under this Acknowledgment Addendum are not intended, nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Nothing in the Franchise Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
>
> Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

4. All representatives requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. The Maryland Securities Commissioner has required us to obtain a surety bond because of our financial condition. We have obtained a surety bond in the sum of $150,000, and that bond is on file with the Maryland Securities Division. If we fail to strictly comply with all applicable provisions of and all orders, rules, and regulations issued pursuant to the Maryland Franchise Registration and Disclosure Law, we may become liable for the payment of the bond sum to the State of Maryland for the use and benefit of any person(s) that have a claim under the conditions of the bond obligation.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

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

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure), 180 days notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

The Franchise Agreement contains a liquidated damages provision. This provision may not be enforceable under Minnesota law.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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 NYS DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21st FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE

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 at our discretion.

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

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

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

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

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010 – 19.100.940 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR	FRANCHISEE
ComForCare Franchise Systems, LLC	_____
A Michigan Limited Liability Company	_____
By: Stephen D. Greenwald	By: _____
Title: In-house Counsel	Title: _____
_____	_____

EXHIBIT J

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	Different Form of FDD
Florida	Pending Registration
Hawaii	Pending Registration
Illinois	Different Form of FDD
Indiana	Pending Registration
Maryland	Pending Registration
Michigan	Effective
Minnesota	Pending Registration
New York	Pending Registration
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Texas	Effective (one-time filing)
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	Pending Registration

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K
RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

The Federal Trade Commission requires ComForCare Franchise Systems, LLC to provide this disclosure document to you fourteen (14) calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

In New York, New York 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.

If ComForCare Franchise Systems, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in Exhibit C.

Franchise Seller: ComForCare Franchise Systems, LLC
900 Wilshire Drive, Suite 102
Troy, MI 48084-1600
800.886.4044
Sellers: Walter Baranowski, 900 Wilshire Dr., Suite 102, Troy, MI 48084, 800-886-4044
Julie Doublet, 900 Wilshire Dr., Suite 102, Troy, MI 48084, 800-886-4044
David Tarr 900 Wilshire Dr., Suite 102, Troy, MI 48084, 800-886-4044

Date of Issuance: April 1, 2023

This disclosure document included the following Exhibits:

Exhibit A	Financial Statements
Exhibit B	Franchise Agreement
Exhibit C	State Administrators and Agents for Service of Process
Exhibit D	Power of Attorney – Telephone and Internet
Exhibit E	Sample Deposit Agreement
Exhibit F	Sample Release Agreement
Exhibit G	List of Franchise Locations
Exhibit H	Contact Information for Former Franchisees
Exhibit I	State Addenda
Exhibit J	State Effective Dates
Exhibit K	Receipts

PROSPECTIVE FRANCHISEE:

If a business entity:

Name of Business Entity:

_____

By: _____
Signature

Print Name: _____

Its: _____
Title

Date: _____

If an individual:

_____
Signature

Print Name: _____

Date: _____

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

The Federal Trade Commission requires ComForCare Franchise Systems, LLC to provide this disclosure document to you fourteen (14) calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

In New York, New York 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.

If ComForCare Franchise Systems, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed in Exhibit C.

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900 Wilshire Drive, Suite 102
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Exhibit I	State Addenda
Exhibit J	State Effective Dates
Exhibit K	Receipts

PROSPECTIVE FRANCHISEE:

If a business entity:

Name of Business Entity:

_____

By: _____
Signature

Print Name: _____

Its: _____
Title

Date: _____

If an individual:

_____
Signature

Print Name: _____

Date: _____