FRANCHISE DISCLOSURE DOCUMENT

Family Financial Centers

Family Financial Centers, LLC
a Delaware Limited Liability Company
99 Lantern Drive, Suite 101
Doylestown, PA 18901
Telephone: 215-230-5508
www.familyfinancialcenters.com
www.FFCfranchising.com

You will operate a financial services center offering check cashing, money orders, wire transfers, electronic bill payments, fax and copier services, tax preparation services, and other financial products offered through third party vendors under the name "FAMILY FINANCIAL CENTERS®."

The total investment necessary to begin operation of a FAMILY FINANCIAL CENTERS® standard franchise ranges from $224,410 to $307,010. This includes $123,500 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a FAMILY FINANCIAL CENTERS® Store 'N Store franchise ranges from $153,710 to $225,710. This includes $90,500 to $123,500 that must be paid to the franchisor or its affiliate(s). Many of our franchisees purchase the assets of an existing money service business and convert it into a FAMILY FINANCIAL CENTERS® franchise. Historically, the cost associated with purchasing an independent money service business ranges from $100,000 to $250,000. This does not include fees paid to the franchisor.

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 Franchise Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jack Wilson, 99 Lantern Drive, Suite 101, Doylestown, PA 18901, tel. 215-230-5508, contactus@familyfinancialcenters.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, D.C. 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information.

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

Date of Issuance: March 4, 2019

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit B for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTE WITH US BY LITIGATION ONLY IN PENNSYLVANIA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN PENNSYLVANIA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT PENNSYLVANIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. FRANCHISEE'S SPOUSE MUST SIGN A GUARANTY WHETHER THE SPOUSE IS A SIGNATORY TO THE FRANCHISE AGREEMENT OR NOT, MAKING SUCH SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, WHICH MAY PLACE THE SPOUSE'S PERSONAL ASSETS AT RISK.
4. THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21), CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.
5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.

Effective Date: See State Effective Dates Page.

STATE EFFECTIVE DATES

The following states require that the 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 disclosure document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	
New York	

In all other states, the effective date of this disclosure document is the issuance date of March 4, 2019.

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

To simplify the language in this disclosure document, the term "we" or "us" means Family Financial Centers, LLC, the franchisor. The term "you" refers to the person buying the franchise, the franchisee. If you are a corporation, partnership, limited liability company, or other business entity, the term "you" does not include your principals unless otherwise stated. As used in this disclosure document, the term "principal" means you and your spouse, if you are an individual, and your owners, if you are a corporation, partnership, limited liability company, or other business entity.

The Franchisor, its Parent, Predecessors and Affiliates

We are a Delaware limited liability company formed on June 30, 2004. We do business only under the name "Family Financial Centers." Our principal business address is 99 Lantern Drive, Suite 101, Doylestown, Pennsylvania 18901. Our agents for service of process are identified in Exhibit C.

We franchise the operation of a financial services business identified by the trade name and service mark FAMILY FINANCIAL CENTERS®. We have offered franchises of the type described in this disclosure document since July 2004, and have never offered franchises in any other line of business. We have never operated a business of the type described in this disclosure document and have never engaged in any other business activities.

We are managed by our managing member, Family Financial Centers, Inc. ("FFCI"), which may be considered our parent. FFCI is a Pennsylvania corporation formed on August 19, 2004. It also maintains its principal business at 99 Lantern Drive, Suite 101, Doylestown, Pennsylvania 18901. FFCI has never operated a business of the type described in this disclosure document nor offered franchises in any line of business. We have no predecessor.

The Franchised Business

We have developed a proprietary business format and system ("System") for operating a financial services center identified by the trade name and service mark "FAMILY FINANCIAL CENTERS®" and other trademarks, service marks, and other trade identifiers that we designate to identify businesses operating under our system ("Marks"). We refer to these as the "Financial Centers." The System includes our proprietary and confidential information; suggestions for center design and layout; and recommendations for design of security systems.

Your Financial Center will offer a wide range of products and services related to the financial services industry including check cashing, money orders, wire transfers, electronic bill payment, fax and copier services, tax preparation services, and other financial products offered through third party vendors.

The Franchises Offered

We grant four types of franchises, two of which are described in this document: our standard franchise and our "Store 'N Store" franchise. Our standard franchise is for a stand-alone Financial Center, typically located in a strip shopping center or shopping mall, with approximately 800 to 2,000 square feet of space. Many franchisees who choose to pursue the stand-alone option purchase the assets and assume the lease of an existing independent money services business and convert it to an FFC Financial Center. Our "Store 'N Store" franchise is a scaled down version of the Financial Center which operates inside another retail location. The Store 'N Store franchise is particularly attractive to owners of existing retail businesses who wish to increase customer traffic and provide money access to customers. We also offer two other franchises, which are described with particularity in a separate document available upon request. These franchises are better suited to owners of existing retail locations who wish to offer financial services to their existing customer base.

Market and Competition

Financial Centers are engaged in a competitive industry that will be affected by state and federal governmental regulations, licensing requirements, and fluctuating interest rates. Your Financial Center will be affected by various outside factors, not the least of which are the condition of the national economy, inflation, and patterns and habits in consumer spending. The success of your Financial Center also will be impacted by the employment market. Your Financial Center will compete with other independent and franchised check cashers. The Financial Center also will be impacted by the services and reputations of various banks and other money lending institutions in your area.

Industry Specific Regulations

The financial services industry is subject to significant and substantial rules, regulations, and oversight by federal, state, and local laws.

Our Financial Centers are regulated as "financial institutions" under the Gramm-Leach-Bliley Act ("GLB Act"), which place restrictions on disclosure of a consumer's personal financial information to nonaffiliated third parties. These provisions require financial institutions to provide notices to their customers about their information-collection and information-sharing practices. Consumers may decide to "opt out" if they do not want their information shared with nonaffiliated third parties. The GLB Act provides specific exceptions under which a financial institution may share customer information with a third party and the consumer may not opt out.

Our Financial Centers also are regulated under The Financial Recordkeeping and Reporting of Currency and Foreign Transactions Act of 1970 (31 U.S.C. 5311 et seq.), commonly known as the Bank Secrecy Act (BSA).

The BSA, as amended by the USA Patriot Act, requires, among other things, that each money services business register with the Department of Treasury, and requires establishment of anti-money laundering procedures. Requirements include establishment of a written Customer Identification Program (CIP), including procedures to verify customer identity and create and maintain records of certain transactions. See www.ffiec.gov/bsa_aml_infobase/documents/FDIC_DOCs/BSA_Manual.pdf. It requires money services business to file with the IRS a Currency Transaction Report ("CTR") with respect to any currency transaction over $10,000, and a Suspicious Activity Report ("SAR") if you become aware of "suspicious activity" (for example, a customer using a false ID, or multiple IDs on different occasions, or structuring transactions by breaking a large transaction into smaller transactions to evade CTR filing requirements). See guidance at www.fincen.gov/statutes_regs/guidance/pdf/msbsar_quickrefguide.pdf. The Bank Secrecy Act also requires money services businesses to establish anti-money laundering programs that include "an independent audit function to test programs" (an "Independent Review"). See guidance at www.fincen.gov/financial_institutions/msb/pdf/Guidance_MSB_Independent_Audits9-21.pdf. States and banks also may impose their own Independent Review requirements.

Federal law prohibits U.S. persons from engaging in any trade or financial transactions or other dealings with certain individuals or companies or that violate U.S. sanctions policies. The Office of Foreign Assets Control publishes an integrated list of persons designated under its various sanctions programs that is known as the Specially Designated National List, under which listings are included. See http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx.

The financial services industry also is highly regulated at the state level. Most states' laws regulate financial services businesses and most require licensing of businesses that offer check cashing, payday lending, money transmitting, and other money services. In addition, these laws may require money services providers to apply and become licensed, examined, bonded, or establish an escrow account before they can offer these services. Money services providers also are often required to abide by detailed consumer protection regulations, as well as to submit to periodic examinations and pay annual fees. Certain states' laws impose fee limitations for cashing certain types of checks, such as federal or state government-issued checks. Most states have consumer credit laws that apply to the financial services industry.

Because your Financial Center will likely receive, transmit, or assist in transmitting information or funds over electronic wire and telephone lines and, therefore, will be subject to federal regulations on telegraphs, telephones, and radio telegraphs. To the extent that your Financial Center offers notary services, it must comply will state licensure and other requirements regulating the commissioning and service of notaries public.

If the Financial Center provides consumer loans, the Business must comply with the disclosures required by the federal Truth-in-Lending Act, the Federal Reserve Board's Regulation Z, and the Federal Equal Credit Opportunity Act.

Federal and state criminal laws that apply to transactions or acts involving checks, money orders, and wire transfers will apply to your operation of the Financial Center. Your Financial Center also must comply with federal, state, and local laws that apply to businesses generally, including the Americans with Disabilities Act Amendment, Federal Wage and Hour Laws, the Occupation Health and Safety Act, and local zoning requirements.

We strongly recommend that you consult with your own counsel to help you identify and comply with all laws that apply to the operation of a Financial Center in your jurisdiction.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer: Paul W. Eckert

Paul W. Eckert, the founder of the Company, has served as CEO since our inception in June 2004. Mr. Eckert is responsible for directing all aspects of the company. He also serves as Director of Family Financial Centers, Inc., which is the managing member of Family Financial Centers LLC.

President: Kenneth R. Parsons

Kenneth R. Parsons was named President of Family Financial Centers LLC in January 2016. Mr. Parsons previously served as our Senior Vice President of Franchise Services from October 2012 to December 2015. He served as our Director of Real Estate, Construction, and New Center Development from March 2007 to October 2012.

Chief Development Officer: Jack W. Wilson

Jack W. Wilson has served as our Chief Development Officer since joining us in September 2017. From 2012 to September 2017 Mr. Wilson owned and operated a franchise business focused on accelerating cash flow for small and mid-market B2B businesses. From 2010 to 2012 Mr. Wilson served as a pro bono consultant to various small businesses in the Greater Philadelphia Area. From 1986 to 2010 Mr. Wilson served in various roles at AT&T, including Sales Center Vice-President, Regional Sales Vice President and Center Director (Finance). In his role as Chief Development Officer with us he oversees all sales and marketing activities.

Vice President of Operations and Regulatory Compliance: Jennifer Haban

Jennifer Haban has served as our Vice President of Operations and Regulatory Compliance since October 2017. Ms. Haban previously served as a Voluntary Benefits Client Services Manager at Trion, A Marsh & McLennan Agency, LLC, from September 2014 to June 2017. Ms. Haban served as Trion's Benefit Analyst Advisor, Compliance Specialist and Affordable Care Act Specialist from April 2008 to August 2014. In her position with us Ms. Haban is responsible for franchisee marketing strategies, regulatory compliance and operational support.

Office Manager: Andria Mackereth

Andria Mackereth has served as our Office Manager since October 2017. Ms. Mackereth previously served as a Project Administrator at Phoenix Language Services in Bensalem, Pennsylvania, from August 2016 to

October 2017. She worked as an Internet Sales Associate at Faulkner Buick GMC in Trevose-Feasterville, Pennsylvania, from February 2014 to August 2016. She served as a Marketing Manager for Bertucci's in Bensalem, Pennsylvania, from May 2012 to February 2014. In her role as Office Manager with us she implements administrative systems, manages administrative projects and coordinates marketing communications. Ms. Mackereth is also a licensed notary public in Pennsylvania.

Corporate Legal Counsel: Michael R. Shelton

Michael R. Shelton, Esq., has served as our Corporate Legal Counsel since August 2014. He is also the Principal Attorney and Owner of Legal Solutions, LLC, a law firm that has offered legal services to the public since September 2014. He previously served as a document review attorney at DTI Global in Philadelphia, Pennsylvania from May 2014 to July 2014. He practiced law at Montco Elder Law, in North Wales, Pennsylvania from October 2013 to May 2014. His main focus is to maintain the integrity of the franchise system, ensuring franchisee compliance with all contract terms and FFC policies.

ITEM 3
LITIGATION

Pending Litigation:

Family Financial Centers, LLC v. RJST Financial Inc., et al., Bucks County Court of Common Pleas, Doylestown, Pennsylvania, C.A. No. 2017-03572. On or about June 1, 2017, we filed suit in the Bucks County Court of Common Pleas against our franchisee RJST Financial Services, Inc., RJ International Trading Corp., Inc., Ted Bachan and Mabel Bachan. The suit alleges breach of contract, fraud, unjust enrichment and quantum meruit claims against the Defendants, who failed to pay royalties owed pursuant to the terms of the franchise agreement after we were able to procure a Money-Service Banking relationship for them. The litigation is nearing the end of the discovery stage.

Family Financial Centers, LLC v. Ram Kunwar, et al., Bucks County Court of Common Pleas, Doylestown, Pennsylvania, C.A. No. 2019-00904. On or about February 8, 2019, we filed suit against our franchisees, Ram Kunwar and Sukhjinder S. Muhar for failure to pay the initial franchise fee. Franchisees had repeatedly assuranced us over several months that they would pay the franchise fee, but failed to do so. Our complaint sought payment of the franchise fee and liquidated damages. The litigation is currently in the initial pleading stage.

Concluded Litigation:

Jay and Mary Cox v. Family Financial Centers, LLC, American Arbitration Association, Case No. 01-17-0001-5394. On or about March 15, 2017, after the Worcester Superior Court dismissed their claim for lack of jurisdiction, Claimants filed a claim for arbitration with the American Arbitration Association, claiming they were entitled to a return of their franchise fee under various legal theories. The arbitrator denied their claim and awarded us $3,795.94, to reimburse us for payments made to the arbitrator and costs incurred in the Worcester Superior Court action.

Jay and Mary Cox v. Family Financial Centers, LLC, Superior Court of the Trial Court, Worcester, Massachusetts, C.A. 14-1516-A. On or about August 12, 2014, Plaintiffs, our former franchisees, filed suit for return of their non-refundable franchise fee, alleging breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment and unfair and deceptive trade practices in violation of Massachusetts General Laws Chapter 93A §§ 1 et seq. The Plaintiffs contended that the terms of the addendum to the franchise agreement required us to return their franchise fee. The addendum would only allow for the return of the franchise fee if the parties were not able to locate an acquisition opportunity that met FFC standards by a certain date. We identified an acquisition opportunity that met FFC standards before the date. Plaintiffs acknowledged that the acquisition met FFC standards, but demanded a return of the franchise fee. The complaint sought compensatory damages of $35,500 and treble damages under the Massachusetts statute. We filed an answer and counterclaim alleging breach of contract. Upon

consideration of our Motion for Summary Judgment, the Court dismissed their claim on jurisdictional grounds, noting that the agreement contained a valid and enforceable arbitration clause. The case proceeded to arbitration.

Family Financial Centers v. Jay and Mary Cox, Court of Common Pleas, Bucks County, Pennsylvania, C.A. No. 2014-06174; removed to U.S. District Court for the Eastern District of Pennsylvania, C.A. No. 2:14-cv-05330. On or about September 5, 2014, we sued our former franchisees, Jay and Mary Cox for breach of contract after they failed to identify a location for the Financial Center and unambiguously refused to perform under the Franchise Agreement. Defendants filed a counterclaim, alleging breach of contract, breach of the implied covenant of good faith and fair dealing, unjust enrichment and unfair and deceptive trade practices in violation of Massachusetts General Laws Chapter 93A §§ 1 et seq. and seeking the return of their initial franchise fee. The case was transferred to U.S. District Court for the District of Massachusetts, which then dismissed the case based on the prior pending action doctrine.

Family Financial Centers, LLC v. CK Check Cashing Corporation et al., American Arbitration Association Case No. 01-16-0003-2181. On or about August 4, 2016, we filed a claim for arbitration with the American Arbitration Association against our franchisee CK Check Cashing Corporation and its principal, Reza Rezavi. Mr. Razavi signed a franchise agreement and a personal guarantee with us to bring his independent financial centers into the FFC system. The agreement was contingent upon FFC obtaining an MSB bank account for his two independent financial centers. We obtained an MSB business banking account for him. Mr. Razavi thereafter contended that what was contemplated by the phrase "MSB bank" in the agreement was an MSB account that could process commercial checks. FFC amended the agreement to reflect that understanding and obtained a Commercial Banking proposal from Wells Fargo Bank for him. Mr. Razavi rejected the proposal and thereafter reversed the electronic debit of our franchise royalties. After seeking enforcement of the payment of royalties through the U.S. District Court for the Eastern District of Pennsylvania, we filed a claim for damages with the American Arbitration Association. The arbitrator awarded us $2,000.00 as compensatory damages for the breach and $8,143.60 as compensation to the arbitrator.

Family Financial Centers, LLC v. CK Check Cashing Corporation et al., U.S. District Court for the Eastern District of Pennsylvania, C.A. No. 2:16-cv-0987-SD. On about March 2, 2016, we filed suit against our franchisee CK Check Cashing Corporation and its principal, Reza Rezavi, for declaratory and injunctive relief. Our franchisee had signed a franchise agreement with us that was contingent on us obtaining a Money-Service Business (MSB) bank account for him. We obtained an MSB bank account proposal for him. He rejected the proposal and then reversed our electronic debit of our royalties. The court determined that our claim for injunctive relief was essentially a claim for damages and that such a claim was not before it. The court allowed us leave to amend our claim for declaratory relief. We declined to do so and proceeded to AAA arbitration on our damages claim. The case has been dismissed.

Family Financial Centers v. Jerry Shepherd, Court of Common Pleas, Bucks County, Pennsylvania, C.A. No. 2014-05990. On or about August 27, 2014, we sued our former franchisee, Jerry Shepherd, for breach of contract after he failed to pay a substantial portion of the initial franchise fee and failed to open his Financial Center. The Defendant filed a counterclaim, alleging breach of contract, unjust enrichment, fraud, fraudulent inducement and violation of Pennsylvania's Unfair Trade Practices and Consumer Protection Law and seeking return of the paid portion of his franchise fee. Defendant signed an addendum to the franchise agreement that would require us to return the franchise fee if he had achieved a credit score of 720 and was unable to raise capital for his store by either obtaining financing or selling one of his real estate properties. Despite Defendant being unable to achieve a credit score of 720, we were able to obtain a financing offer for him. He declined to accept the financing offer. We denied his request for the return of the paid portion of the franchise fee. On September 30, 2015, after a two-day bench trial, the Court of Common Pleas found in favor of Family Financial Centers on its breach of contract claim and against the

Defendant on all of his counterclaims. The Court entered judgment for the unpaid portion of the franchise fee ($14,500) and fees and costs associated with the collection ($2,693.94).

Peter Odion and Odee and Company, LLC v. Family Financial Centers, LLC, Supreme Court of New York, Index No. 60/12. In or about January 2012, the plaintiff, a franchisee, sued for a refund of the initial franchise fee. The suit was based on a negotiated change to the franchise agreement that entitled the franchisee to a refund if he had accurately and fully disclosed to us in his franchise application his background and financial information and he ultimately was unable to secure a check cashing license from the State of New York. We understand that the state of New York refused to grant the franchisee a check cashing license based on his financial position, which was materially different than the financial position he had disclosed to us. It was our position that the franchisee was not entitled to a refund because he had falsified to us his financial position; therefore, we refused to refund the initial franchise fee. The complaint alleged breach of contract and fraud. In February 2012, we amicably resolved the matter by agreeing to a mutual termination of the franchise agreement and to refund $25,000 of the $32,500 initial franchise fee paid. Mutual releases were exchanged.

In the Matter of Family Financial Centers, LLC, Administrative Proceeding before the Securities Commissioner of Maryland (Case No. 2008-0275). On or about October 30, 2007, we entered into a franchise agreement with a Maryland franchisee, unaware that our Maryland registration had lapsed and before our registration renewal had become effective. On or about February 28, 2008, we entered into a rescission agreement with the franchisee and returned the franchisee's initial franchise fee payment. We disclosed this sale during the renewal process, and the Maryland Securities Commissioner concluded that it violated the registration and disclosure provisions of the Maryland Franchise Registration and Disclosure Law. On June 5, 2008, we entered into a Consent Order whereby we agreed to refrain from further violations of the Maryland Franchise Registration and Disclosure Law, to void the release provisions of the rescission agreement relating to claims arising under the Maryland Franchise Registration and Disclosure Law, and to attend the International Franchise Association's franchise compliance training.

Family Financial Centers, LLC v. Nicholas Pagliarulo, Court of Common Pleas, Bucks County, Pennsylvania, C.A. No. 2014-06834. On or about September 30, 2014, we filed suit against Defendant for breach of contract. Defendant signed a franchise agreement and failed to open a franchise store. Attempts to serve the Defendant with the complaint were unsuccessful. The case has since been discontinued by the court.

Family Financial Centers, LLC v. Donita K. Hall, Court of Common Pleas, Bucks County, Pennsylvania, C.A. No. 2014-05988. On or about August 27, 2014, we filed suit against Defendant for breach of contract. Defendant failed to open a franchise store after signing a franchise agreement. FFC obtained an entry of judgment by default and filed the judgment with the Clerk of Courts in Henry County, Iowa.

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

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

When you sign the franchise agreement, you must pay us in full a $40,500 initial franchise fee.

It is our current policy to discount the initial fee for franchisees acquiring multiple franchises at the same time. If you acquire rights to more than one franchise at the same time, the initial franchise fee will be: (a) $40,500 for the first Financial Center, (b) $30,375 for the second Financial Center, (c) $20,250 for the third

Financial Center, and (d) $10,125 for the fourth and each additional Financial Center. We may discontinue this policy at any time.

The initial franchise fee is payable in a lump sum and is fully earned and nonrefundable upon payment.

Store in a Box (Furniture, Fixtures, and Equipment Package)

We will supply to you, and you will purchase from us, all furniture, fixtures, and equipment necessary to establish the Financial Center. This is called the "Store in a Box." The "Store in a Box" purchase price for a standard franchise is $83,000; and the "Store in a Box" purchase price for a Store 'N Store franchise is $50,000. These prices include shipping costs. Payment of the purchase price is due in two installments: the first installment is due when you sign the lease for the Financial Center, and the second payment is due prior to shipping. We may finance a portion of this fee for qualified applicants (See Item 10). The purchase price is nonrefundable upon payment of the first installment.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Date Due	Remarks
Royalty Fee	Greater of either (1) $275 per month; or (2) the sum of (a) 2/10 of 1% of the face amount of all checks cashed and all debit transactions on all check cashing and debit card services; and (b) 5% of your monthly Gross Revenues excluding those revenues derived from check cashing and debit card services.[2]	Monthly on the 15th day of the month.	Gross Revenues are defined in Note 2 below.
Marketing Fund Contribution	Up to 2% of Gross Revenues	Monthly on the 15th day of the month.	We do not currently have a Marketing Fund, but reserve the right to establish one.
Local Advertising Requirement	2% of Gross Revenues	Quarterly	See Note 3.
Cooperative Advertising	Amount determined by the cooperative.	To be determined as need arises.	All payments made to an advertising cooperative will be credited toward your required marketing fund contributions. See Note 4.
Promotional Fund	$175 per month, which may be increased by an amount equal to 10% per year	Monthly	You must contribute to the promotional fund.
Customer Identification Software (subscription)	Currently, $70 per month	Payable annually	This service provides access to public databases that will help you identify your customer. See Note 5.

Type of Fee[1]	Amount	Date Due	Remarks
Renewal Fee	$15,000	Upon executing the new Franchise Agreement.	Renewal of your franchise is subject to the terms of the franchise agreement.
Royalty Fee During Hold Over Period	150% of the Royalty Fee due in the Franchise Agreement	Weekly	See Note 6.
Transfer Fee	$36,500	Before transfer	
Resale Administration Fee	$36,500	At the time of mutual termination	Payable only in instances where we agree to a mutual termination and a new franchisee begins operation at your site.
Interest and Penalty on late payments	This amount will vary based upon law but will be the highest contract rate of interest not to exceed 2% per month.	Payable immediately.	This interest rate applies to money you owe us and/or any of our affiliates after the date due.
Insurance	Reimbursement of premium plus all other out of pocket costs incurred in connection with procuring insurance on your behalf, not to exceed $200	Upon demand	Payable only if you fail to procure or maintain required insurance coverages, and we procure the insurance on your behalf.
Audit	This amount will vary but will be the cost of the audit.	Payable upon receipt of your bill.	Payable only if you fail to furnish required information and/or if we discover an understatement of Gross Revenues greater than 2%.
Indemnification	This amount will vary from business to business.	Payable as incurred.	Payable only if we are held liable for claims arising from your franchise operations.
Replacement Fee for Manuals	$5,000	Upon demand	Payable only if the Manual is lost, stolen, damaged, etc.
Supplier Testing Costs	Reimbursement of our actual costs	Upon demand	Payable only if you request approval of a new supplier
Employee Training Fee	$1,000	Upon hire	If you induce any employee of another Financial Center to leave his or her employment, or employ any person who had been employed by another Financial Center within the previous 60-day period, you must pay the former employer a $1,000 training fee
Software License and Software Maintenance Agreements	Amount imposed by third party provider, currently $1,000 payable to our proprietary software provider	Annually	You must enter into all software license agreements, terms of use agreements, and software maintenance agreements that we designated related to our required software programs.

Type of Fee[1]	Amount	Date Due	Remarks
Independent Review Fee	$1,500 to $2,500	As incurred	See Item 1 for more information about independent review requirements. You are not required to engage our services. You may conduct the review internally or engage a third party. See Note 7.
Attorneys' Fees	This amount will vary from business to business.	As incurred	Payable only if we prevail in any legal action with you regarding any breach of the Franchise Agreement and/or regarding any amounts past due to us.
Taxes	This amount will vary from business to business.	As incurred	You are required to pay all taxes in connection with us furnishing you products, intangible property, or services.
Liquidated Damages	$49,500	On demand	If you do not open your Financial Center, we will require that you pay liquidated damages equal to the minimum monthly royalty fee for the term of the Franchise Agreement.

Note 1. All fees, except for the grand opening advertising expenditures and/or the fees payable to the regional or local advertising cooperatives, are imposed by and are payable to us. All fees are uniformly imposed and are non-refundable.

Note 2. "Gross Revenues" are all revenues, as determined by an accrual accounting basis, derived from the operation of the Financial Center, such as fees for loans and money transfers, whether for cash or credit and irrespective of the collection in the case of credit, but excluding any sales taxes, use taxes, gross receipts taxes, and other similar taxes added to the sale price and collected from the customer.

Note 3. Your advertising expenses may exceed 2% if your Financial Center belongs to a local or regional advertising cooperative that requires a contribution greater than 2%.

Note 4. The members of the Advertising Cooperative will determine the amount of required contributions by majority vote. We will have one vote plus an additional vote for each Financial Center that we operate in the area served by the Advertising Cooperative. Each of our affiliates will have one vote for each Financial Center that it operates in the area served by the Advertising Cooperative.

Note 5. You must purchase a subscription to our customer identification software and maintain it throughout the term of the franchise.

Note 6. In addition, the franchise agreement contains a hold over provision which states if the franchise agreement expires and you continue to operate the Financial Center after expiration, we may, at our option, declare you to be holding over. At that time the terms of the franchise agreement will govern the relationship between you and us and (a) either party may terminate the relationship at any time, for any reason, or no reason by providing written notice, and (b) the Royalty Fee during any hold over period will be 150% of the Royalty Fee due under the franchise agreement.

Note 7. As described in Item 1, federal law requires money services business to complete, periodically, independent reviews of their anti-money laundering programs. Some states and banks impose their own

independent review requirements. You may, but are not required to, engage us to provide independent review services.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Standard Franchise

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$40,500	Lump sum	Upon signing the Franchise Agreement and is non-refundable.	Us
Lease deposit[2]	$800 to $1,200	Lump sum	Upon signing of lease.	Landlord
Construction and Build-out[3]	$27,500	Varies	Varies.	Contractors and architects
Furniture, Fixtures, and Equipment[4]	$83,000	Two equivalent installment payments	Half when signing the real estate lease; balance due prior to shipping	Us
Opening Inventory[5]	$60,000	Varies	Varies	Lenders and customers (typically from the sale of money orders)
Opening Advertising[6]	$3,000 to $5,000	Varies	Varies	Various local advertising agencies and/or providers of media
Initial Training[7]	$1,000 to $2,000	Varies	Varies	Transportation providers, hotels and restaurants
Electronic Funds Transfer Account[8]	$3,000 to $4,000	One lump sum	Varies	Various local service providers
Customer Identification Software (subscription for 3 months)	$210	One lump sum	Varies	Various local service providers
Additional Funds (3 months)[9]	$5,400 to $33,600	Varies	Varies	Third parties as needed
Certificate of Deposit[10]	$0 - $50,000 Typically redeemable after three years	One lump sum	After bank account opened	Financial institution
Total	**$224,410 to $307,010**			

Store 'N Store Franchise

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$40,500	Lump sum	Upon signing the Franchise Agreement.	Us
Lease deposit[2]	$1,000	Lump sum	Upon signing of lease	Landlord
Construction and Build Out[3]	$0			
Furniture, Fixtures, and Equipment[4]	$50,000	Two equivalent installment payments	Half when signing the real estate lease; balance due prior to shipping	Us
Opening Inventory[5]	$50,000	Varies	Varies	Lenders and customers (typically from the sale of money orders)
Opening Advertising[6]	$3,000	Varies	Varies	Various local advertising agencies and/or providers of media.
Initial Training[7]	$1,000 to $2,000	Varies	Varies	Transportation providers, hotels and restaurants
Electronic Funds Transfer Account[8]	$3,000 to $4,000	One lump sum	Varies	Various local service providers.
Customer Identification Software (subscription for 3 months)	$210	One lump sum	Varies	Various local service providers
Additional Funds (3 months)[9]	$5,000 - $25,000	Varies	Varies	Third parties as needed.
Certificate of Deposit[10]	$0 - $50,000	One lump sum	After bank account opened	Financial institution
Total	**$153,710 to $225,710**			

Note 1. See Item 5 for more information about the initial franchise fee and available discounts when acquiring multiple franchises. The initial franchise fee is non-refundable.

Note 2. A standard Financial Center occupies 800 – 2,000 square feet of retail space and typically is located in a strip shopping center, shopping mall, or other similar construction. A Store 'N Store franchise is a kiosk located within another retail facility; no lease deposit typically is required. If you elect to buy an independent financial center for purposes of converting it to a Family Financial Center, or if you acquire an existing Family Financial Center from a current franchisee, you are solely responsible for conducting all due diligence associated with the purchase. We are not required to help you assess or negotiate the purchase, and have no way of verifying the accuracy of any information that you may receive during your assessment of the business.

Note 3. The estimate in the first chart assumes that you are building out a vanilla box (meaning that the HVAC system and all plumbing and electrical work is in place, that the space otherwise qualifies for a certificate of occupancy, and that it needs only to be customized to our standards and specifications). It does not reflect any tenant improvement allowance that you may negotiate with your landlord. Your actual costs of developing a Standard Franchise also will depend upon additional factors including the size and

condition of the existing structure, material and labor costs, the business of the previous tenant, the layout of the premises, and the geographic location. The Store 'N' Store Franchise operates from a kiosk and, therefore, we do not anticipate any associated construction or build out costs.

Note 4. The "Store in a Box" described in Item 5 includes all of the furniture, fixtures, and equipment necessary for the build out of a Financial Center, including teller stations and security glass, security and alarm systems, computer hardware and software, interior and exterior signs, office supplies, and your architectural fees for developing a full set of plans for the contractor to build out the Business. If you buy an existing money service business and convert it into an FFC Financial Center, many of the costs that would be associated with the "Store in a Box" will be included in the purchase price. However, you may incur costs in the conversion of the independent money service business to an FFC Financial Center.

Note 5. Opening inventory consists of cash for cashing checks and making loans. If you operate a Standard Franchise, you must deposit at least $60,000 into your checking account before you open for business. If you operate a Store 'N' Store Franchise, you must deposit at least $50,000 into your checking account before you open for business.

Note 6. This amount is a minimum amount.

Note 7. This amount includes estimated costs of transportation, food, and lodging. This estimate may vary depending upon your own travel habits.

Note 8. This estimated amount covers licensing fees and required deposits.

Note 9. The figures in the chart represent the amount of working capital you will need to open the Financial Center and to operate it during the first three months. It includes rent payments, advertising expenses, and miscellaneous opening costs, as well as payroll costs for your employees. The high range includes a $20,000 estimate to establish an escrow account if required by your financial institution. It assumes that you will personally manage the day to day operations of the Financial Center, but does not include any draw or salary for you. The figures in the chart also do not reflect professional fees, organizational expenses, the cost of capital (*i.e.,* brokerage fees or points), life insurance premiums (a life insurance policy may be necessary as a condition to bank financing), or debt service payments during the initial period.

Note 10. Many financial institutions require a certificate of deposit as a pre-requisite for extending their services to money service businesses.

Note 11. To compile these estimates, we relied on our principals' experience in operating similar businesses as described in Items 1 and 2. Your actual working capital needs during the initial period may vary significantly depending upon the following factors, which are beyond our control: how closely you follow our methods and procedures; your management skill, experience, and business acumen; local market and economic conditions; the prevailing wage rate; competition; and the sales level reached during the initial period. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the franchised business. You should review these figures carefully with a business advisor before deciding to purchase a franchise.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

As described in Item 5, you must purchase from us our Store in a Box package which contains all fixtures, furniture, and equipment necessary to build out your Financial Center. The Franchise Agreement requires that you use only registered architects, registered engineers, and professional and licensed contractors for design, build out and installation, but you may work with the service provider of your choice.

During the term of this Agreement, you must purchase from manufacturers, distributors, vendors, and suppliers that we have approved (collectively, "Approved Suppliers") all other furniture, fixtures, equipment, computer systems, customer identification software, merchandise, advertising materials, supplies, and stationery that meet our standards and specifications. We also have the right to require that

you use only certain brands of products and materials ("Approved Brands"), and to the extent that Approved Brands have been identified, you may purchase and use only the Approved Brands. We may periodically modify the list of Approved Suppliers and/or Approved Brands, and you must promptly comply with the modifications.

We have developed and may in the future develop relationships with providers of financial products and services, including money orders, bill payment services, tax preparation services, and other products and services ("Approved Vendor"). With respect to any product or service for which we have established one or more Approved Vendors, you agree to do business with such Approved Vendor and participate in all required programs according to their terms.

Except for the Store in a Box Package, and the annual independent review services, neither we nor our affiliates are a designated supplier or an approved supplier for any goods or services. Our CEO, Paul W. Eckert, has a membership interest in Family Partners Insurance, LLC, an insurance agency. The Franchise Agreement requires you to purchase various lines of insurance for your Financial Center. Family Partners Insurance, LLC, will likely receive a share of the insurance commissions with the broker of record. There are no other approved suppliers in which any of our officers owns an interest.

You may purchase products and services for which we have identified as Approved Suppliers only from the Approved Suppliers, unless we permit you to purchase them from a different supplier. You must request our permission in writing and we will respond to your written request within a reasonable time, normally 30 days. We have not adopted formal procedures for issuing and modifying supplier approval standards. When evaluating a proposed supplier, we generally apply the following criteria, among others: (1) the supplier's ability to produce the item or service and to meet our quality Standards; (2) the supplier's ability to meet supply commitments; (3) the supplier's integrity of ownership (to assure that its association with us would not be inconsistent with our image or damage our goodwill); (4) the supplier's financial stability; and (5) the negotiation of a mutually satisfactory confidentiality agreement and license to protect our intellectual property. We do not charge a fee for our review in determining the qualifications of a particular supplier; however, we do reserve the right to seek reimbursement from you for any out-of-pocket expenses that we may incur.

Location of the Business

You must identify and acquire a site for the Financial Center within 180 days after the franchise agreement is signed. The site must be located in a "Site Selection Area" that we mutually agree on before the franchise agreement is signed. In finding a location for the Business, you must select a site for the Financial Center that meets our site selection criteria. If you occupy the Financial Center premises pursuant to a commercial lease, the lease must contain terms and conditions that we require. Additionally, the Lease Rider contained in this disclosure document must be executed by both you and your landlord.

Website

You may not establish or maintain a web site or other presence on the World Wide Web portion of the Internet that reflects any of the Marks or any of FFC's copyrighted works, that includes the term "FAMILY," or "FINANCIAL" as part of its URL or domain name, that otherwise states or suggests your affiliation with FFC or its franchise system, or that uses or displays any services offered at the Financial Center.

You may not sell any products or services over the Internet unless you first obtain our prior written approval and comply with our then-current policies and standards. If you fail to obtain our prior written approval we may terminate the franchise. In granting such approval, we will look to whether your request meets several requirements, including: (a) placing restrictions on use of any copyrighted and/or trademarked materials; (b) submitting all website pages, advertising, materials, and other content for our prior written approval; (c) your submission of a written request seeking approval of any Internet domain name and/or home page addresses that you seek to use in offering and/or selling your products or services; (d) granting advanced

consent to our right to immediately remove any material from the website pages that does not advance FAMILY FINANCIAL CENTERS® overall image; and (e) notifying us of any modifications to the website pages.

Advertising

We will provide you with samples of advertising and promotional materials that you may use in advertising the Financial Center. We understand, however, that you may seek to conduct your own advertising and promotion based upon your familiarity with the location of the Financial Center. Accordingly, prior to using any of your own advertising and promotional materials, you must obtain our prior written approval. In order to obtain our approval, you are required to submit to it any and all advertising and promotional materials that you seek to use that have not been previously approved. If you receive our approval, you may use the approved materials. However, if you do not receive our approval, you may not use the proposed materials unless and until they are revised in a manner to obtain our approval.

Computer System

You must purchase from designated or approved sources new or upgraded software programs, system documentation manuals, and other proprietary materials at then-current prices whenever we adopt new or upgraded programs, manuals, and materials system-wide. You also must enter into all software license agreements, "terms of use" agreements, and software maintenance agreements that we prescribe and pay all fees charged by third party software and software service providers under these agreements. All computer software and maintenance is currently provided by Answers, Etc.

Insurance

You must maintain insurance that you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Financial Center, which must include the following minimum coverages:

(1) Comprehensive general liability insurance including coverage for bodily injury, personal injury, products liability, blanket contractual liability, broad form property damage, non-owned automobiles, completed operations, and property damage on an occurrence basis with policy limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

(2) Property Insurance written on an "All Risks" policy for fire and related peril (including floods and earthquakes where applicable) with limits of insurance of not less than the full replacement value of the Financial Center, and its furniture, fixtures, equipment, inventory, and other tangible property.

(3) Business Interruption and Extra Expense coverage to include rental payment continuation for a minimum of 12 months, loss of profits, and other extra expenses experienced during the recovery from property loss.

(4) Employer's Liability coverage in the amount of $100,000 per person, $500,000 in the aggregate, and $100,000 for occupational disease.

(5) Crime (employee dishonesty, theft, and robbery) with minimum limits of $10,000 per occurrence.

(6) Workers' compensation and such other insurance as may be required by statute or rule of the state or locality in which the Financial Center is located. This coverage shall also be in effect for all of your employees who participate in any of the training programs described in this Agreement.

(7) In connection with any construction, renovation, refurbishment, or remodeling of the Financial Center, you must maintain Builder's All Risks insurance and in connection with new construction or substantial renovation, refurbishment, or remodeling of the Financial Center, and also maintain performance and completion bonds in forms and amounts, and written by carrier(s), reasonably satisfactory to us.

We have the right to establish and modify the minimum coverages required and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards, or other relevant changes in circumstances. All such insurance policies must include a waiver of subrogation in favor of us and our affiliates, and each company's officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees.

Revenue Derived from Franchisee Purchases and Leases

We and our affiliates will derive income from your purchases and leases to the extent that you purchase items from us or our affiliates, as applicable. We receive $0.15 to $0.30 per transaction from bill pay vendors, and a $2,500 flat fee per Financial Center opening from our money order and wire transfer provider. We also receive either 3 percent of the gross amount or 21 percent of the net commissions of gift card purchases.

During our fiscal year ending December 31, 2018, according to our audited financial statements, we derived $28,081 from franchisee purchases and leases, which represented approximately 2.04% of our total revenues of $1,376,969. These revenues included monies received in project management fees, including the sale of our Store in Box packages and installation charges, vendor payments and commissions, amounts paid to us by our franchisees for point-of-sale signage, and monies received from vendors for signage reimbursement. No affiliate received any revenue as a result of franchisee purchases or leases during the same period.

Estimated Proportion of Required Purchases and Leases to all Purchases and Leases

We estimate that your required purchases will account for 80% to 90% of your total purchases in connection with establishing the franchised business and 60% of your purchases in connection with operating the franchised business on an ongoing basis.

Description of Purchasing Cooperatives; Purchasing Arrangements

There currently are no purchasing or distribution cooperatives in existence with respect to the System. We periodically negotiate purchase arrangements with suppliers for the benefit of our franchisees, and have established relationships with vendors whose products meet our specifications. We do not provide you any material benefits (such as renewal rights or the right to acquire additional franchises) based on your purchases from approved or designated suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
A. Site selection and acquisition/lease	Article 3	Items 7, 8, 11
B. Pre-opening purchases/leases	Section 3.C.	Items 6, 7, 8, 11
C. Site development and other pre-opening requirements	Articles 4 and 5	Items 6, 7, 8, 11
D. Initial and ongoing training	Sections 2.B.(3), 5.7, and 8	Item 11
E. Opening	Article 5	Item 11

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
F. Fees	Articles 6, and 15, and Sections 2.B, 7.E, 8.A, 9, 16.F and 17.D.(3)	Items 5, 6, 7
G. Compliance with standards and policies/Operating Manual	Articles 9, 10, and 11	Items 8, 11, 13
H. Trademarks and proprietary information	Articles 9 and 13, and Sections 11.G. and 14.A.	Items 13, 14
I. Restrictions on products/ services offered	Articles 9 and 10 and Sections 11.B.-11.F.	Item 16
J. Warranty and customer service requirements	Section 11.I	Item 8
K. Territorial development and sales quotas	Section 1.B.	Not applicable
L. Ongoing product/services purchases	Sections 11.B-11.G.	Item 8
M. Maintenance, appearance and remodeling requirements	Article 10 and Sections 2.B.(2) and 11.B.	Item 8
N. Insurance	Article 16	Item 8
O. Advertising	Article 15	Items 6, 7, 8, 11
P. Indemnification	Article 20	Item 6
Q. Owners' participation/ management/ staffing	Sections 11.H.-11.I.	Item 15
R. Records/reports	Article 7	Not Applicable
S. Inspections/audits	Article 7 and Sections 4.D.-4.E	Item 8
T. Transfer	Article 17	Items 6, 11, 17
U. Renewal	Section 2.B.	Items 6, 11, 17
V. Post termination obligations	Article 19	Item 17
W. Non-competition covenants	Sections14.B. through 14.E.	Item 17
X. Dispute resolution	Article 23	Item 17
Y. Liquidated Damages	Article 23	Not Applicable

ITEM 10
FINANCING

We may, at our option, finance a portion of the costs of the Store in a Box package. Our criteria for qualification includes a good to excellent credit report and the existence of unencumbered collateral assets. If we agree to finance, and if you qualify for financing, you will pay us a $30,000 down payment, and finance the balance over a period not to exceed 36 months, at an annual percentage rate of 7.0%, compounded monthly.

If any payment is more than 10 days overdue, you must pay a late charge in the amount of five cents for each dollar of payment that is overdue. Except for interest and late charges, no other finance charges or fees apply.

Each person with an ownership interest in the franchise must personally guarantee the amount financed. Should you choose to receive any financing offered by us, you must sign a security agreement in the form attached to this disclosure document as Exhibit G. The required collateral is described in detail in Section 1 of the security agreement and includes the furniture, fixtures, equipment, financial instruments, and commercial paper of your Financial Center. There is no prepayment penalty, and the debt may be paid in whole or in part at any time.

Upon an event of default under the promissory note, we have the right: (1) to foreclose on the security interest given to us under the terms of the security agreement; (2) accelerate the maturity of the promissory note; and (3) terminate the Franchise Agreement. Additionally, if an event of default occurs, any amounts received will first be applied toward the expenses and costs of collection. The promissory note requires that, in the event of default, you agree to a confession of judgment, whereby, among other things, you waive your right to prior notice regarding action to be taken in the event of default, and you waive your right to a hearing regarding the events of default. Additionally, the promissory note requires that you waive your right to a jury trial. The terms of the financing arrangement are further detailed in the promissory note attached to this disclosure document as Exhibit G.

It is neither our practice nor our intent to sell, assign, or discount to a third party all or part of the financing arrangement.

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

Except as disclosed below, Family Financial Centers, LLC is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open the Financial Center, we will:

1. Review your Franchise Site Application and notify you of site approval within 30 days after receiving all requested information. (Franchise Agreement, Section 3.B.) Factors considered in selection and approval of a site include traffic count, visibility, demographics, competition in the area, and occupancy cost.
2. Review your proposed lease and notify you of our approval within 14 days after receiving it. (Franchise Agreement, Section 3.C.).
3. Provide to you sample drawings and plans for a Financial Center, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, storefront, signage, graphics, and color schemes. (Franchise Agreement, Section 4.A.) You are responsible for having prepared all required construction plans and specifications to suit the shape and dimensions of the Financial Center and for ensuring that the plans and specifications comply with applicable ordinances, building codes, and permit requirements and with lease requirements and restrictions.
4. Make available to you for purchase the Store in a Box package described in Item 5. (Franchise Agreement, Section 11.E.)
5. Provide on loan a copy of our Manual. (Franchise Agreement, Section 9).
6. Provide our initial training program, described below, to two individuals. (Franchise Agreement, Section 8.A.)

Obligations After Opening

During the operation of the Business, we will:

1. Periodically, as we deem appropriate, advise and consult with you in connection with the operation of the Financial Center. (Franchise Agreement, Section 8.C.)
2. Provide to you our knowledge and expertise regarding the System and pertinent new developments, techniques, and improvements in the areas of management, sales promotion, service concepts, and other areas. (Franchise Agreement, Section 8.D.)
3. Notify you of any modifications made to the confidential Operating Manual on a periodic basis. (Franchise Agreement, Article 9.)
4. Review and approve any and all advertisements or promotional materials you propose to use prior to their use. (Franchise Agreement, Article 15.)

Site Selection and Opening

When you sign the Franchise Agreement, we will agree on a "Site Selection Area" within which you may locate the Financial Center. You must acquire an acceptable site for the Financial Center within this area within 180 days from the effective date of the Franchise Agreement. You must submit to us a form of the lease to be executed in order to obtain our written approval of the proposed site. We will approve or disapprove your proposed site within 30 days after receiving all requested information. The criteria that we use to evaluate the selected site include visibility, demographics, and local competition. We anticipate that most Financial Centers will open two to six months after the franchise agreement is signed. Factors affecting this range include site availability, lease or purchase negotiations, and construction time. We can terminate the Franchise Agreement if you fail to acquire an acceptable site for the Financial Center within 180 days of the date we sign the Franchise Agreement. Once a site is identified, the parties will mutually agree on an opening date ("Opening Date"), which will be no later than 180 days from the date you take possession of the site, and the summary pages to the Franchise Agreement ("Summary Pages") will be amended to reflect the Opening Date. We can terminate the Franchise Agreement if you fail to open the Financial Center for business by the Opening Date.

Training

We will provide you with initial training in how to operate a FAMILY FINANCIAL CENTERS® Financial Center. Our comprehensive initial training program will be provided for two or more people, space permitting. Your Operating Principal must attend and successfully complete our initial training program to our satisfaction before the Financial Center opens for business.

Our initial training program is a hands-on program that encompasses all aspects and phases of operating a FAMILY FINANCIAL CENTERS® Financial Center. The initial training program will last between five and seven days, and will be held at our corporate headquarters or other place we designate. Initial training also includes one week of on-site training at the location of your Financial Center. The actual period of time will depend on the background and experience of those individuals that are being trained.

Travel and lodging expenses in connection with the initial training program are your responsibility. Scheduling of the initial training program will remain flexible so as to accommodate you and your personnel and to accommodate our personnel. Our initial training program is held on an as needed basis. We do not maintain a formal training staff. Initial training is provided under the supervision of Paul Eckert, our Chief Executive Officer. Mr. Eckert has more than 20 years' experience in the financial services industry, and 15 years with us.

Below is a table summarizing the various training subjects and the time devoted to each subject in the program:

TRAINING PROGRAM

Training Subject:	Class Room Hours:	On-Site Hours:	Location
Check Cashing	16	16	Doylestown, PA
Bank Secrecy Act, Anti-Money Laundering Program	16	16	Doylestown, PA
Customer Service	3	2	Doylestown, PA
Human Resources	2	2	Doylestown, PA
Marketing	2	2	Doylestown, PA
Total	39	38	

We may require you, your partners, and/or your managers to attend additional training programs including annual conferences, refreshers, and supplemental training programs to discuss ongoing changes in the industry, sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, and advertising programs.

Advertising

Our advertising program for the products and services offered by FAMILY FINANCIAL CENTERS® businesses currently consists of brochures and advertising in local online directories. Our advertising materials currently are created in-house.

You may develop your own advertising and marketing materials, at your own expense, subject to the requirements described below.

All of your promotional and marketing materials must be presented in a dignified manner and must conform to our standards and specifications related to advertising, marketing, and trademark use. You must submit to us samples of proposed promotional and marketing materials, and notify us of the intended media, before first publication or use. We will use good faith efforts to approve or disapprove your proposed promotional and marketing materials within 10 business days of their receipt. You may not use the promotional or marketing materials until we have expressly approved the materials and the proposed media. Once approved, you may use the materials only in connection with the media for which they were approved. We may disapprove your promotional or marketing materials, or the media for which they were approved, at any time, and you must discontinue using any disapproved materials or media upon your receipt of written notice of disapproval.

Promotional Fund and Marketing Fund

We have created a Promotional Fund for the development and design of promotional programs and materials to be used at FAMILY FINANCIAL CENTERS® businesses, such as point-of-purchase signage and other related materials. You must contribute to the Promotional Fund $2,100 per year (which we can increase by an amount not to exceed 10% each year), payable in monthly installments. All franchisees currently contribute to the Promotional Fund at the same rate. Although not contractually required to do so, we anticipate that affiliate-owned FAMILY FINANCIAL CENTERS® businesses will contribute to the Promotional Fund on the same basis as our franchisees. We have the right to use Promotional Fund monies, in our sole discretion, to pay for creating, preparing, and producing point-of-purchase signage of use in connection with the operation of the FAMILY FINANCIAL CENTERS® Business. The Promotional Fund is not audited.

We also have the right to create and administer a Marketing Fund for the general benefit of the System. Each month during the Term, you must contribute to the Marketing Fund an amount we designate, which will not exceed 2% of your monthly Gross Revenues. All franchisees currently must contribute to the Marketing Fund at the same rate. Although not contractually required to do so, we anticipate that affiliate-

owned FAMILY FINANCIAL CENTERS® Financial Centers (there currently are none) will contribute to the Marketing Fund on the same basis as our franchisees.

We may use Marketing Fund monies to pay for creative development services (including creation and modification of logos and graphics), preparing or procuring market studies, providing or obtaining marketing services (including, without limitation, conducting customer surveys, focus groups, and marketing-related mystery shoppers and customer interviews), developing, producing, distributing, and placing advertising (including, without limitation, developing and producing point-of-sale advertising and promotional materials), developing product packaging, developing, updating, and hosting our web site (including development of interior pages featuring franchised and company or Affiliate-owned FAMILY FINANCIAL CENTERS® Financial Centers and developing locator programs), and/or an intranet or extranet system, obtaining sponsorships and endorsements, and other promotions, including development of customer identification cards and providing and procuring public relations services, and conducting public relations activities. We also may use Marketing Fund monies to reimburse ourselves for our costs of personnel and other administrative and overhead costs associated with providing these services.

Any Marketing Fund contributions not spent in the year contributed typically will be spent in the following year. Upon your reasonable request, we will make available to you a statement of Marketing Fund contributions and expenditures for the preceding year. The Marketing Fund is not audited.

We will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with Marketing Fund monies, and the allocations of Marketing Fund monies to production, placement, and other costs. We are not obligated to expend any Marketing Fund monies for placement of advertising in your trading area, or to ensure that the Franchised Business benefits directly or *pro rata* from Marketing Fund expenditures. We will not use Marketing Fund monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but we may include in all advertising prepared using Marketing Fund monies (including Internet advertising) information concerning franchise opportunities, and a portion of Marketing Fund monies may be used to create and maintain one or more pages on our web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates.

During our fiscal year ended December 31, 2018, 100% of Promotional Fund monies were spent on the production of point of purchase materials, design and production of promotional items, and promotional website maintenance, as well as personnel costs to administer. We neither collected nor spent any Marketing Fund contributions during our fiscal year ended December 31, 2018 for the solicitation of new franchise sales. Upon your reasonable request, we will provide you an annual statement of Promotional Fund and Marketing Fund contributions and expenditures.

Local Advertising Requirements

Each calendar quarter you must spend at least 2% of the Financial Center's Gross Revenues on local advertising that conforms to our standards and specifications. Any amounts contributed to an Advertising Cooperative, described below, will be credited toward satisfaction of your local advertising expenditure requirement.

Our Right to Form Advertising Cooperatives

We may form local or regional advertising cooperatives ("Advertising Cooperative") to pay for the development, placement, and distribution of advertising for the benefit of FAMILY FINANCIAL CENTERS® businesses located in the geographic region served by the Advertising Cooperative. Any Advertising Cooperative that we establish will be operated solely as a conduit for the collection and expenditure of Advertising Cooperative fees for these purposes. If we form an Advertising Cooperative for the region in which the Financial Center is located, you agree to participate in the Advertising Cooperative. Each Advertising Cooperative will act by majority vote of its members. The members of the Advertising Cooperative will determine the amount of required contributions by majority vote. We will have one vote

plus an additional vote for each Financial Center that we operate in the area served by the Advertising Cooperative. Each of our affiliates will have one vote for each Financial Center that it operates in the area served by the Advertising Cooperative.

We have the exclusive right to create, dissolve, and merge each Advertising Cooperative created, in our discretion, and to create and amend the organizational and governing documents related thereto; provided that such documents shall: (1) operate by majority vote, with each FAMILY FINANCIAL CENTERS® Financial Center (including FAMILY FINANCIAL CENTERS® Financial Centers owned by us or our affiliates) entitled to one vote; (2) entitle us to cast one vote (in addition to any votes it may be entitled to on account of its operation of FAMILY FINANCIAL CENTERS® Financial Centers in the area served by the Advertising Cooperative; (3) permit the members of the Advertising Cooperative, by majority vote, to determine the amount of required contributions; (4) provide that any funds left in the Cooperative at the time of dissolution shall be returned to the members in proportion to their contributions during the 12-month period immediately preceding termination. No Advertising Cooperatives have yet been formed. Governing documents have not yet been created and, therefore, are not available for your review.

You may not establish or maintain a web site or other presence on the World Wide Web portion of the Internet that reflects any of the Marks or any of our copyrighted works, that includes the term "FAMILY," "FINANCIAL," or "CENTER," as part of its URL or domain name, that otherwise states or suggests your affiliation with us or the FAMILY FINANCIAL CENTERS® System.

Advertising Council

There currently is no advertising council composed of franchisees in place for the System.

Confidential Operations Manuals

After you sign the Franchise Agreement, we will loan you a copy of our Confidential Operations Manuals ("Manuals"). A copy of the table of contents of the Manuals is attached as Exhibit A. Currently, our Manuals have a total of 758 pages. We consider the contents of the Manuals to be proprietary, and you must treat them as confidential, and you may not make any copies of the Manuals.

Computer Hardware and Software

You must acquire and use all cash registers and computer hardware and related accessories and peripheral equipment, including video surveillance equipment (collectively, "Computer Systems") that we prescribe. Our "Store in a Box" includes all computer hardware and software that you will need to begin operating your business. The "Store in a Box" purchase price for a standard franchise is $83,000; and the "Store in a Box" purchase price for a Store 'N Store franchise is $50,000. These prices include shipping costs, but do not include costs of construction, which will be provided through a third party contractor. The "Store in a Box" includes two networked computers and a server, two thermal receipt printers, one networked digital laser printer, and check cashing/deferred deposit software (PowerCheck, developed by Answers, etc., with a principal place of business at (8713 Airport Freeway, Suite 200, North Richland Hills, TX 76180). This software collects and stores check and customer information, and calculates and stores transaction fees and payments. Our software provider currently imposes and collects from our franchisees a $1,000 annual maintenance fee, which covers updates and tech support. You must also purchase a subscription to our designated customer identification software, which currently costs $70 per month, and maintain it throughout the term of the franchise.

You must (1) use all proprietary software programs, system documentation manuals, and other proprietary materials that we provide in connection with the operation of the Financial Center; (2) input and maintain in your computer such data and information as we prescribe in the Manual, software programs, documentation, or otherwise; and (3) purchase new or upgraded software programs, system documentation manuals, and other proprietary materials at then-current prices whenever we adopt new or upgraded programs, manuals, and materials system-wide. You also must enter into all software license agreements,

"terms of use" agreements, and software maintenance agreements that we prescribe and pay all fees charged by third party software and software service providers under these agreements. Currently, there is only the annual maintenance fee, described above.

As technology or software is developed in the future, you must: (1) add to your Computer System memory, ports, and other accessories or peripheral equipment or additional, new, or substitute software; (2) replace or upgrade your Computer System and software as we prescribe. There are no contractual limits on the frequency or cost of your obligation to obtain such upgrades.

We will have the ability to access your computer systems independently and electronically download data and video surveillance collected by the Franchised Business. There are not any contractual limitations on our right to access this information and data.

ITEM 12
TERRITORY

You will operate the Financial Center at a specific location that you have selected and that we have approved. You may not sell goods or services at any other location or through alternative channels of distribution, including the Internet, without or prior written consent.

When you sign the Franchise Agreement, we will define an area surrounding the Financial Center ("Protected Area") within which we agree not to develop franchised or company-owned FAMILY FINANCIAL CENTERS® Financial Centers. A minimum Protected Area contains a population of 25,000. Once the Protected Area is defined, it will be identified in the Summary Pages of the Franchise Agreement in terms of a radius from the Financial Center, by city blocks, zip codes, or other municipal, political, or natural boundaries. However, if your Protected Area includes existing independent money service businesses at the time your franchise is granted and if the independent money service businesses become available for purchase and conversion to an FFC franchise, we reserve the right to offer a franchise to you or another franchisee at those locations.

Even though you will have a Protected Area, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Nothing in the franchise or other agreement prohibits us from operating or franchising a business in your Protected Territory offering similar or competitive products or services under a different name, although we have no present plans to do so. Nothing prohibits us from marketing, soliciting, or selling (or granting others the right to market, solicit, and sell) products and services via the Internet or through other channels of distribution. We are not required to pay you any compensation for soliciting or accepting orders in your Protected Area.

We do not grant any rights of first refusal to develop additional Financial Centers. If you wish to develop an additional location, you must enter into a new Franchise Agreement and meet all our current requirements for franchisees for that location. You cannot develop another Financial Center unless you enter into a separate Franchise Agreement for that Financial Center. Continuation of your territorial protection does not depend on your achieving a certain sales volume, market penetration, or other contingency. The boundaries of your Protected Area may be modified only written agreement of the parties.

You may not relocate the Financial Center without our prior written consent. If your lease expires or terminates through no fault of yours, or if the Financial Center premises is destroyed or materially damaged by fire, flood, or other natural catastrophe, we will permit you to relocate the Financial Center to another location with the Protected Area. If we grant you permission to relocate the Financial Center for this reason, you must open the Financial Center for business at the new location within 180 days of closing. If we permit you to relocate the Financial Center for any other reason, then you must open the Financial Center for business at the new location within five business days of closing.

ITEM 13
TRADEMARKS

We own and have registered the following marks on the Principal Register of the United States Patent and Trademark Office. All required affidavits have been filed.

Mark	Registration No.	Registration Date
Family Financial Centers	3136731	August 29, 2006
Family Financial Centers (logo)	3136904	August 29, 2006

There is no currently effective material determination of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceeding or any pending material litigation involving the Marks. There are no agreements currently in effect, which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise. We are not aware of any superior prior rights or infringing uses of the Marks in any state.

You may use the Marks only in connection with the operation and promotion of the Financial Center and in the manner we require or authorize. You may not use the Marks as part of your business entity or other legal name. You must comply with our requirements and applicable state and local laws concerning the use and registration of fictitious and assumed names.

You may not cause or allow all or any recognizable portion of the Marks to be used or displayed as all or part of an e-mail address, Internet domain name, uniform resource locator ("URL"), or meta-tag, or in connection with any Internet home page, web site, or any other Internet-related activity (such as FACEBOOK, INSTAGRAM, or TWITTER) without our express written consent, and then, only in a manner and in accordance with the procedures, standards, and specifications that we establish. You may not use the Marks, or display the Copyrighted Works, in any promotional materials or on any web site except as we expressly authorize.

If there is any infringement of, or challenge to, your use of any name, mark or symbol, you must immediately notify us, and we may take any such action that we deem appropriate, in our sole discretion. The Franchise Agreement does not require us to take affirmative action if notified of the claim. We or our affiliate has the right to control all administrative proceedings or litigation involving your use of the Marks. The Franchise Agreement also does not require us to participate in your defense or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding based on your use of the Marks, or if the proceeding is resolved unfavorably to you. If it becomes advisable at any time, in our sole discretion, to modify or discontinue the use of any name or mark and/or use one or more additional or substitute names or marks, you must pay for the tangible costs (such as replacing signs and materials) associated with such a change.

You may not contest, directly or indirectly, our ownership, title, right or interest in the name or marks, trade secrets, methods, procedures, and advertising techniques which are part of the System or contest our sole right to register, use or license others to use such names, marks, trade secrets, methods, procedures, or techniques.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or registered copyrights material to the franchise, but we claim copyright protection in many elements of the System including the Manual and the design elements of the Marks, our product packaging and advertising and promotional materials, and the content and design of our web site ("Copyrighted Works").

You and your principals and employees also must maintain the confidentiality of all trade secrets, the Standards, and other elements of the System; all customer information; all information contained in the Manuals; and any other information that we designate as "Confidential Information." Any of your principals who do not sign the Undertaking and Guaranty Agreement attached to the Franchise Agreement as Attachment C and all employees with access to Confidential Information must sign a confidentiality and non-compete agreement substantially in the form that we designate.

You must promptly notify us of any apparent infringement of, or challenge to, your use of any of the Copyrighted Works or Confidential Information. We are not required to take affirmative action when notified of a claim, or to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving any of the Copyrighted Works or Confidential Information, or if the proceeding is resolved unfavorably to you, but will take whatever action we determine to be appropriate under the circumstances. We have the right to control all administrative proceedings or litigation involving the Copyrighted Works, and we will control administrative proceedings or litigation involving Confidential Information. If we or our affiliate undertakes the defense or prosecution of any litigation pertaining to any of the Copyrighted Works or Confidential Information, you must sign all documents and perform such acts and things as may, in the opinion of our counsel, be necessary to carry out the defense or prosecution.

You may not display the Copyrighted Works in any promotional materials or on any web site, except as we expressly authorize.

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We have no obligation to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of the copyrights. You may not use any of our Copyrighted Works on the Internet without our written permission. This includes display of the Copyrighted Works on commercial websites, gaming websites, and social networking websites (such as FACEBOOK, INSTAGRAM, or TWITTER).

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

If the franchisee is an individual, the individual franchisee must directly supervise the Financial Center on its premises. If the franchisee is a corporation or other legal entity, a person who owns at least 50% of the corporate entity ("Operating Principal") must provide day-to-day onsite supervision. The Operating Principal must successfully complete the initial training program.

Each of your principals must sign an Undertaking and Guaranty substantially in the form of Attachment C to the Franchise Agreement. The Undertaking and Guaranty means that each of your principals personally guarantees to us that you will perform all obligations under the Franchise Agreement in a timely manner according to the terms of the Franchise Agreement. Principal is defined as you and your spouse if you are an individual or all persons who hold an ownership interest in you if you are a corporation, partnership, limited liability company, or other legal entity. If any person holding an ownership interest in you is a corporation, partnership, limited liability company, or other legal entity, then the term principal includes all persons holding an ownership interest in such entity. Any individuals with access to confidential

information (such as your manager) must sign a confidentiality and noncompetition agreement substantially in the form of Attachment D.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer, sell, and provide all products and services that we have authorized for sale at FAMILY FINANCIAL CENTERS® Financial Centers, and only the products and services that we have approved for sale. All products and services must be offered in strict conformity with our methods, standards, and specifications. We may add, eliminate, or modify authorized goods and services, in our sole discretion. There are no contractual limitations on our rights to make these changes.

You must keep the Financial Center open and operating on the days and during the hours that we designate, subject to applicable lease and/or local law or licensing limitations. Our mandatory hours of operation will be communicated to you via the Manual or otherwise in writing.

We have, and may in the future, develop relationships with providers of financial products and services, including money orders, bill payment services, tax preparation services, and other products and services ("Approved Vendors"). With respect to any product or service for which we have established one or more Approved Vendors, you agree to do business with such Approved Vendor and participate in all required programs according to their terms.

We do not restrict you from doing business with any customers, but you may neither market the Financial Center nor solicit business outside the Protected Area, and you may not sell products or services over the Internet with our prior written approval.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a) Length of the franchise term	Section 2.A.	15 years.
b) Renewal or extension of the term	Section 2.B.	If you are in good standing you may renew for two additional five-year terms.
c) Requirements for franchisee to renew or extend	Section 2.B.	Provide notice; may not be in default of Franchise Agreement or any other agreement; must renovate and modernize the Financial Center to conform to our then-current image; you and employees must be in compliance with our then-current training requirements; you must have the right to possess the Financial Center premises or have secured a substitute location; you and all guarantors must sign a release; must have operated substantially in accordance with the Franchise Agreement throughout the term If we permit you to renew, you must sign our then-current form of franchise agreement must pay

Provision	Section in Franchise Agreement	Summary
		the renewal fee. See Item 6. Our then-current form of franchise agreement may contain terms and conditions materially different from our current agreement, including different royalty fees and/or advertising obligations. The Franchise Agreement also contains a hold over provision which states if the Franchise Agreement expires and you continue to operate the Financial Center after expiration, we may, at our option, declare you to be holding over, and the Royalty Fee during any hold over period will be 150% of the Royalty Fee due under the franchise agreement. See Item 6.
d) Termination by franchisee	No provision	Not Applicable
e) Termination by franchisor without cause	No provision	Not Applicable
f) Termination by franchisor with cause	Section 18	We can only terminate if you are in default.
g) Cause defined – curable defaults	Section 18.B.	You have 10 days (or the time period provided by state law) to cure defaults related to: (1) your refusal to maintain and operate the Financial Center in compliance with the Franchise Agreement, the System, or the Manual; (2) your failure to pay amounts due us, our affiliates, approved vendors, or approved suppliers; (3) your failure to comply with any material federal, state, or local law or regulation applicable to the operation of the Financial Center; (4) your failure to pay the Initial Franchise Fee, ongoing fees, contributions, or amounts due for purchases from us or our affiliates; (5) your failure on three or more separate occasions within any 12 month consecutive period to comply with any provision of the Franchise Agreement, or any mandatory provision of the Manual; or (6) your breach of any other term, condition or provision in the Franchise Agreement.
h) Cause defined – non-curable defaults	Section 18.A. Section 18.C.	Non curable defaults include: (1) bankruptcy, foreclosure, or insolvency; (2) misrepresentation or omission of material facts in acquiring your franchise; (3) failure to complete the required initial training, failure to open the Financial Center for business by the Opening Date; (4) unauthorized use or disclosure of any Confidential Information or disclosure of any portion of the Manual; (5) temporary or permanent appointment of receiver or trustee; (6) loss of right of possession of all or a significant portion of the Financial Center premises; (7) violation of any provision in the franchise

Provision	Section in Franchise Agreement	Summary
		agreement concerning the Marks or Copyrighted Information; (8) unauthorized transfer of interest; (9) abandonment or fail to operate the Financial Center for more than 5 consecutive days; or (10) in the event you or any owner of greater than 20% interest in you is charged or convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in our sole opinion, to materially and unfavorably affect the System, or our Marks, goodwill or reputation.
i) Franchisee's obligations on termination/non-renewal	Section 19	Obligations include ceasing to hold yourself out as a franchisee or former franchisee; cancelling fictitious or assumed name; transferring to us the Financial Center's telephone number; at our option; assign to us your interest in the lease for the Financial Center premises; sell to us any of the Financial Center's assets that we elect to purchase; and comply with post term obligations (also see r, below)
j) Assignment of contract by franchisor	Section 17.B.	No restriction on our right to assign our interest in the Franchise Agreement or to transfer any of our assets.
k) Transfer by you – definition	Section 17.C.	Includes transfer of Franchise Agreement, transfer of the assets of the Franchised Business, and ownership changes.
l) Franchisor approval of transfer by franchisee	Section 17.D.	We have the right to approve all transfers but will not unreasonably withhold approval.
m) Conditions for franchisor's approval of transfer	Section 17.D.	We may condition our approval on satisfaction of the following: all monetary obligations must be satisfied; you must be in full compliance with the Franchise Agreement and all other agreements; you and each Principal must sign a release; the transferee must meet our criteria for new franchisees; at our election, the transferee either must assume your obligations under the Franchise Agreement or sign our then-current form of franchise agreement for the remainder of the franchise term left on your agreement; the transferee must agree to refurbish the Financial Center; you must agree to remain liable for all pre-transfer obligations; the transferee must comply with our then-current training requirements; the economic terms of the transfer may not, in our opinion, materially and adversely affect the post transfer viability of the Franchised Business. You also must pay the transfer fee stated in the Franchise Agreement. See Item 6.

Provision	Section in Franchise Agreement	Summary
n) Franchisor's right to first refusal to acquire franchisee's business	Section 17.G.	We may match any bona fide offer to purchase your business.
o) Franchisor's option to purchase franchisee's business	No provision	Not applicable.
p) Death or disability of franchisee	Section 17.F.	Rights may pass so long as transfer is completed within 120 days of death.
q) Non-competition covenants during the term of the franchise	Section 14	During the term, neither you nor any principal may be involved in any business in which check cashing or other financial services comprise more than 5% of total sales of the business.
r) Non-competition covenants after the franchise is terminated or expires	Section 14	For a two-year period following termination or expiration of the franchise, neither you nor any principal may be involved in any business in which check cashing or other financial services comprise more than 5% of the total sales of the business and which is located **(1)** at the former Financial Center location, **(2)** within 10 miles of the former Financial Center location, or *(3)* within 10 miles of any other FAMILY FINANCIAL CENTERS® Financial Centers.
s) Modification of the agreement	Section 22.B.	The Franchise Agreement may be modified only by a written document signed by both parties
t) Integration/merger clause	Section 22.A.	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and Franchise Agreement may not be enforceable.
u) Dispute resolution by negotiation and litigation	Section 23.A. & B.	Disputes will first be attempted to be resolved by negotiation, pursuant to the Manual. Any dispute that cannot be resolved through negotiation will be resolved through litigation in either the Court of Common Pleas of Bucks County, Pennsylvania, or the U.S. District Court for the Eastern District of Pennsylvania.
v) Choice of forum	Section 23.D.	Either party can apply to any court of competent jurisdiction for injunctive relief, and both parties consent to the personal jurisdiction of the Pennsylvania state courts and the U.S. District Court for the Eastern District of Pennsylvania. These provisions are subject to applicable state law. See the State Appendix State Specific Addenda to Franchise Agreement.
w) Choice of law	Section 23.C.	Pennsylvania law applies, subject to applicable state law. See the State Appendix and State Specific Addenda to Franchise Agreement.

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

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

A new franchisee's individual financial results may differ from the results stated in the financial performance representation. The actual results will vary from location to location and therefore we cannot and will not estimate any potential sales, profits, income or earnings that could be achieved in the operation of any particular FFC location. We can, however, provide basic information on expenses that are reasonable estimates based on system-wide averages for expenses, and the costs particular to an individual location (rent, utilities etc.). We can also make written substantiation for the financial performance representation available to a prospective franchisee upon request. We recommend you make your own independent investigation to determine whether or not the franchise may be profitable, and that you consult with an accountant, an attorney or other advisors before you sign the Franchise Agreement.

The following Table No. 1 reflects the amount of check cashing fees, check volume, and number of checks received in the 47 FFC franchised Financial Centers that were open and active as of February 2019 and that were in operation for the full calendar year of 2018. The table merges two "satellite" locations at Bridgton Kintock, New Jersey and Newark Kintock, New Jersey into the Bridgeton and Clementon locations, respectively. These satellite outlets constitute a service provided to an institution and are not full-time Financial Centers. The results are divided into three tiers based on performance. In each tier the total for each category as well as the per store average is shown.

More information about financial performance representations is found in the state appendix.

Notes:

1. The fees shown in the following table represent *only the fees collected by FFC Financial Centers through the cashing of checks.* The Financial Centers also earn fees from the sale of other products like money orders, wire transfers, electronic bill payments, gift card buybacks, gold, tax preparation, stamps, copies, lottery tickets, and other services. Because the fees collected for these services can vary significantly from location to location, and the fact that not all of the Financial Centers offer all of these products, we have excluded these revenues from the table below in order to provide you with a consistent basis for the averages described below. However, every Financial Center will generate additional fees from some or all of these other products and services.
2. The check cashing fees, check volume, and number of checks cashed listed in Table No. 1 were obtained solely from the data submitted to us by FFC franchisees on a monthly basis for royalty purposes as required in the franchise agreement and from our unaudited records. We have not, and our independent accountants have not, independently audited or verified the accuracy of these amounts reported to us by franchisees.

3. There are some locations that offer FFC services under the FFC brand as an adjunct to another existing business (e.g. convenience store) and therefore, may not perform in the same way as a location that is focused solely on the FFC business as the source of revenue and income. This may be reflected in the sales results they achieve and report. However, for purposes of this disclosure, we have not segregated those locations, and have included them in the overall averages.

Of the 15 Financial Centers counted in the first tier, three Financial Centers, representing 20 percent of the tier, attained the average check fees for the tier. Of the 16 Financial Centers counted in the second tier, six Financial Centers, representing 37.5 percent of the tier, attained the average check fees for the tier. Of the 16 Financial Centers counted in the third tier, seven Financial Centers, representing 43.75 percent of the tier, attained the average for the tier. Of all 47 Financial Centers counted, 14 Financial Centers, representing 29.79 percent of all Financial Centers, attained the average for all Financial Centers counted.

Table No. 1
SUMMARY NUMBERS FOR ALL THREE TIERS AND GRAND TOTAL SUMMARY DURING THE FISCAL YEAR ENDED DECEMBER 31, 2018

Tier One			
15 Financial Centers	**Check Fees**	**Check Volume**	**# of Checks**
Totals	$6,229,349.53	$384,608,371.97	205,366
Averages	$415,289.97	$25,640,588.13	13,691
Tier Two			
16 Financial Centers	**Check Fees**	**Check Volume**	**# of Checks**
Totals	$2,022,348.90	$102,222,225.34	183,605
Averages	$138,517.61	$6,388,889.08	11,475
Tier Three			
16 Financial Centers	**Check Fees**	**Check Volume**	**# of Checks**
Totals	$533,997.80	$21,369,416.92	53,986
Averages	$35,599.85	$1,424,627.79	3,599
Grand Total Summary for all 47 Financial Centers Included in Financial Performance Representations			
47 Financial Centers	**Check Fees**	**Check Volume**	**# of Checks**
Totals	$8,909,444.61	$507,799,351.31	451,924
Averages	$189,562.65	$10,804,241.52	9,615

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY

FOR YEARS 2016 TO 2018

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016	41	45	+4
	2017	45	43	-2
	2018	43	46	+3
Company-Owned	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Total Facilities	2016	41	45	+4
	2017	45	43	-2
	2018	43	47	+4

Table No. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2016 TO 2018

State	Year	Number of Transfers
Florida	2016	0
	2017	0
	2018	0
New Jersey	2016	0
	2017	1
	2018	0
Pennsylvania	2016	1
	2017	3
	2018	3
Oklahoma	2016	0
	2017	1
	2018	0
Totals	2016	1
	2017	5
	2018	3

Table No. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2016 TO 2018

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
California	2016	4	0	0	0	0	1	3
	2017	3	0	2	0	0	0	1
	2018	1	0	0	0	0	0	1
Connecticut	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	0	5
	2018	5	0	0	0	0	0	5
Delaware	2016	1	0	1	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Florida	2016	3	1	0	0	0	1	3
	2017	2	0	0	0	0	1	2
	2018	2	0	1	0	0	0	1
Georgia	2016	1	0	0	0	0	0	1
	2017	1	0	1	0	0	0	0
	2018	0	1	0	0	0	0	1
Indiana	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Louisiana	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
Massachusetts	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	1	0	0	0	0	2
New Jersey	2016	6	4	0	0	0	0	10
	2017	10	1	0	0	0	0	11
	2018	11	1	0	0	0	0	12
Ohio	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Oklahoma	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	1	0
Pennsylvania	2016	14	2	0	0	0	1	15
	2017	16	2	0	0	0	0	17
	2018	17	1	0	0	0	0	18
South Carolina	2016	1	0	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2016	2	0	0	0	0	1	1
Texas	2017	0	0	1	0	0	0	0
	2018	0	1	0	0	0	0	1
	2016	41	8	0	0	0	4	45
Totals	2017	45	4	4	0	0	1	44
	2018	44	5	1	0	0	1	47

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2016 TO 2018

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Totals	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0

Table No. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2018

State	Franchise Agreements Signed But Outlets Not Open	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Alabama	0	0	0
California	0	1	0
Connecticut	1	1	0
Florida	0	1	0
Georgia	0	0	0
Iowa	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
New Jersey	0	3	0
New Mexico	0	0	0
New York	1	1	0

State	Franchise Agreements Signed But Outlets Not Open	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Ohio	0	0	0
Oklahoma	0	0	0
Pennsylvania	1	3	0
South Carolina	0	1	0
Texas	1	1	0
Totals	4	12	0

Exhibit I lists the names of all current franchisees and the addresses and telephone numbers of their businesses as of December 31, 2018.

Exhibit I also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet 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 when you leave the franchise System.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience in the FAMILY FINANCIAL CENTERS® System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We have not formed, and are not aware of, any trademark-specific franchisee organizations associated with the FAMILY FINANCIAL CENTERS® System.

ITEM 21
FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit E are our audited balance sheets as of December 31, 2018, 2017, and 2016, and the related statements of operations, members' equity (deficit), and cash flows for the years then ended.

ITEM 22
CONTRACTS

Attached as Exhibit D to this disclosure document is a copy of the Franchise Agreement and the following attachments to the Franchise Agreement:

Attachment A Glossary of Additional Terms

Attachment B Statement of Ownership Interests

Attachment C Undertaking and Guaranty

Attachment D Confidentiality and Noncompetition Agreement

Attachment E Electronic Debit Authorization

Attachment F Telephone Number Assignment Agreement

Attachment G Multi-State Addenda

Attachment H Lease Rider

Attachment I Small Business Administration Addendum

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document appear as Exhibit J. Please return one copy to us and retain the other for your records.

FAMILY FINANCIAL CENTERS, LLC

STATE APPENDIX

FOR THE STATE OF CALIFORNIA

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

The California Corporations Code, Section 31125, requires that we give you a disclosure document, approved by the Department of Business Oversight, prior to solicitation of a proposed material modification of your Franchise Agreement.

ADDITIONAL RISK FACTORS:

THE FRANCHISE WILL BE AFFECTED BY STATE, FEDERAL AND LOCAL GOVERNMENTAL LAWS AND REGULATIONS INCLUDING: (A) LICENSING, EXAMINATION, AND BONDING LAWS; (B) CONSUMER PROTECTION LAWS; (C) THE AMERICANS WITH DISABILITIES ACT, FEDERAL WAGE AND HOUR LAWS, AND THE OCCUPATION, HEALTH AND SAFETY ACT; (D) TRUTH-IN-LENDING ACT, REGULATION Z, AND THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT; (E) REPORTING REQUIREMENTS WITH THE UNITED STATES TREASURY DEPARTMENT, THE OFFICE OF FOREIGN ASSET CONTROLS, AND/OR THE FINANCIAL CRIMES ENFORCEMENT NETWORK; (F) LIMITS ON FEES AND/OR INTEREST RATES; (G) PATRIOT ACT AND OTHER ANTI-MONEY LAUNDERING LAWS; AND (H) REGULATIONS ON TELEGRAPHS, ETC. FAILURE TO COMPLY WITH THE ABOVE MAY RESULT IN CIVIL OR CRIMINAL PENALTIES. SEE ITEM 1 FOR ADDITIONAL INFORMATION.

You will be required to obtain a check casher permit under the California Check Seller, Bill Payers and Proraters Law (Financial Code sections 12000 et seq.). The law requires that applicants for Check Sellers licenses maintain a minimum net worth of $500,000 and a $500,000 license bond. Bill Payers and General Proraters must maintain a minimum of $10,000 net worth and a surety bond of $25,000. For those licensees who use agents, the requirements are considerably higher. In addition to the financial and bonding requirements, applicants must demonstrate that they have experience in this type of business, and that they do not have a criminal history or a history of noncompliance with regulatory requirements.

You will be required to obtain a license under the California Deferred Deposit Transaction Law (CDDTL). To obtain this license, among other things, you must maintain a surety bond in the amount of $25,000. For more information about the CDDTL's requirements, please visit http://www.dbo.ca.gov/Licensees/Payday_Lenders/Requirements.asp.

The following is added to ITEM 1 of the Disclosure Document:

> In California, every owner of a check cashing business is required by law to obtain a permit from the Attorney General's Department of Justice. This licensing process is administered by the Check Casher Permit Program, pursuant to the Department of Justice Regulations of the Check Cashers Permit Program, California Code of Regulations, Title 11, Division 1, Chapter 13.5. The operation of a check cashing business in California also is governed by California Civil Code, Section 1789.30 through 1789.38 which, among other things, limits the amounts of fees that can be charged on payroll and government checks and places restrictions on deferred deposits.

The following is added to ITEM 3 of the Disclosure Document:

> Neither the franchisor nor any person identified in ITEM 2 of the Disclosure Document is subject to any current effective order of any national securities association or national securities exchange as defined in the Securities Exchange Act of 1934, U.S.C.A., 78a et. seq., suspending or expelling such persons from membership in such association or exchange.

The following is added to ITEM 5 of the Disclosure Document:

We will defer collection of the initial franchise fees until you have opened the Financial Center for business. After you open the Financial Center for business, you must pay to us the initial franchise fees. Payment of the initial franchisee fees is fully earned and is nonrefundable.

The following is added to ITEM 17 of the Disclosure Document:

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

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

The Franchise Agreement contains a covenant not to compete that extends beyond expiration or termination of the agreement. This provision may not be enforceable under California law.

Certain liquidated damages clauses are unenforceable under California Civil Code Section 1671.

The Franchise Agreement requires application of the laws of Pennsylvania. This provision may not be enforceable under California law.

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

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The following is added to ITEM 19 of the Disclosure Document:

The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

OUR WEBSITE CAN BE FOUND AT www.familyfinancialcenters.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

FOR THE STATE OF NEW YORK

WE MAY, IF WE CHOOSE, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, WE CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

The following is added to ITEM 3 of the Disclosure Document:

Other than the items disclosed above, the franchisor, the people identified in Item 2 and affiliates offering franchises under the franchisor's principal trademark do not have any administrative, criminal or civil action pending against them 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.

The people identified in Item 2 and affiliates offering franchises under the franchisor's principal trademark have not been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten-year period immediately preceding the application for registration, been convicted of or pleaded *nolo contendere* to a misdemeanor charge or 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.

The franchisor, the people identified in Item 2 and affiliates offering franchises under the franchisor's principal trademark are not 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; nor are 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 are 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 a sales agent.

The following is added to ITEM 4 of the Disclosure Document:

The franchisor, its affiliates, its predecessors, officers or general partners did not have or file a petition to start an action under the U.S. Bankruptcy Code, obtain a discharge of their debts under the bankruptcy code or act as a principal officer of a company or 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 during or within 1 year after the officer or general partner of the franchisor held his position in the company or partnership.

The following is added to ITEM 5 of the Disclosure Document:

The initial franchise fee is consideration for the right to use our programs and copyrighted marks. It is also used to pay for the costs associated with the initial training program at our corporate office.

The following is added to ITEM 17 of the Disclosure Document:

Any condition, stipulation or provision contained in the Franchise Agreement which purports to bind you to waive compliance with any provision of the New York General Business Law (Article 33, Sections 680 through 695) or any rule promulgated thereunder, may be void and unenforceable under the nonwaiver provision of such law.

New York General Business Law, §687.5 prohibits FFC from requiring a franchisee to assent to a release, assignment, novation, waiver, or estoppel that would relieve a person from any duty or liability imposed by such law. To the extent the Franchise Agreement requires you to waive or release any claims you may have against FFC or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would serve to relieve any person from liability under the FRDL, such release, waiver or acknowledgment shall not apply and shall be void to the extent that they would violate the nonwaiver provisions of the New York General Business Law.

EXHIBIT A

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OPERATING MANUAL TABLE OF CONTENTS

WELCOME/MISSION STATEMENT (6 pages)
CHECK CASHING TRAINING (6 pages)
CHECK IDENTIFICATIONS (38 pages)
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ANTI-MONEY LAUNDERING (52 pages)
PRIVACY TRAINING (9 pages)
DEBT COLLECTIONS (47 pages)
CUSTOMER SERVICE (21 pages)
MARKETING PLAN (34 pages)
HUMAN RESOURCES (83 pages)
SAFETY AND SECURITY (6 pages)
DISPUTE RESOLUTION (2 pages)
SEXUAL HARASSMENT (18 pages)
POS MANUAL (245 pages)
CHECKFREE PAY MANUAL (12 pages)
WESTERN UNION WIRE TRANSFER MANUAL (45 pages)
WESTERN UNION MONEY ORDER MANUAL (32 pages)
GIFTCARD BIN MANUAL (11 pages)
CASH4DEBIT MANUAL (8 pages)
NEXISCARD MANUAL (20 pages)
ACCURINT MANUAL (23 pages)
MASTER ISP (12 pages)

TOTAL PAGES INCLUDING VENDOR MATERIALS: 758 pages

EXHIBIT B

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

California
Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7500

Hawaii
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois
Office of Attorney General
500 S. Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana
Franchise Section, Securities Division
302 W. Washington St., Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

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

Michigan
Department of Attorney General
Consumer Protection Division
Franchise Unit
525 W. Ottawa St
G. Mennen Williams Bldg., 1st Floor
Lansing, Michigan 48913
(517) 373-7117

Minnesota
Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101-2198
(651) 296-4026

New York
Bureau of Investor Protection and Securities
120 Broadway, 23rd Floor
New York, New York 10271
(212) 416-8211

North Dakota
North Dakota Securities Department
600 East Blvd. Avenue
State Capitol, Fifth Floor Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Oregon
Division of Consumer and Business Services
350 Winter St. N.E. Labor & Industries Bldg, Rm 21
Salem, Oregon 97310
(503) 378-4387

Rhode Island
Department of Business Registration
Securities Division
1511 Pontiac Avenue, Building 69-I
Cranston, Rhode Island 02920
(401) 462-9585

South Dakota
Department of Labor and Regulation
Division of Securities
445 E. Capitol Ave.
Pierre, South Dakota 57501-3185
(605) 773-4823

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

Washington
Department of Financial Institutions
Securities Division – 3rd Floor
150 Israel Rd. SW
Tumwater, Washington 98501
(360) 902-8760

Wisconsin
Division of Securities
Department of Financial Institutions
345 W. Washington, 4th Floor
Madison, Wisconsin 53703
(608) 266-8559

EXHIBIT C

LIST OF AGENTS FOR SERVICE OF PROCESS

LIST OF AGENTS FOR SERVICE OF PROCESS

New York
Secretary of State of the State of New York
One Commerce Plaza
99 Washington Avenue
Albany, New York 12231

Pennsylvania
Michael R. Shelton, Corporate Legal Counsel
Family Financial Centers, LLC
99 Lantern Drive, Suite 101
Doylestown, Pennsylvania 18901

California
Commissioner of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013

EXHIBIT D

FRANCHISE AGREEMENT

FAMILY FINANCIAL CENTERS, LLC

SUMMARY PAGES

EFFECTIVE DATE:	_____
SCHEDULED OPENING DATE:	_____
EXPIRATION DATE:	Midnight on the date preceding the 15th anniversary of the Effective Date
FRANCHISEE(S):	_____
OPERATING PRINCIPAL:	_____
ADDRESS OF FRANCHISEE(S):	_____
	_____
TELEPHONE NUMBER:	_____
FACSIMILE NUMBER:	_____
E-MAIL ADDRESS:	_____
SITE SELECTION AREA:	_____
	_____
APPROVED LOCATION:	_____
PROTECTED AREA:	_____
INITIAL FRANCHISE FEE:	_____
STORE IN A BOX PURCHASE PRICE:	_____
ROYALTY FEE:	The greater of ***(1)*** $275 per Month or ***(2)*** the sum of ***(a)*** two tenths of one percent (.2%) of the face amount of all checks cashed and all debit transactions on all check cashing and debit card services; plus ***(b)*** Five percent (5%) of your monthly Gross Revenues, excluding those revenues derived from check cashing and debit card services
GRAND OPENING ADVERTISING:	$3,000
PROMOTIONAL FUND CONTRIBUTION:	$175 per month; subject to annual increase in an amount determined by FFC not to exceed 10% of then-current contribution amount.
MARKETING FUND CONTRIBUTION:	Amount designated by FFC, not to exceed 2% of Gross Revenues
MINIMUM LOCAL ADVERTISING EXPENDITURE:	Amount designated by FFC, not to exceed 2% of Gross Revenues
RENEWAL FEE:	$15,000
TRANSFER FEE:	$36,500
RESALE ADMINISTRATION FEE:	$36,500

FAMILY FINANCIAL CENTERS
FRANCHISE AGREEMENT

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H. Lease Rider
I. Small Business Administration Addendum

FAMILY FINANCIAL CENTERS, LLC

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into on the Effective Date, by and between Family Financial Centers, LLC ("**FFC**") and the Franchisee identified on the Summary Pages to this Agreement ("**Summary Pages**").

BACKGROUND

A. FFC has developed and owns a proprietary business format and system ("**System**") for operating a business offering a wide range of financial products and services which may include check cashing, money orders, wire transfers, electronic bill payment, fax and copier services, and tax preparation services ("**Financial Center**").

B. The System includes a distinct interior and exterior design, décor, color scheme, graphics, fixtures and furnishings, operating and customer service standards and procedures, advertising and marketing specifications and requirements, and other standards, specifications, techniques, and procedures that FFC designates ("**Standards**").

C. The System is identified by a distinctive trade dress, the trade name, and service mark "FAMILY FINANCIAL CENTERS®" and logo, and other trademarks, service marks, logos, tag lines, slogans, and other indicia of origin that FFC designates to identify Financial Centers operating under the System ("**Marks**").

D. You have applied for the right to operate a Financial Center using the System and Marks ("**Franchised Business**"), and FFC has approved your application in reliance on the representations contained therein, including those concerning your financial resources, your business experience and interests, and the manner in which the Financial Center will be owned and operated.

AGREEMENT

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GRANT OF FRANCHISE, TERRITORIAL PROTECTION

A. Grant

Subject to the provisions of this Agreement, FFC hereby grants you the nonexclusive right ("**Franchise**") to continuously operate a Financial Center at the Approved Location identified (or to be identified) in the Summary Pages, to offer and sell products and services that FFC prescribes from the Financial Center premises, and to use the Marks in the operation of the Franchised Business. You hereby undertake the obligation and agree to operate the Franchised Business strictly according to the terms and conditions of this Agreement.

B. Protected Area

During the initial term and all renewal terms, and provided that you are in full compliance with this Agreement and all other agreements between you and FFC, FFC shall neither operate nor grant others the right to operate another Financial Center in the Protected Area. This protection does not preclude FFC from granting a franchise to you or another franchisee at a location within the Protected Area that was the site of an existing independent money service businesses at the time your franchise was granted. FFC retains for itself all other rights including, without limitation, to, market, solicit, sell, and grant other individuals and persons the right to market, solicit, and sell, its authorized products and services through the Internet or otherwise to individuals residing in your Protected Area. In addition, FFC retains the right to operate and grant the right to operate FAMILY FINANCIAL CENTERS® Businesses anywhere outside of

the Protected Area. You may neither advertise nor solicit business outside the Protected Area without FFC's prior written consent.

2. TERM AND RENEWAL

A. Initial Term

The initial term of this Agreement ("**Initial Term**") shall begin on the Effective Date and shall expire on the Expiration Date, listed on the Summary Page, unless this Agreement is terminated at an earlier date pursuant to Article 18.

B. Renewal Term

At the expiration of the Initial Term, you will have an option to remain a franchisee at the Approved Location for two additional five-year renewal terms. You must give FFC written notice of whether or not you intend to exercise your renewal option no less than eight months, but not more than 12 months, before expiration of the then-current term. Failure to timely provide the required written notice constitutes a waiver of your option to remain a franchisee beyond the expiration of the then-current term.

If you desire to exercise your renewal options, described above, you must comply with all of the following conditions prior to and at the end of the then-current term:

(1) You may not be in default under this Agreement or any other agreement between you and FFC or its Affiliates; you may not be in default beyond the applicable cure period of any real estate lease, equipment lease, or financing instrument relating to the Franchised Business or Financial Center; you may not be in default beyond the applicable cure period with any vendor or supplier to the Franchised Business or Financial Center; and, for the 12 months before the date of your notice and the 12 months before the expiration of the then-current term, you may not have been in default beyond the applicable cure period under this Agreement or any other agreements between you and FFC or its Affiliates.

(2) You must renovate and upgrade the Financial Center premises and all fixtures, furniture, equipment, signage, and graphics, at your expense, to reflect the then-current image of FAMILY FINANCIAL CENTERS® Financial Centers, which renovations may include structural changes, remodeling, redecoration, and modifications to existing improvements.

(3) You and your employees must be in compliance with FFC's then-current training requirements.

(4) You must have the right to remain in possession of the Financial Center premises, or have secured other premises acceptable to FFC, for the renewal term and all monetary obligations owed to your landlord, if any, must be current.

(5) You, and all individuals who have executed this Agreement, and all guarantors of your obligations under this Agreement shall have executed a general release and a covenant not to sue, in a form satisfactory to FFC, of any and all claims against FFC and its Affiliates and their respective past and present officers, directors, shareholders, agents, and employees in their corporate and individual capacity, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between you and FFC or its Affiliates and your operation of the Franchised Business and Financial Center and the offer and grant of the FAMILY FINANCIAL CENTERS® franchise opportunity.

(6) As determined by FFC in its sole discretion, you have operated the Franchised Business and the Financial Center in accordance with this Agreement and with the System (as set forth in the Manual or otherwise and as revised from time to time by FFC) and you have operated any and all other FAMILY FINANCIAL CENTERS® franchises in which you have an interest in accordance with the applicable franchise agreement and with the System.

Within four months after FFC's receipt of written notice of your desire to renew, FFC shall advise you whether or not you are entitled to remain a franchisee for the renewal term. If FFC intends to permit you to remain a franchisee for the renewal term, FFC's notice will contain preliminary information regarding the required renovations and modernizations described in subsection (2), above. If FFC does not intend to permit you to remain a franchisee for the renewal term, FFC's notice shall specify the reasons for non-renewal. If FFC chooses not to permit you to remain a franchisee for the renewal term, it shall have the right to unilaterally extend the then-current term of this Agreement as necessary to comply with applicable laws.

If you will remain a franchisee for the renewal term, FFC will deliver to you for execution a new franchise agreement at least one month prior to the expiration of the then-current term. The form of renewal agreement shall be the form then in general use by FFC for new Financial Centers (or, if FFC is not then granting franchises for Financial Centers, that form of agreement as specified by FFC) and likely will differ from this Agreement and may reflect, among other things, different royalty fee and advertising obligations.

You must execute the franchise agreement for the renewal term and return the signed agreement to FFC, along with the Renewal Fee in the amount reflected in the Summary Pages, prior to expiration of the then-current term. Failure to sign the franchise agreement and to return it to FFC (along with payment of the Renewal Fee) within this time period shall be deemed your election not to renew the franchise. If this Agreement expires and you continue to operate the Financial Center after expiration, FFC may, at its option declare you to be holding over. In such event, the terms of this Agreement will govern the parties' relationship provided that, (1) either party may terminate the relationship at any time, for any reason or for no reason, by delivering to the other party written notice of termination, and (2) the Royalty Fee due and payable during such hold over period shall be 150% of the Royalty Fee due and payable under this Agreement.

3. DEVELOPMENT PROCEDURES

A. Site Selection

You must identify and acquire a site for the Financial Center within 180 days after the Effective Date of this Agreement. The site must be located within the Site Selection Area identified in the Summary Pages, must meet FFC's Standards for Financial Center size and location, and must otherwise be acceptable to FFC. Once a site is identified, the parties will mutually agree on an opening date ("**Opening Date**"), which will be no later than 180 days from the date you take possession of the site, and the Summary Page will be amended to reflect the Opening Date.

B. Franchise Site Application

For each proposed site that you identify, you must submit to FFC a Franchise Site Application including such information about the site as FFC may reasonably request to perform its evaluation. This information may include, among other things, a description of the proposed site, demographic characteristics, traffic patterns, parking, characteristics of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price, rental obligations, and other lease terms for the proposed site) and the size, appearance, other physical characteristics, and a site plan of the premises. FFC will approve or refuse to approve a proposed site within 30 days after the receipt of these documents and any additional information as FFC may reasonably require. FFC's failure to provide notification within this time period shall not be considered either approval or disapproval.

The parties acknowledge and agree that FFC's site approval is not an assurance that the Financial Center will achieve a certain sales volume or level of profitability; it means only that the proposed site meets FFC's minimum criteria for Financial Centers. FFC assumes no liability or responsibility for: *(1)* evaluation of the Financial Center Location's soil for hazardous substances; *(2)* inspection of any structure on the Financial Center location for asbestos or other toxic or

hazardous materials; *(3)* compliance with the Americans With Disabilities Act Amendment ("ADAA"); or *(4)* compliance with any other applicable law. It is your sole responsibility to obtain satisfactory evidence and/or assurances that the Financial Center location (and any structures thereon) is free from environmental contamination and is in compliance with the requirements of the ADAA and other applicable laws.

C. Lease Terms

If you propose to occupy the Financial Center premises pursuant to a lease or sublease, the lease or sublease may not prevent you from performing your obligations under this Agreement. FFC may condition its approval of a proposed site on your agreement to enter into a lease with the landlord that contains the terms and conditions set forth in Attachment H to this Agreement, which terms and conditions are incorporated by reference into this Agreement. You must deliver to FFC a fully executed copy of the lease within 10 days after its execution.

The parties acknowledge and agree that FFC's approval of a lease does not mean that the economic terms of the lease are favorable; it means only that the lease contains the lease terms that FFC requires.

D. Relocation

You may relocate the Financial Center within the Protected Area, only with FFC's prior written consent. FFC will grant its consent if your lease expires or terminates through no fault of yours, or if the Financial Center premises is destroyed or materially damaged by fire, flood, or other natural catastrophe ("**Innocent Loss or Casualty**"), and you are not in default of this Agreement or any other agreement between you and FFC. Selection of the relocation site and Financial Center construction, renovation, and opening shall be governed by Articles 3, 4, and 5 of this Agreement; provided that if the relocation occurred as a result of the loss of an Innocent Loss or Casualty, the Financial Center must be open for business at the new location within 180 days of closing at the previous location and if the relocation occurred for any other reason, the Financial Center must be open for business at the new location with five days of closing at the previous location. You are solely responsible for all relocation costs and expenses.

4. DRAWINGS, CONSTRUCTION, AND RENOVATION

A. Specifications and Drawings

You assume all cost, liability, and expense for developing, constructing, and equipping the Financial Center. FFC will furnish to you sample drawings and specifications for a standard FAMILY FINANCIAL CENTERS® Financial Center, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, storefront, and color schemes. It is your responsibility to have prepared all required construction plans and specifications to suit the shape and dimensions of the Financial Center, and you must ensure that these plans and specifications comply with applicable ordinances, building codes, and permit requirements and with all lease requirements and restrictions. You shall use only registered architects, registered engineers, and professional and licensed contractors.

You shall submit proposed construction plans, specifications, and drawings for the Financial Center ("**Plans**") to FFC and shall, upon FFC's request, submit all revised or "as built" Plans during the course of such construction. FFC will approve or refuse to approve the Plans and notify you within 30 days after FFC receives the Plans. Once FFC has approved the Plans, no substantial change shall be made to the Plans without FFC's prior written approval, which shall not unreasonably be withheld. FFC shall approve or disapprove Plan changes within 10 business days after receipt.

You may not begin site preparation or construction before FFC has approved the Plans. All construction must be in accordance with Plans approved by FFC and must comply in all respects with the Standards and with applicable laws, ordinances, local rules and regulations.

B. Commencement and Completion of Construction and Build Out

Construction shall be performed or supervised by a general contractor or construction manager of your choice, subject to the requirements of Section 4.A., above. Once construction has commenced, it shall continue uninterrupted (except for interruption by reason of events constituting Force Majeure) until completed. **Force Majeure** means any act of God, strike, lock-out, or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire, or other catastrophe, act of any government, or other third party and any other cause not within the control of the party affected thereby. If events constituting Force Majeure cause a delay in the commencement of the construction or build out of the Financial Center, FFC shall proportionately extend the Opening Date for the Financial Center. Notwithstanding the occurrence of any events, except events constituting Force Majeure, construction shall be completed and the Financial Center shall be furnished, equipped, and shall otherwise be ready to open for business in accordance with this Agreement no later than the Opening Date specified in the Summary Pages ("**Opening Date**").

You agree, at your sole expense, to do or cause to be done the following, by the Opening Date:

(1) Obtain and maintain all required licenses, building, utility, sign, health, sanitation, business, and other permits and licenses applicable to the Franchised Business.

(2) Make all required improvements to the Financial Center location and decorate the exterior and interior of the Financial Center in compliance with the Plans approved by FFC.

(3) Purchase or lease and install all specified and required fixtures, equipment, furnishings, and interior and exterior signs required for the Financial Center.

C. Acquisition of Necessary Furnishings, Fixtures, and Equipment

You agree to use in the development and operation of the Financial Center only the fixtures, furnishings, equipment, and signs that FFC has approved for FAMILY FINANCIAL CENTERS® Financial Centers as meeting its specifications and Standards for quality, design, appearance, function, and performance. You further agree to place or display at the Financial Center location (interior and exterior) only those signs, emblems, lettering, logos, and display materials that FFC approves in writing from time to time.

You shall purchase or lease approved brands, types, or models of fixtures, furnishings, equipment, and signs only from suppliers designated or approved by FFC, which may include FFC. If you propose to purchase, lease, or otherwise use any fixtures, furnishings, equipment, or signs which have not been approved by FFC, you shall first notify FFC in writing and shall, at your sole expense, submit to FFC upon its request sufficient specifications, photographs, drawings, and/or other information or samples for a determination as to whether those fixtures, furnishings, equipment, and/or signs comply with FFC's specifications and Standards. FFC will, in its sole discretion, approve or disapprove the items and notify you within 30 days after FFC receives the request.

D. Inspection, Cooperation

During the course of construction and/or renovation, you shall (and shall cause your architect, engineer, contractors, and subcontractors to) cooperate fully with FFC and its designees for the purpose of permitting FFC and its designees to inspect the Financial Center location and the course of construction or renovation in order to determine whether construction or renovation is proceeding according to the Plans.

E. Final Inspection and Opening Date

You shall notify FFC in writing at least 10 days prior to the date you expect construction and/or renovation to be completed and a certificate of occupancy to be issued. If requested by FFC, you shall submit a copy of the certificate of occupancy to FFC. FFC reserves the right, after receiving your notice, to conduct a final inspection of the Financial Center and its premises to determine your compliance with this

Agreement. You shall not open the Financial Center for business unless you have satisfied the conditions set forth in Article 5, below.

5. FINANCIAL CENTER OPENING

You shall not open, and FFC will not authorize the opening of, the Financial Center unless all of the following conditions have been met:

(1) You are not in material default under this Agreement or any other agreement with FFC; you are not in default beyond the applicable cure period under any real estate lease, equipment lease, or financing instrument relating to the Financial Center; and you are not in default beyond the applicable cure period with any vendor or supplier of the Financial Center;

(2) You are current on all obligations due FFC;

(3) FFC is satisfied that the Financial Center was constructed and/or renovated substantially in accordance with the Plans approved by FFC and applicable federal, state, and local laws, regulations, and codes;

(4) If the Financial Center location is leased, FFC has received a copy of the fully executed lease;

(5) You have obtained a certificate of occupancy and any other required occupational licenses and all health, safety, and/or fire department certificates;

(6) You have certified to FFC in writing that the installation of all items of furnishings fixtures, equipment, signs, computer terminals, and related equipment, supplies, and other items has been accomplished;

(7) Your Operating Principal has attended and successfully completed FFC's initial training program to FFC's satisfaction;

(8) FFC has determined that the Financial Center has been constructed and/or renovated and equipped substantially in accordance with the requirements of this Agreement and that you have hired and trained personnel in accordance with the requirements of this Agreement;

(9) FFC has been furnished copies of all insurance policies required by Article 16, and all such insurance is in full force and effect;

(10) You have executed agreements with FFC's designated vendors for the provision of authorized services; and

(11) You have deposited into your operating bank account at least $60,000, to be used as your opening cash inventory.

6. FEES

A. Initial Franchise Fee

You have paid FFC an Initial Franchise Fee in the amount specified in the Summary Pages. You acknowledge and agree that the Initial Franchise Fee is fully earned by FFC when paid and is not refundable.

B. Royalty Fee

In addition to all other amounts to be paid to FFC, you shall pay to FFC a nonrefundable and continuing Royalty Fee in the amount specified in the Summary Pages for the right to use the System and the Marks at the Approved Location and in connection with the Franchised Business. If any government agency levies any taxes, fees, or assessments on your payment of Royalty Fees (except taxes imposed on FFC's net taxable income), you shall reimburse FFC the amount of those taxes, fees, or assessments within 30 days after receive of an invoice from FFC.

C. Advertising Fees

You also shall spend minimum amounts for local advertising and shall contribute to FFC's Promotional Fund and Marketing Fund as described in Article 15 of this Agreement.

D. Payment of Fees

You must participate in FFC's then-current electronic funds transfer program authorizing FFC to utilize a pre-authorized bank draft system. All Royalty Fees and other amounts owed under this Agreement, including advertising fees and interest charges must be received by FFC or credited to a designated FFC account by pre-authorized bank debit before 5:00 p.m. on the date such payment is due ("**Due Date**"). On each Due Date, FFC will transfer from your commercial bank operating account ("**Account**") the amount reported to FFC by you or as determined by FFC by the records contained in the cash registers/computer terminals of the Financial Center. If you have not reported to FFC Gross Revenues for any reporting period, FFC will transfer from the Account, at its option, an amount equal to the Minimum Royalty Fee or an amount calculated in accordance with its estimate of the Financial Center's Gross Revenues during the reporting period, which estimate may be based on, among other things, historical financial performance of the Financial Center and/or current and historical performance of other FAMILY FINANCIAL CENTERS® Financial Centers. If, at any time, FFC determines that you have underreported the Gross Revenues of the Financial Center, or underpaid the Royalty Fee or other amounts due to FFC under this Agreement, or any other agreement, FFC shall initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided in this Agreement. Any overpayment will be credited against future Royalty Fees and other payments due under this Agreement.

In connection with the payment of Royalty Fees by electronic funds transfer, you shall: ***(1)*** comply with procedures specified by FFC in the Manual or otherwise in writing; ***(2)*** perform those acts and sign and deliver those documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 6.D.; ***(3)*** give FFC an authorization in the form designated by FFC to initiate debit entries and/or credit correction entries to the Account for payments of the Royalty Fee and other amounts payable under this Agreement, including any interest charges; and ***(4)*** make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for payment thereof.

Notwithstanding the provisions of this Section 6.D., FFC reserves the right to modify, at its option, the method by which you pay the Royalty Fee and other amounts owed under this Agreement, including advertising fees and interest charges, upon receipt of written notice by FFC.

Your failure to have sufficient funds in the Account shall constitute a default of this Agreement pursuant to Article 18. You shall not be entitled to set off, deduct, or otherwise withhold any Royalty Fees, advertising contributions, interest charges, or other monies payable to FFC under this Agreement on grounds of any alleged nonperformance by FFC of any of its obligations or for any other reason. In the event that you block, reverse our debit or otherwise refuse to pay any Royalty Fees, advertising contributions, interest charges, or other monies payable under this agreement, FFC shall be entitled to 150 percent of all fees theretofore withheld by you in addition to any costs of collection as stated below.

E. Interest

Any payments not received by FFC by the Due Date will accrue interest at the rate of 18% per annum or the highest lawful interest rate permitted by the jurisdiction in which the Financial Center operates, whichever is less.

F. Partial Payments

No payment by you or acceptance by FFC of any monies under this Agreement for a lesser amount than due shall be treated as anything other than a partial payment on account. Your payments of a lesser amount than due with an endorsement, statement, or accompanying letter to the effect that payment of the lesser amount constitutes full payment shall be given no effect, and FFC may accept the partial payments

without prejudice to any rights or remedies it may have against you. Acceptance of payments by FFC other than as set forth in this Agreement, or a waiver by FFC of any other remedies or rights available to it pursuant to this Agreement, shall not constitute a waiver of FFC's right to demand payment in accordance with the requirements of this Agreement or a waiver by FFC of any other remedies or rights available to it pursuant to this Agreement or under applicable law. Notwithstanding any designation by you, FFC shall have the sole discretion to apply any payments by you to any of your past due indebtedness for Royalty Fees, advertising contributions, purchases from FFC or its Affiliates, interest, or any other indebtedness. FFC has the right to accept payment from any other entity as payment by you. Acceptance of such payment by FFC will not result in that other entity being substituted as franchisee under this Agreement.

G. Collection Costs and Expenses

You agree to pay FFC on demand any and all costs and expenses incurred by FFC in enforcing the terms of this Agreement including, without limitation, collecting any monies that you owe FFC. These costs and expenses include, without limitation, costs and commissions due a collection agency, reasonable attorneys' fees, costs incurred in creating or replicating reports demonstrating Gross Revenues of the Financial Center, court costs, expert witness fees, discovery costs, and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.

7. RECORDKEEPING AND REPORTS

A. Recordkeeping

You agree to use computerized cash and data capture and retrieval systems that meet FFC's specifications and to record all Financial Center transactions. You shall keep and maintain, in accordance with any procedures set forth in the Manual, complete and accurate books and records pertaining to the Franchised Business sufficient to fully report to FFC. Your books and records shall be kept and maintained using charts of account meeting FFC's standards and specifications and generally accepted accounting principles ("**GAAP**"). You shall preserve all of your books, records, and state and federal tax returns for at least five years after the later of preparation or filing (or such longer period as may be required by any governmental entity) and make them available and provide duplicate copies to FFC within five days after FFC's written request.

B. Periodic Reports

You shall, at your expense, submit to FFC, in the form prescribed by FFC, a quarterly profit and loss statement and balance sheet (both of which may be unaudited) within 30 days after the end of each fiscal quarter. FFC shall have the right, to be exercised in its sole discretion, to require that you provide FFC profit and loss statements and balance sheets at other times requested by FFC. Each statement and balance sheet shall be signed by you or by your treasurer or chief financial officer attesting that it is true, correct, and complete and uses accounting principles applied on a consistent basis which accurately and completely reflects the financial condition of the Franchised Business.

C. Annual Reports

You shall, at your expense, provide to FFC a profit and loss statement and balance sheet reviewed by a certified public accountant within 60 days after your fiscal year end. The statement and balance sheet shall be signed by your or by your treasurer or chief financial officer attesting that the financial statements present fairly the your financial position and the results of operations of the Franchised Business during the period covered. FFC shall have the right, in its reasonable discretion, to require that you, at your expense, submit audited financial statements prepared by a certified public accounting firm acceptable to FFC for any fiscal year or any period or periods of a fiscal year.

D. Other Reports

You shall submit to FFC, for review or auditing, such other forms, reports, records, information, and data as FFC may reasonably designate, in the form and at times and places reasonably required by FFC, upon request and as specified from time to time in the Manual or otherwise in writing.

E. Audit Rights

FFC or its designee shall have the right at all reasonable times, both during and after the term of this Agreement, to inspect, copy, and audit your books, records, and federal, state, and local tax returns, and such other forms, reports, information, and data as FFC reasonably may designate, applicable to the operation of the Franchised Business. If an inspection or audit discloses an understatement of Gross Revenues, you shall pay FFC, within 10 days after receipt of the inspection or audit report, the deficiency in the Royalty Fees and advertising contributions plus interest (at the rate and on the terms provided in Section 6.E) from the date originally due until the date of payment. If an inspection or audit is made necessary by your failure to furnish reports or supporting records as required under this Agreement, or to furnish such reports, records, or information on a timely basis, or if an understatement of Gross Revenues for the period of any inspection or audit is determined to be greater than 2%, you also shall reimburse FFC for the reasonable cost of the inspection or audit including, without limitation, the charges of attorneys and independent accountants, and the travel expenses, room, board, and compensation of FFC's employees or designees involved in the inspection or audit. The foregoing remedies shall be in addition to all other remedies and rights available to FFC under this Agreement and applicable law.

8. TRAINING, CERTIFICATION, AND ASSISTANCE

A. Training and Certification

Before you may open the Financial Center for business, your Operating Principal must attend FFC's initial training program and complete the course to FFC's satisfaction. The initial training program will take place at a location and time that FFC designates. In the event that your Operating Principal fails to complete training to FFC's satisfaction, FFC may terminate this Agreement, and neither you nor FFC shall have any further liability to one another. There is no charge for the first two individuals to attend the initial training program. At your request, FFC may permit additional individuals to attend the same training program, subject to space availability and payment of a reasonable tuition, the amount of which shall be determined by FFC in its sole discretion.

You are responsible for all costs and expenses of complying with FFC training and certification requirements including, without limitation, tuition and registration costs and salary, travel, lodging, and dining costs for all of your employees who participate in the training.

B. Pre-Opening Assistance

FFC shall provide consultation and advice to you, as FFC deems appropriate, with regard to the development and operation of the Financial Center, building layout, furnishings, fixtures, and equipment plans and specifications, employee recruiting, selection, and training, purchasing and inventory control, and such other matters as FFC deems appropriate. However, all policies and procedures relating to your employees shall be your policies and procedures as an independent contractor of FFC.

C. Ongoing Assistance

FFC periodically, as it deems appropriate, shall advise and consult with you in connection with the operation of the Financial Center. FFC, as it deems appropriate, shall provide to you its knowledge and expertise regarding the System and pertinent new developments, techniques, and improvements in the areas of management, sales promotion, service concepts, and other areas. FFC may provide these services through visits by FFC representatives to the Financial Center, the distribution of printed or filmed material or electronic information, meetings or seminars, telephone communications, email communications, or other communications. If you request, and FFC agrees to provide, on-site assistance, FFC may impose a reasonable

fee for the services and shall be entitled to reimbursement of service-related expenses (such as travel and living expenses for FFC's representative providing the on-site assistance).

D. Ongoing Training

FFC reserves the right to hold and to require you to attend annual conferences, refreshers, and supplemental training programs to discuss ongoing changes in the industry, sales techniques, personnel training, bookkeeping, accounting, inventory control, performance standards, and advertising programs. If the conference is mandatory, you will not be required to pay a conference fee; however, you are responsible for all travel and living expenses for attendance at the conference. Your failure to attend any annual conferences, refreshers, and supplemental training programs, even if not mandatory, constitutes your acknowledgement that you have received and are receiving all required assistance. Additionally, if any ongoing training or troubleshooting results in an on-site visit to your Financial Center, you agree to reimburse FFC for any expenses incurred in travel, including, but not limited to hotel accommodations, gas, mileage and automobile rentals.

9. MANUAL

FFC will provide you on loan a copy of its confidential and proprietary Manual which contains information and knowledge that is necessary and material to the System. (As used in this Agreement, the term "**Manual**" also includes other publications, materials, drawings, memoranda, videotapes, CDs, DVDs, MP3s, and other electronic media that FFC from time to time may loan to you.) The Manual may be supplemented or amended from time to time by letter, electronic mail, bulletin, videotape, CD, DVD, MP3, or other communications concerning the System to reflect changes in the image, specifications, and standards relating to developing, equipping, furnishing, and operating a FAMILY FINANCIAL CENTERS® Financial Center. You shall keep your copy of the Manual current with all additions and deletions provided by or on behalf of FFC and shall purchase whatever equipment and related services (including, without limitation, a video cassette recorder, CD/DVD player and/or MP3 player, computer system, internet service, dedicated phone line, facsimile machine, etc.) as may be necessary to receive these communications. If a dispute relating to the contents of the Manual develops, the master copy maintained by FFC at its principal offices shall control.

The Manual contains detailed standards, specifications, instructions, requirements, methods, and procedures for management and operation of the Franchised Business, including the Financial Center. The Manual also may contain information relating to customer identification laws and policies; transaction reporting laws and policies; safety policies and procedures; employee training; marketing, advertising and sales promotions; maintenance and repair of the Financial Center premises; employee dress attire and appearance standards; and accounting, bookkeeping, records retention, and other business systems, procedures, and operations. You agree at all times to operate the Franchised Business, including the Financial Center, in strict conformity with the Manual, to maintain the Manual at the Financial Center, not to reproduce the Manual or any part of it, and to treat the Manual as confidential and proprietary; and to disclose the contents of the Manual only to those employees who have a need to know its contents.

Upon termination or expiration of this Agreement, you shall immediately return the Manual without retaining any copies thereof. If you lose or misplace the Manuals, FFC may impose a replacement fee which will not exceed $5,000.

10. MODIFICATIONS OF THE SYSTEM

FFC, in its sole discretion, shall be entitled from time to time to change or modify the System, including modifications to the Manual, the required equipment, the signage, the building and premises of the Financial Center (including the trade dress, décor, and color schemes), the presentation of the Marks, the adoption of new administrative forms and methods of report, and of payment of any monies owed FFC (including electronic means of reporting and payment), and the adoption and use of new or modified Marks or copyrighted materials. You shall accept and use or display at the Financial Center any such changes or

modifications in the System as if they were a part of the System at the time this Agreement was executed, and you shall make such expenditures as the changes or modifications in the System reasonably require.

Within 10 days after receipt of written notice from FFC, you shall begin selling any newly authorized products and services and cease selling any products or services that are no longer authorized. You shall establish prices in your sole and absolute discretion.

If you develop any new concepts, processes, or improvements relating to the System, whether or not pursuant to FFC authorized test procedures, you promptly shall notify FFC and provide FFC with all information regarding the new concept, process, or improvement, all of which shall become the property of FFC and its Affiliates and which may be incorporated into the System without any payment to you. You, at your expense, promptly shall take all actions deemed necessary or desirable by FFC to vest in FFC ownership of such concepts, processes, or improvements.

11. PERFORMANCE REQUIREMENTS

A. Compliance with Applicable Laws

You shall comply with all applicable laws, ordinances, regulations, rulings, or licensing requirements of every nature which in any way regulate or effect the operation of the Financial Center. Furthermore, you agree to promptly pay all taxes and business expenses and to comply with all laws covering occupational hazards, accommodations for the disabled, including, without limitation, the Americans with Disabilities Act Amendment, and, if applicable, health, worker's compensation insurance, and unemployment insurance. Furthermore, you agree at your expense, to modify the Financial Center, if necessary, to comply with any such applicable laws or regulations. You will not engage in any activity or practice that results, or may reasonably be anticipated to result, in any public criticism or penalty of the System or part thereof.

B. System Compliance

You must comply with the System, the Manual, and other procedures and forms that come into effect from time to time.

C. Authorized Products and Services

You shall offer, sell, and provide all products and services that FFC has authorized for sale at FAMILY FINANCIAL CENTERS® Financial Centers and only the products and services that FFC has approved for sale. All products and services shall be offered in strict conformity with FFC's methods, standards, and specifications. FFC may add, eliminate, or modify authorized products and services, in its sole discretion, and you shall promptly comply with all changes which may include, among other things, offering new products or services on a test basis.

D. Approved Vendors

FFC has and may in the future develop relationships with providers of financial products and services, including money orders, bill payment services, tax preparation services, short-term consumer loans, and other products and services, as well as products and services that will help you manage your business, maximize efficiencies, and minimize financial risks associated with providing check cashing services and other financial products and services ("**Approved Vendor**"). With respect to any product or service for which FFC has established one or more Approved Vendors, you agree to do business with such Approved Vendor and participate in all required programs according to their terms (which may include, among things, subscribing to online services and paying subscription fees). You shall pay when due all amounts owed to Approved Vendors and shall enter into and comply with all agreements with Approved Vendors that FFC requires.

E. Purchases from Approved Suppliers and According to Specifications

FFC shall make available to you for purchase, and you shall purchase from FFC or its designee, all items contained in FFC's "**Store in a Box**." You shall pay to FFC the purchase price therefor, as reflected in the Summary Pages, according to FFC's payment terms and conditions.

During the term of this Agreement, you shall purchase from manufacturers, distributors, vendors, and suppliers approved by FFC (collectively, "**Approved Suppliers**") all other furniture, fixtures, equipment, computer systems, customer identification software, merchandise, advertising materials, supplies, and stationery that meet FFC's Standards and specifications, as promulgated from time to time. FFC has the right to require that you use only certain brands of products and materials ("**Approved Brands**"), and to the extent that Approved Brands have been identified, you may purchase and use only the Approved Brands. FFC may from time to time modify the list of Approved Suppliers and/or Approved Brands. You shall promptly comply with all such modifications.

If you propose to purchase any products or services for which there are Approved Suppliers from a different supplier, you shall submit to FFC a written request for such approval, or shall request the supplier to submit a written request on its own behalf. FFC has the right to require, as a condition of its approval, that its representatives be permitted to inspect the supplier's facilities, and that such information, specifications and samples as FFC reasonably be delivered to FFC and/or to an independent, certified laboratory designated by FFC for testing prior to granting approval. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by you. FFC will notify you within 60 days of your request as to whether you are authorized to purchase such products from that supplier. FFC reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval of any supplier upon the suppliers' failure to meet FFC's criteria for quality and reliability.

F. Computer Systems

You shall acquire and use all cash registers and computer hardware and related accessories and peripheral equipment, including video surveillance equipment (collectively, "**Computer Systems**") that FFC prescribes for use by Financial Centers, and you may not use any cash registers or computer hardware, accessories, or peripheral equipment that FFC has not approved for use. Requirements may include, among other things, connection to remote servers, off-site electronic repositories, and high speed Internet connections.

You shall: ***(1)*** use any proprietary software programs, system documentation manuals, and other proprietary materials provided to you by FFC in connection with the operation of the Financial Center; ***(2)*** input and maintain in your computer such data and information as FFC prescribes in the Manual, software programs, documentation, or otherwise; and ***(3)*** purchase new or upgraded software programs, system documentation manuals, and other proprietary materials at then-current prices whenever FFC adopts such new or upgraded programs, manuals, and materials system-wide. You shall enter into all software license agreements, "terms of use" agreements, and software maintenance agreements, in the form and manner FFC prescribes and pay all fees charged by third party software and software service providers thereunder.

You acknowledge that FFC may independently access from a remote location, at any time, all information input to, and compiled by, your Computer System or an off-site server, including information concerning Gross Revenues.

You acknowledge that technology is ever changing and that, as technology or software is developed in the future, FFC may, in its sole discretion, require you to: ***(1)*** add to your Computer System memory, ports, and other accessories or peripheral equipment or additional, new, or substitute software; and ***(2)*** replace or upgrade your Computer System and software as FFC prescribes.

To ensure full operational efficiency, you agree to keep your Computer System in good maintenance and repair and to make additions, changes, modifications, substitutions, and replacements to your computer hardware, accessories and peripherals, software, telephone, and power lines, high speed

Internet connections, and other computer-related facilities as directed by FFC. Upon termination or expiration of this Agreement, all computer software, disks, tapes, and other magnetic storage media shall be returned to FFC in good operating condition, excepting normal wear and tear.

FFC may, at its option, establish and maintain an intranet or extranet system through which members of the FAMILY FINANCIAL CENTERS® franchise network may communicate and through which FFC may disseminate updates to the Manual and other Confidential Information. FFC will have no obligation to establish or to maintain the intranet indefinitely, and may dismantle it at any time without liability to you. FFC may establish policies and procedures for the intranet's use. FFC expects to adopt and adhere to a reasonable privacy policy. However, you acknowledge that, as administrator of the intranet, FFC can access and view any communication that anyone posts on the intranet. You further acknowledge that the intranet facility and all communications that are posted to it will become FFC's property, free of any claims of privacy or privilege that you or any other individual may assert. If you fail to pay when due any amount payable to FFC under this Agreement, or if you fail to comply with any policy or procedure governing the intranet, FFC may temporarily suspend your access to any chat room, bulletin board, listserv, or similar feature the intranet includes until such time as you fully cure the breach.

FFC has the right to access your computer system at any time, without limitation, and electronically download any data and video surveillance from the Financial Center. Your refusal to give permission to access your computer at any time constitutes a breach of this Agreement under Section 11.F.

G. Financial Center Appearance and Image

In order to maintain uniform standards of quality, appearance, and marketing, it is essential that you conform to FFC Standards and specifications. You shall maintain the Financial Center in a manner which is consistent with the overall desired image of the System. You shall keep the Financial Center premises clean and attractive at all times. You shall maintain the interior and exterior premises in excellent maintenance and repair and shall replace fixtures, furniture, equipment, and signs as they become worn or obsolete. Furthermore, you may be required to periodically redecorate the Financial Center. Should you desire to make material alterations to the Financial Center layout, leasehold improvements, fixtures, signs, equipment, or appearance, you must obtain FFC's prior written approval before doing so.

H. Personnel

The Financial Center shall at all times be staffed by a sufficient number of highly competent trained employees. Hiring of all employees is your responsibility, and you are responsible for all terms, policies, and procedures relating to their employment. In addition, you are responsible for providing your employees with proper and adequate training. You maintain sole responsibility for employment decisions affecting the Financial Center. You may not recruit an employee of ours or any other FAMILY FINANCIAL CENTERS® Financial Center without obtaining the consent of that employee's employer.

You and your employees shall maintain a clean and attractive appearance, give prompt, courteous, and efficient service to the public, and otherwise operate the Financial Center in strict compliance with the policies, practices, and procedures contained in the Manual so as to preserve the goodwill and image of the System. You shall cause all of your employees to adhere to the FFC dress code which includes, without limitation, the wearing of uniforms that FFC approves.

I. Operations

You shall operate the Financial Center in accordance with the System and Manual. Your Operating Principal must participate personally and full-time in operation of the Franchised Business. You acknowledge and agree that all aspects of the appearance and operation of the Financial Center are vitally important to the success of the Financial Center and the System. You must comply with all mandatory standards and procedures including hours and days of operations, appearance of the Financial Center (subject to applicable lease restrictions), marketing and appearance and demeanor of your employees.

J. Right of Entry and Inspection

You shall permit FFC or its authorized agents or representatives to enter your premises during normal business hours and to reasonably inspect the operations of the Financial Center. FFC shall have the right to observe you and your employees rendering services and to generally review the operations of the Financial Center for compliance with the standards and procedures set forth in this Agreement and in the Manual. In addition, FFC may confiscate any materials which it reasonably deems illegal or in violation of this Agreement and/or the Manual.

K. Payment of Taxes and Other Indebtedness

You shall promptly pay, when due, all taxes levied or assessed by any federal, state, or local tax authority and any and all other indebtedness incurred by you in the operation of the Financial Center. In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; provided, however, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Financial Center or any improvements thereon.

12. ORGANIZATION OF THE FRANCHISEE

A. Representations

If you are a Business Entity, you make the following representations and warranties: ***(1)*** the Business Entity is duly organized and validly existing under the laws of the state of its formation; ***(2)*** it is qualified to do business in the state or states in which the Financial Center is located; ***(3)*** execution of this Agreement and the development and operation of the Financial Center is permitted by its governing documents; and ***(4)*** unless waived in writing by FFC, its charter documents and its governing documents shall at all times provide that the activities of the Business Entity are limited exclusively to the development and operation of a FAMILY FINANCIAL CENTERS® Financial Center.

If you are an individual, or a partnership comprised solely of individuals, you make the following additional representations and warranties: ***(1)*** each individual has executed this Agreement; ***(2)*** each individual shall be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement; and ***(3)*** notwithstanding any transfer for convenience of ownership pursuant to Article 17, each individual shall continue to be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement.

B. Governing Documents

If you are a corporation, copies of your Articles of Incorporation, bylaws, other governing documents and any amendments, including the resolution of the Board of Directors authorizing entry into and performance of this Agreement, and all shareholder agreements, including buy/sell agreements, have been furnished to FFC. If you are a limited liability company, copies of your Articles of Organization, operating agreement, other governing documents, and any amendments, including the resolution of the Managers authorizing entry into and performance of this Agreement, and all agreements, including buy/sell agreements, among the members have been furnished to FFC. If you are a general or limited partnership, copies of your written partnership agreement, other governing documents, and any amendments, as well as all agreements, including buy/sell agreements, among the partners have been furnished to FFC, in addition to evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if that approval or consent is required by your written partnership agreement or applicable law. When any of these governing documents are modified or changed, you promptly shall provide copies of the modifying documents to FFC.

C. Ownership Interests

If you are a Business Entity, all of your equity interests are owned as set forth on Attachment B. In addition, if you are a Business Entity, you shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities of the corporation (and the number of shares owned by each). If you are a limited liability company, you shall maintain a current list of all members (and the percentage membership interest of each member). If you are a partnership, you shall maintain a current list of all owners of an interest in the partnership (and the percentage ownership interest of each general and limited partner). You shall comply with Article 17 prior to any change in ownership interests and shall execute addenda to Attachment B as changes occur in order to ensure the information contained in Attachment B is true, accurate and complete at all times.

D. Restrictive Legend

If you are a corporation, you shall maintain stop-transfer instructions against the transfer on your records of any voting securities, and each stock certificate of the corporation shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of this stock is subject to the restrictions imposed on assignment by the Family Financial Centers, LLC, Franchise Agreement(s) to which the corporation is a party." If you are a limited liability company, each membership or management certificate or other evidence of interest in the limited liability company shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of an interest in this limited liability company is subject to the restrictions imposed on assignment by the Family Financial Centers, LLC, Franchise Agreement(s) to which the limited liability company is a party." If you are a partnership, your written partnership agreement shall provide that ownership of an interest in the partnership is held subject to, and that further assignment or transfer is subject to, all restrictions imposed on assignment by this Agreement.

E. Guarantees

If you are a Business Entity, each of your Principals (and if you are a limited partnership, each of your general partner's Principals) shall execute the Undertaking and Guaranty attached as Attachment C. As it is the intent of the parties that individual persons execute the Guaranty and Undertaking, the Principals of each Business Entity in transferee's chain of ownership will also execute the Personal Guaranty and Undertaking.

13. MARKS AND COPYRIGHTED WORKS

A. Acknowledgments

You expressly understand and acknowledge that: ***(1)*** as between you and FFC, FFC is the exclusive owner of all right, title, and interest in and to the Marks (and all goodwill symbolized by them) and the Copyrighted Works; ***(2)*** the Marks are valid and serve to identify the System and those who are licensed to operate a Franchised Business in accordance with the System; ***(3)*** your use of the Marks and Copyrighted Works pursuant to this Agreement does not give you any ownership interest or other interest in or to them, except the nonexclusive license to use them in accordance with this Agreement and the Standards; ***(4)*** any and all goodwill arising from your use of the Marks and/or the System shall inure solely and exclusively to FFC benefit, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System or the Marks; and ***(5)*** the license and rights to use the Marks and Copyrighted Works granted hereunder to you are nonexclusive, and FFC may: ***(a)*** itself use, and grant franchises and licenses to others to use, the Marks, Copyrighted Works, and the System; ***(b)*** establish, develop, and franchise other systems, different from the System licensed to you herein, without offering or providing you any rights in, to, or under such other systems; and ***(c)*** modify or change, in whole or in part, any aspect of the Marks or Copyrighted Works.

B. Modification of the Marks and Copyrighted Works

FFC reserves the right to add, eliminate, or modify any of the Marks and Copyrighted Works. You must promptly take all actions necessary to adopt all new and modified Marks and/or Copyrighted Works and discontinue using obsolete Marks and/or Copyrighted Works which may include, among other things, acquiring and installing, at your expense, new interior and exterior signage and graphics.

C. Use of the Marks and Copyrighted Works

You shall use only the Marks and Copyrighted Works designated by FFC and shall use them only in connection with the operation and promotion of the Franchised Business and in the manner required or authorized and permitted by FFC. Your right to use the Marks and Copyrighted Works is limited to the uses authorized under this Agreement and in the Manual, and any unauthorized use thereof shall constitute an infringement of FFC rights and grounds for termination of this Agreement.

You shall not use the Marks as part of your Business Entity or other legal name. You shall comply with all requirements of FFC and applicable state and local laws concerning use and registration of fictitious and assumed names and shall execute any documents deemed necessary by FFC or its counsel to obtain protection for the Marks or to maintain their continued validity and enforceability.

You may not cause or allow all or any recognizable portion of the Marks to be used or displayed as all or part of an e-mail address, Internet domain name, uniform resource locator ("**URL**"), or meta-tag, or in connection with any Internet home page, web site, or any other Internet-related activity (such as FACEBOOK, INSTAGRAM, or TWITTER) without FFC's express written consent, and then, only in a manner and in accordance with the procedures, standards, and specifications that FFC establishes. You may not use the Marks, or display the Copyrighted Works, in any promotional materials or on any web site except as expressly authorized by FFC. You may not use any of the Copyrighted Works on the Internet without FFC's written permission. This includes display of the Copyrighted Works on commercial websites, gaming websites, and social networking websites (such as FACEBOOK, INSTAGRAM, or TWITTER).

You may not use the Marks in connection with the offer or sale of any products or services that FFC has not authorized for sale at the Financial Center.

D. Assignment of Copyrighted Works

To the extent that you or any Principal creates any derivative work based on the Copyrighted Works ("**Derivative Works**"), you and each such Principal assigns to FFC all ownership in and to the Derivative Work and agree to execute such further assignments as FFC may request. You and each Principal shall take all actions and sign all documents necessary to give effect to the purpose and intent of this Section 13.D. You and each Principal irrevocably appoints FFC as true and lawful attorney-in-fact for you and each Principal and authorize FFC to take such actions and to execute, acknowledge, and deliver all such documents as may from time to time be necessary to convey to FFC all rights granted herein.

E. Infringement; Notice of Claims

If you become aware of any infringement of the Marks or Copyrighted Works, or if your use of the Marks or Copyrighted Works is challenged by a third party, then you must immediately notify FFC. FFC shall have the exclusive right to take whatever action it deems appropriate. If FFC or its Affiliate undertakes the defense or prosecution of any litigation pertaining to any of the Marks or other intellectual property, you must sign all documents and perform such acts and things as may, in the opinion of FFC counsel, be necessary to carry out such defense or prosecution. If it becomes advisable at any time in the sole discretion of FFC to modify or discontinue the use of any Mark or Copyrighted Works, or to substitute a new mark or graphic for any Mark or Copyrighted Work, as applicable, you must promptly comply, at your expense (which may include the cost of replacement signage and/or trade dress), with such modifications, discontinuances, or substitutions.

F. Remedies and Enforcement

You acknowledge that in addition to any remedies available to FFC under this Agreement, you agree to pay all court costs and reasonable attorneys' fees incurred by FFC in obtaining specific performance of, a temporary restraining order and/or an injunction against violation of the provisions of this Article 13.

14. CONFIDENTIALITY OBLIGATIONS AND RESTRICTIVE COVENANTS

A. Confidential Information

You and each Principal acknowledge that all Confidential Information belongs exclusively to FFC. You and each Principal agree to maintain the confidentiality of all Confidential Information, not to duplicate any materials containing Confidential Information, and not to divulge any Confidential Information to anyone, except to other franchisees, your employees and your professional advisors on a need to know basis. You may use the Confidential Information only for the purpose of operating the Financial Center. This provision will survive expiration or termination of this Agreement.

You shall cause your Operator and any employee with access to Confidential Information, including information contained in the Manuals, to sign a confidentiality agreement in a form prescribed by FFC which identifies FFC as a third-party beneficiary of such agreement and gives FFC independent rights of enforcement.

B. Covenants of the Franchisee

During the term of this Agreement, and for a two-year uninterrupted period commencing upon expiration or termination of this Agreement, regardless of the reason for termination, you shall not, directly or indirectly, for yourself or through, on behalf of, or in conjunction with any individual or Business Entity: ***(1)*** divert customers or potential customers to other businesses; ***(2)*** induce any employee of another FAMILY FINANCIAL CENTERS® business to leave his or her employment, or employ any person who had been employed by another FAMILY FINANCIAL CENTERS® business within the previous 60-day period without paying the former employer a $1,000 training fee; or ***(3)*** own, operate, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any business (except another FAMILY FINANCIAL CENTERS® Business pursuant to a valid franchise agreement) in which check cashing or other financial services comprise more than 5% of total sales (provided that such restriction shall not apply to less than a 5% beneficial interest in any publicly traded corporation).

During the term of this Agreement, the restrictions contained in Section 14.B.***(3)***, above, shall apply universally. During the two-year restrictive period described above, the restrictions shall apply only to businesses located: ***(1)*** at the former Financial Center location; ***(2)*** within a 10-mile radius surrounding the Financial Center location; and ***(3)*** within a 10-mile radius surrounding any FAMILY FINANCIAL CENTERS® Financial Center operating or under construction as of the date of termination or expiration of this Agreement.

The two-year restrictive period described above shall be tolled during any period of noncompliance.

C. Covenants of the Franchisee's Principals

During the term of this Agreement, and for a continuous uninterrupted two-year period commencing: ***(1)*** upon expiration or termination of this Agreement, regardless of the cause for termination; or ***(2)*** dissolution of the franchisee entity; or ***(3)*** the transfer or redemption of a Principal's interest in the franchisee entity, whichever occurs first, such Principal shall not, directly or indirectly, for himself or herself or through, on behalf of, or in conjunction with any individual or Business Entity: ***(a)*** divert customers or potential customers to other businesses; ***(b)*** induce any employee of another FAMILY FINANCIAL CENTERS® business to leave his or her employment, or employ any person who had been employed by another FAMILY FINANCIAL CENTERS® business within the previous 60-day period without paying the former employer a $1,000 training fee; or ***(c)*** own, operate, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any business (except another

FAMILY FINANCIAL CENTERS® business pursuant to a valid franchise agreement) in which check cashing or other financial services comprise more than 5% of total sales (provided that such restriction shall not apply to less than a 5% beneficial interest in any publicly traded corporation).

During the term of this Agreement, the restrictions contained in Section 14.C.***(3)*** above shall apply universally. During the two-year restrictive period described above, the restrictions shall apply only to Financial Centers or businesses located: ***(1)*** at the former Financial Center location; ***(2)*** within a 10-mile radius surrounding the Financial Center location; and ***(3)*** within a 10-mile radius surrounding any FAMILY FINANCIAL CENTERS® Financial Center operating or under construction as of the date of termination or expiration of this Agreement.

The two-year period restrictive period described above shall be tolled during any period of noncompliance.

At FFC's request, each Principal shall execute a separate agreement containing the terms contained in this Section 14.C.

D. Reformation and Reduction of Scope of Covenants

If all or a portion of any covenant contained in this Article 14 is held to be unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which FFC or its Affiliate is a party, you and the Principals will 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 Article 14. Notwithstanding the foregoing, FFC has the unilateral right, in its sole discretion, to reduce the scope of any covenant set forth in this Article 14, or any portion thereof, which reduction will become effective immediately upon delivery of notice of the reduction.

E. Acknowledgments

The parties and each Principal acknowledge and agree that any claims that you or the Principal may have or allege to have against FFC shall not constitute a defense to the enforcement of any covenant contained in this Article 14.

F. No Undue Hardship

You and each Principal acknowledge and agree that the covenants set forth in this Article 14 are fair and reasonable. You acknowledge and agree that such covenants will not impose any undue hardship on you and that you have other considerable skills, experience, and education affording you the opportunity to derive income from other endeavors. Each Principal acknowledges and agrees that such covenants will not impose any undue hardship on him or her and that each has other considerable skills, experience, and education affording him or her the opportunity to derive income from other endeavors.

G. Injunctive Relief

You and each Principal acknowledge that the violation of any covenant contained in this Article 14 would result in immediate and irreparable injury to FFC for which there is no adequate remedy at law. The parties acknowledge and agree that, in the event of a violation of any covenant contained in this Article 14, FFC shall be entitled to seek injunctive relief to restrain such violation in accordance with the usual equity principles. The party in violation of any foregoing covenant shall reimburse FFC for any costs that it incurs (including attorneys' fees) in connection with enforcement of the provisions contained in this Article 14.

15. ADVERTISING

A. General Requirements

FFC will provide you with reasonable samples and amounts of advertising and marketing materials which may include, but are not limited to, video and audio tapes, multimedia, print-ready advertising

materials, posters, banners, and other items. You may develop your own advertising and marketing materials, at your own expense, subject to the requirements described below.

All of your promotional and marketing materials shall be presented in a dignified manner and shall conform to FFC's Standards and specifications related to advertising, marketing, and trademark use. You shall submit to FFC samples of proposed promotional and marketing materials, and notify FFC of the intended media, before first publication or use. FFC shall use good faith efforts to approve or disapprove proposed promotional and marketing materials within 10 business days of their receipt. You may not use the promotional or marketing materials until FFC expressly approves the materials and the proposed media. Once approved, you may use the materials only in connection with the media for which they were approved. FFC may disapprove your promotional or marketing materials, or the media for which they were approved, at any time, and you must discontinue using any disapproved materials or media upon your receipt of written notice of disapproval.

B. Grand Opening Advertising

You shall spend a minimum of $3,000 on the Grand Opening Advertising Campaign for the Franchised Business. You must conduct your Grand Opening Advertising Campaign within 21 days after the Financial Center opens for business. FFC reserves the right to approve your Grand Opening Advertising Campaign.

C. Promotional Fund and Marketing Fund

Each month during the Term, you shall contribute to the Promotional Fund the amount stated in the Summary Pages. FFC has the right to use Promotional Fund monies, in its sole discretion, to pay for creating, preparing, designing, and producing point-of-purchase and other promotional signage and materials for use in connection with the operation of FAMILY FINANCIAL CENTERS® Financial Centers.

Each month during the Term, you shall contribute to the Marketing Fund the amount stated in the Summary Pages. FFC has the right to use Marketing Fund monies, in its sole discretion, to pay for creative development services (including creation and modification of logos, graphics, and vehicle wraps), preparing or procuring market studies, providing or obtaining marketing services (including, without limitation, conducting customer surveys, focus groups, and marketing-related mystery shops and customer interviews), developing, producing, distributing and placing advertising (including, without limitation, developing and producing point-of-sale advertising and promotional materials); developing, updating and hosting FFC's web site (including development of interior pages featuring franchised and company or Affiliate-owned FAMILY FINANCIAL CENTERS® Financial Centers and developing locator programs) and/or an intranet or extranet system, obtaining sponsorships and endorsements, preparing and conducting sweepstakes and other promotions including development of customer identification cards and providing and procuring public relations services and conducting public relations activities. FFC also may use Marketing Fund monies to reimburse itself for its costs of personnel and other administrative and overhead costs associated with providing the services described in this Section 15.B.

The parties acknowledge that FFC owns all rights and retains all copyrights in all design and content developed using Promotional Fund and Marketing Fund monies and that FFC will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with Marketing Fund expenditures, and the allocations of Marketing Fund monies to production, placement, and other costs. FFC will own all copyright in any works created using Promotional Fund and Marketing Fund monies. You acknowledge and agree that FFC is not obligated to expend the Marketing Fund contributions for placement of advertising in your trading area, or to ensure that the Financial Center benefits directly or *pro rata* from Marketing Fund Fee expenditures. FFC will not use Marketing Fund contributions for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using Marketing Fund contributions (including Internet

advertising) information concerning franchise opportunities, and a portion of Marketing Fund contributions may be used to create and maintain one or more pages on FFC's web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates. FFC has no fiduciary duty to you or to any Principal or to any other Person with respect to the collection or expenditure of Marketing Fund contributions. Upon your reasonable request, FFC will provide you an annual statement of Marketing Fund contributions and expenditures.

D. Local Advertising Expenditure

Each calendar quarter you shall expend for local advertising purposes the amount set forth in the Summary Pages. Any amounts contributed to an Advertising Cooperative pursuant to Section 15.E, below, shall be credited toward satisfaction of your Local Advertising Expenditure.

E. Advertising Cooperatives

FFC may, from time to time, form local or regional advertising cooperatives ("**Advertising Cooperative**") to pay for the development, placement, and distribution of advertising for the benefit of all Financial Centers located in the geographic region served by the Advertising Cooperative. Any Advertising Cooperative established by FFC will be operated solely as a conduit for the collection and expenditure of Advertising Cooperative fees for the foregoing purposes.

If FFC forms an Advertising Cooperative for the region in which the Financial Center is located, you agree to participate in the Advertising Cooperative pursuant to the terms of this Section 15.E.

FFC shall have the exclusive right to create, dissolve, and merge each Advertising Cooperative created, in its discretion, and to create and amend the organizational and governing documents related thereto; provided that such documents shall: ***(1)*** operate by majority vote, with each FAMILY FINANCIAL CENTERS® Financial Center (including Financial Centers owned by FFC or its Affiliates) entitled to one vote; ***(2)*** entitle FFC to cast one vote (in addition to any votes it may be entitled to on account of its operation of Financial Centers in the area served by the Advertising Cooperative; ***(3)*** permit the members of the Advertising Cooperative, by majority vote, to determine the amount of required contributions; and ***(4)*** provide that any funds left in the Cooperative at the time of dissolution shall be returned to the members in proportion to their contributions during the 12-month period immediately preceding termination.

You agree to be bound by all organizational and governing documents created by FFC and, at FFC's request, shall execute all documents necessary to evidence or affirm your agreement. The Advertising Cooperative shall begin operating on a date determined in advance by FFC.

No advertising or promotional plans or materials may be used by the Advertising Cooperative or furnished to its members without FFC's prior approval. All advertising plans and materials must conform to the Standards and must be submitted to FFC for approval according to the procedures set forth in Section 15.A. of this Agreement.

F. Internet Advertising

FFC will develop and maintain, or cause a third-party to develop or maintain, a national website. The national website may include content that you may submit for the Financial Center provided you meet FFC's Standards and requirements. You will have the right to use all content from the national website provided that you agree to sign any such license agreements in connection with your use of the national website. FFC reserves the right to review all content you propose to include or use from the national website. FFC makes no representations or warranties that the use of the national website will be uninterrupted or error free or that it will not be subject to unauthorized intrusion. In addition, FFC makes no warranties as to the lawfulness, accuracy, completeness, or reliability of any of the content available on the national website nor does it make any warranties with regard to merchantability, fitness for a particular purpose, or non-infringement.

You may not establish or maintain a web site or other presence on the World Wide Web portion of the Internet that reflects any of the Marks or any of FFC's copyrighted works, that includes the term

"FAMILY," or "FINANCIAL" as part of its URL or domain name, that otherwise states or suggests your affiliation with FFC or its franchise system, or that uses or displays any services offered at the Financial Center. You may not sell any products or services over the Internet unless you first obtain our prior written approval and comply with our then-current policies and standards.

16. INSURANCE

A. Obligation to Maintain Insurance

Franchisee shall be responsible for all loss or damage arising from or related to Franchisee's development and operation of the Financial Center and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, or in connection with, the development or operation of the Financial Center. Franchisee shall maintain in full force and effect throughout the term of this Agreement any and all insurance which Franchisee determines is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Financial Center which shall include, at a minimum, insurance policies of the kinds, and in the amounts, required by section 16.B. FFC, and any entity with an insurable interest designated by FFC ("**Additional Named Insureds**"), shall be an additional insured in such policies to the extent each has an insurable interest. Each policy of insurance maintained pursuant to this Agreement shall contain a waiver of subrogation in favor of the Additional Named Insureds.

B. Minimum Insurance Coverage

All insurance policies shall be written by an insurance company or companies satisfactory to FFC, in compliance with the standards, specifications, coverages, and limits set forth in the Manual or otherwise provided to you in writing. These policies shall include, at a minimum, the following:

(1) Comprehensive general liability insurance including coverage for bodily injury, personal injury, products liability, blanket contractual liability, broad form property damage, non-owned automobiles, completed operations, and property damage on an occurrence basis with policy limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

(2) Property Insurance written on an "All Risks" policy for fire and related peril (including floods and earthquakes where applicable) with limits of insurance of not less than the full replacement value of the Financial Center, and its furniture, fixtures, equipment, inventory, and other tangible property.

(3) Business Interruption and Extra Expense coverage to include rental payment continuation for a minimum of 12 months, loss of profits, and other extra expenses experienced during the recovery from property loss.

(4) Employer's Liability coverage in the amount of $100,000 per person, $500,000 in the aggregate, and $100,000 for occupational disease.

(5) Crime (employee dishonesty, theft, and robbery) with minimum limits of $10,000 per occurrence.

(6) Workers' compensation and such other insurance as may be required by statute or rule of the state or locality in which the Financial Center is located. This coverage shall also be in effect for all of your employees who participate in any of the training programs described in this Agreement.

(7) In connection with any construction, renovation, refurbishment, or remodeling of the Financial Center, you shall maintain Builder's All Risks insurance and in connection with new construction or substantial renovation, refurbishment, or remodeling of the Financial Center, you shall maintain performance and completion bonds in forms and amounts, and written by carrier(s), reasonably satisfactory to FFC.

FFC may reasonably increase the minimum coverage required and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards or other

relevant changes in circumstances. Franchisee shall receive written notice of such modifications and shall take prompt action to secure the additional coverage or higher policy limits.

C. Insurance Policy Requirements

The following general requirements shall apply to each insurance policy that Franchisee is required to maintain under this Agreement:

(1) Each insurance policy shall be specifically endorsed to provide that the coverage shall be primary and that any insurance carried by any additional insured shall be excess and non-contributory.

(2) No insurance policy shall contain a provision that in any way limits or reduces coverage for you in the event of a claim by FFC or its Affiliates.

(3) Each insurance policy shall extend to, and provide indemnity for, all of your obligations and liabilities to third parties and all other items for which you are required to indemnify FFC under this Agreement.

(4) Each insurance policy shall be written by an insurance company that has received and maintains "A+" or better rating by the latest edition of Best's Insurance Rating Service.

(5) No insurance policy shall provide for a deductible amount that exceeds $5,000, unless otherwise approved in writing by FFC, and Franchisee's co-insurance under any insurance policy shall be 80% or greater.

D. Delivery of Certificate

No later than 30 days after this Agreement is executed by FFC, and on each policy renewal date thereafter, you shall submit evidence of satisfactory insurance and proof of payment therefore to FFC. The evidence of insurance shall include a statement by the issuer that the policy or policies will not be cancelled or materially altered without at least 30 days' prior written notice to FFC. Upon request, you also shall provide to FFC copies of any and all policies, policy amendments, and riders.

E. Minimum Insurance Requirements Not a Representation of Adequacy

You acknowledge that no requirement for insurance contained in the Agreement constitutes advice or a representation by FFC that only such policies, in such amounts, are necessary or adequate to protect you from losses in connection with the Financial Center under this Agreement. Maintenance of this insurance and the performance of your obligations under this Article 16 shall not relieve you of liability under the indemnification provisions of this Agreement.

F. FFC's Right to Procure Insurance

If you fail to procure or maintain at least the insurance required by this Article 16, as revised from time to time pursuant to the Manual or otherwise in writing, FFC shall have the immediate right and authority, but not the obligation, to procure such insurance and charge its cost to you. You shall reimburse FFC for all out-of-pocket costs incurred by FFC in obtaining such insurance on your behalf immediately upon demand for payment.

17. TRANSFER

A. Prohibited Acts

Any unauthorized transfer or conveyance, by authorization of law or otherwise, or any attempt to do so, shall be deemed void, a breach of this Agreement, and grounds for termination of this Agreement by FFC.

B. Transfer by FFC

FFC's obligations under this Agreement are not personal, and FFC can unconditionally assign and transfer, in its sole and absolute discretion, this Agreement to any other person or business entity at any

time. FFC does not need your permission for the transfer, and may transfer free of any responsibility or liability whatsoever to you, provided the transferee assumes FFC's material obligations. FFC may also: ***(1)*** sell or issue its stock, other ownership interests, or assets, whether privately or publicly; ***(2)*** merge with, acquire, or be acquired by an entity, including an entity that competes directly with you; or ***(3)*** undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring.

C. Transfer by Franchisee

Your obligations under this Agreement are personal and may not be voluntarily or involuntarily sold, pledged, assigned, transferred, shared, subdivided, sub-franchised, encumbered, or transferred in any way without the prior express written approval of FFC. Accordingly, neither you nor any of your owners may transfer the Financial Center without FFC's prior written approval and without complying with all provisions of this Article 17. Any transfer without such approval or compliance constitutes a breach of this Franchise Agreement. Under no circumstances will any assignment, sale, or transfer of any interest in the Franchised Business to a competitor of this System be permitted.

D. Conditions for Transfer or Assignment

No transfer of this Agreement will be approved by FFC or be effective unless and until:

(1) You are under no default of performance or observance of any of its obligations under this Agreement or any other agreement with FFC at the time you request permission to assign this Agreement or at the time of assignment;

(2) You have settled all outstanding accounts with FFC and you and every principal of your entity have executed a general release of FFC and all principals of FFC from all claims that may be brought by you or any principal;

(3) You pay FFC a fee to transfer the Financial Center in the amount of $36,500 ("**Transfer Fee**");

(4) The proposed transferee executes a separate Transfer Agreement with FFC, using the then current form of franchise agreement;

(5) The proposed transferee pays for, attends, and satisfactorily completes the initial training program unless:

(a) The transferee is a current Franchisee in good standing in the System;

(b) The transferee is and has been a manager for a period of one (1) year or more of a Financial Center in good standing;

(c) The individual or the stockholders, partners, members, or trustees and beneficiaries of a proposed entity transferee each execute a personal guarantee, jointly and severally, guaranteeing the performance of the proposed transferees obligation; or

(d) The proposed transferee demonstrates to FFC's satisfaction that it, in all respects, meets FFC's standards applicable to new Franchisees regarding experience, personal and financial reputation and stability, willingness and ability to devote his or her full time and best efforts to the operation of the Financial Center, and any other conditions FFC may reasonably apply in evaluating new Franchisees. FFC must be provided all information about the proposed transferee as it may reasonably require.

E. Transfer for Convenience of Ownership

Notwithstanding the preceding Section 17.D., you may transfer your rights and obligations under this Agreement without FFC's consent to an entity in which you own 100% of the outstanding stock, provided: ***(1)*** you remain on the Agreement as a party and the entity is a co-party; ***(2)*** you or your Operator or manager approved by FFC continue to devote full time and best efforts to manage the daily operations

of the Financial Center; ***(3)*** the entity's activities are combined exclusively to operating the Financial Center; and ***(4)*** the entity assumes joint and several liability with you.

F. Death of Franchisee

Upon your death, as an individual, the rights granted by this Agreement may pass, without payment of any transfer fee, to the next of kin or legatees, provided that your legal representatives will, within 120 calendar days of your death, apply in writing to FFC for the right to transfer to the next of kin or legatees Franchisee's rights under this Agreement. FFC will not unreasonably withhold permission so long as the proposed transferees meet each of the then current requirements of Franchisees.

G. Right of First Refusal to Purchase Your Business

You hereby grant FFC the right to purchase the Franchised Business on the same terms and conditions specified in a bona-fide written offer from a qualified third party. Within 7 days after receiving the bona fide offer acceptable to transfer all or part of the Franchised Business, you must forward a signed copy of the written offer to FFC. FFC will then have access to all the Franchised Business's records in order to evaluate the offer and may purchase the Franchised Business upon notification to you within 60 days.

If FFC elects to exercise this option to purchase under this Agreement, FFC will have the right to set off against any payment all amounts due from you under this Agreement and the cost of the appraisal if any.

If FFC does not exercise its right to purchase within the required time frame, you may transfer the Franchised Business to the third party, but not at a lower price or in more favorable terms than what was disclosed to FFC in writing. Such transfer remains subject to FFC's prior written approval and other conditions specified in this Agreement. If FFC does not transfer the business to the transferee on the same terms offered to FFC, then you must again extend the right of first refusal to FFC in the manner described above, before another desired transfer.

18. DEFAULT AND TERMINATION

A. Automatic Termination

This Agreement will terminate automatically without notice and without an opportunity to cure if you become insolvent or make a general assignment for the benefit of creditors, if a petition in bankruptcy is filed by you or against you, if you are adjudicated bankrupt, if a bill in equity or other proceeding for the appointment of a receiver for your business or assets is filed and against you, if any court of competent jurisdiction appoints a receiver for your business assets, if a final judgment is entered against you and remains unsatisfied or of record for 30 days or longer (unless a *supersedeas* bond is filed), if execution is levied against any of the Financial Center's assets, or if foreclosure proceedings are initiated against you by any secured lender.

B. Termination with Opportunity to Cure

FFC may terminate this Agreement, by delivery of written notice of default, upon the occurrence of any of the following events of default and your failure to take appropriate corrective action within the applicable cure period:

(1) You fail or refuse to maintain and operate the Franchised Business in compliance with this Agreement, the System, or the Manual and fail to correct such actions within 10 days after delivery of written notice of default;

(2) You fail to pay amounts due to FFC or its Affiliates, Approved Vendors, or Approved Suppliers as provided in this Agreement and fail to correct such action within 10 days after delivery of written notice of default;

(3) You fail to comply with any material federal, state, or local law or regulation applicable to the operation of the Franchised Business and fail to correct such action within 72 hours after delivery of written notice of default;

(4) You fail to timely pay the Initial Franchise Fee, and/or any ongoing fees and/or contributions, amounts due for purchases from FFC or its affiliates or other payments due to FFC, and you fail to correct such failure within 10 days after written notice of such failure is delivered;

(5) You fail on three or more separate occasions within any period of 12 consecutive months to comply with any provision of this Agreement, or any mandatory provision of the Manual, whether or not such failure is corrected after notice is delivered to you; or

(6) You are in breach of any other term, condition, or provision of this Agreement.

C. Termination without Opportunity to Cure

FFC may terminate this Agreement, by delivery of written notice of default, upon the occurrence of any of the following events of default:

(1) You misrepresent or omit material facts which induce FFC to enter into this Agreement;

(2) You fail to complete the required initial training program or fail to designate an acceptable site pursuant to this Agreement;

(3) You fail to open the Financial Center for business by the Opening Date;

(4) You make any unauthorized use or disclosure of any Confidential Information or use, duplicate, or disclose any portion of the Manual in violation of this Agreement;

(5) A permanent or temporary receiver or trustee for the facility or all or substantially all of your property is appointed by any court, or any such appointment is consented to or not opposed through legal action by you, or you make a general assignment for the benefit of your creditors or you make a written statement to the effect that you are unable to pay your debts as they become due;

(6) You lose possession or right of possession of all or a significant part of the Financial Center through condemnation, casualty, lease termination, or mortgage foreclosure and the Financial Center is not relocated or reopened;

(7) You violate any provision of this Agreement concerning the Marks or Copyrighted Information;

(8) You or any Principal effects a Transfer in violation of this Agreement;

(9) You voluntarily abandon or cease operation of the Financial Center for more than 5 consecutive days; or

(10) You or any owner of greater than 20% percent of you or Operator is charged or convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of FFC, to materially and unfavorably affect the System, marks, goodwill, or reputation.

19. OBLIGATIONS UPON EXPIRATION OR TERMINATION

A. Expiration or Termination of Franchise

Upon termination or expiration of this Agreement, you shall have no further right to use the Confidential Information, Marks, Copyrighted Works, or other intellectual property owned and licensed to you by FFC. You may no longer hold yourself out as a FAMILY FINANCIAL CENTERS® franchise operator, and you shall refrain from representing any present or former affiliation with FFC or the FAMILY FINANCIAL CENTERS® System. You shall immediately pay all sums due and owing to FFC and its Affiliates.

You shall immediately take all actions necessary to cancel any assumed or fictitious name containing the Marks and shall do all things necessary to transfer to FFC or its designee the Financial Center's telephone number(s). You shall also inform your bank that you are no longer an FFC franchisee and remove any documents on file with your bank that indicate you are in any way associated with FFC. You hereby grant to FFC and its representatives power of attorney for the specific purpose of executing all documents and doing all things necessary to effect such cancellations and transfers.

You shall immediately surrender to FFC all copies of all materials in your possession including the Manual and all other documentation relating to the operation of the Financial Center, and all copies thereof, and shall retain no copy or record of any of the foregoing, excepting only your copy of this Agreement, any correspondence between the parties, and any other documents which you reasonably need for compliance with any provision of law.

Immediately following termination or expiration and for a two-year period thereafter, you shall permit FFC's representative access to inspect your books and records, including providing access to your Computer System, for any legitimate business reason relating to your operation of the Financial Center. You shall cooperate in all such inspections and shall permit the inspection and copying of all hard and electronic files.

B. FFC's Option to Assume Lease and Purchase Assets

Upon termination or expiration of this Agreement, FFC shall have the option (but not the obligation) to assume your lease for the Financial Center premises by delivering to you written notice of its election within 30 days after termination or expiration of this Agreement. If FFC exercises its option, FFC also shall purchase the Financial Center's leasehold improvements, fixtures, furnishings, equipment, graphics, and signage for a purchase price equal to fully tax-depreciated value. FFC also shall have the right (but not the obligation) to assume any equipment leases and other contracts relating to the operation of the Financial Center as FFC, in its sole discretion, agrees to assume. Closing on the purchase of assets shall occur no later than 60 days after FFC exercises its option.

If FFC elects not to assume your lease for the Financial Center premises, FFC shall have the option to purchase or may require you to destroy any graphics, signage, or other materials bearing the Marks. To the extent that FFC elects to purchase any such items, the purchase price shall be equal to fully tax-depreciated value of such items. You shall immediately remove from the Financial Center premises all items bearing the Marks and Copyrighted Works and modify the trade dress as necessary to distinguish the premises from a FAMILY FINANCIAL CENTERS® Financial Center. If you fail or refuse to comply with the requirements of this Section 19.B., FFC and its representatives shall have the right to enter on the Financial Center premises, without liability for trespass or other civil tort, for purposes of making such changes, at your expense, which you shall pay upon demand.

FFC shall have the right to offset against the purchase price of any items purchased from you pursuant to this Section 19.B.: ***(1)*** amounts that you owe to FFC or its Affiliates; ***(2)*** lease transfer fees (if any), other costs owed to your landlord, and the costs of renovating the Financial Center premises so that it meets FFC's then-current standards and specifications (if FFC elects to assume the lease for the Financial Center premises); ***(3)*** the costs of de-identifying the Financial Center premises in accordance with this Section 19.B. if you fail to do so (if FFC does not elect to assume the lease for the Financial Center premises); and ***(4)*** all costs incurred by FFC relating to its purchase of the Financial Center's assets (including the cost of an independent appraiser, if necessary).

C. Termination of Your Franchise and Sale to Another Franchisee

In the event that you and FFC agree to a mutual termination of this Agreement and the termination is accompanied by the sale of the assets at your site to another franchisee, who will be opening at the site, all of the following shall apply: ***(1)*** you and FFC will execute a mutual release and termination of this

Agreement; ***(2)*** you will pay FFC a Resale Administration Fee of $36,500.00; and ***(3)*** you will pay any broker commissions associated with the sale of your assets or the new franchisee's takeover of your site.

D. Compliance with Post Term Obligations

You and each Principal shall comply with all covenants and obligations which, by their nature, surviving termination of this Agreement including, without limitation, the confidentiality obligations and restrictive covenants contained in Article 14 and the indemnification obligations described in Section 20.B. You shall deliver to FFC written notice of your compliance with all post term obligations within 30 days following the date of termination or expiration of this Agreement.

E. Obligations Not Exhaustive

Termination or expiration of this Agreement will not affect, modify, or discharge any claims, rights, causes of action, or remedy which FFC may have against you, whether such claims or rights arise before or after termination.

F. Trademark Infringement. If you contest termination and/or fail to comply with your post-termination obligations, and a court of competent jurisdiction upholds such termination, your operation of the Franchised Business from and after the date of termination, will constitute willful trademark infringement and unfair competition by you, and you shall be liable to FFC for damages resulting from such infringement in addition to any fees paid or payable hereunder, including, without limitation, any profits that you derived from such post-termination operation of the Franchised Business.

20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. Independent Contractor

The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that you will operate the Franchised Business as an independent contractor, and that neither party to this Agreement shall be considered an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other party.

Except as otherwise expressly authorized by this Agreement, neither party hereto will make any express or implied agreements, warranties, guarantees, or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between FFC and you are other than that of franchisor and franchisee. FFC does not assume any liability, and will not be deemed liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement, nor will FFC be obligated for any damages to any person or property which directly or indirectly arise from or relate to the operation of the Financial Center.

During the term of this Agreement, you shall identify yourself as the owner of the Financial Center operating under a franchise granted by FFC and shall apply for all licenses, permits, and certificates of occupancy in your own name. Additionally, your individual name (if you are an individual) or your corporate name (if you are a Business Entity) must appear prominently on all invoices, order forms, receipts, business stationery, contracts, and employee-related forms and documents. You shall not use the Marks to incur or secure any obligation or indebtedness on behalf of FFC. You shall display at the Financial Center, in a conspicuous location, a form of notice approved by FFC, stating that you are an independent franchised operator of the FAMILY FINANCIAL CENTERS® Financial Center.

B. Indemnification

You shall defend at your own cost and indemnify and hold harmless to the fullest extent permitted by law, FFC, its Affiliates and their respective directors, officers, employees, agents, shareholders, designees, and representatives (collectively, "**FFC Indemnities**") from all Losses and Expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is

based upon any of the following: ***(1)*** your alleged infringement or any other violation or any other alleged violation of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; ***(2)*** your alleged violation or breach of any contract, federal, state or local law, regulation, ruling, standard, or directive of any industry standard; ***(3)*** libel, slander, or any other form of defamation by you; ***(4)*** your alleged violation or breach of any warranty, representation, agreement, or obligation in this Agreement; ***(5)*** any acts, errors, or omissions of you or any of its agents, servants, employees, contractors, partners, proprietors, affiliates, or representatives; ***(6)*** latent or other defects in the Financial Center, whether or not discoverable by FFC or you; ***(7)*** the inaccuracy, lack of authenticity, or nondisclosure of any information by any customer of the Financial Center; ***(8)*** any services or products provided by you at or from the Financial Center premises or otherwise related to the operation of the Franchised Business; ***(9)*** any services or products provided by any affiliated or nonaffiliated participating entity; ***(10)*** any action by any customer of the Financial Center; and (***11)*** any damage to the property of you or FFC, their agents or employees, or any third person, firm, or corporation, whether or not such losses, claims, costs, expenses, damages, or liabilities were actually or allegedly caused wholly or in part through the active or passive negligence of FFC or any of its agents or employees, or resulted from any strict liability imposed on FFC or any of its agents or employees.

"**Losses and Expenses**" means, for purposes of this Agreement, without limitation, all losses and expenses including compensatory, exemplary, incidental, consequential or punitive damages, fines, charges, expenses, lost profits, legal fees, expert fees, court costs, settlement amounts, judgments, compensation for FFC's reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material, and media/time/space and costs of changing, substituting, or replacing the same, and any and all expenses of recall, refunds, compensation, public notices, and other such amounts incurred in connection with the matters described.

21. NOTICES

All notices, requests, and reports required or permitted under this Agreement must be in writing and must be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid or by facsimile (provided that the sender confirms the facsimile by sending an original confirmation copy by certified mail or expedited delivery service within 5 calendar days after transmission) to the respective parties at the addresses reflected in the Summary Pages, unless and until a different address has been designated by written notice to the other party. Any notice will be deemed to have been given at the time of personal delivery or receipt; provided, however, that if delivery is rejected, delivery will be deemed to have been given at the time of such rejection.

22. SEVERABILITY AND CONSTRUCTION

A. Entire Agreement

This Agreement and its Attachments constitute the final and fully integrated agreement between the parties concerning the subject matter hereof, and supersede all prior agreements. Nothing in this Agreement, however, shall serve to disclaim or waive your reliance on any representation made by FFC in its Franchise Disclosure Document.

B. Modification

This Agreement may be modified only by a written document, signed by both parties.

C. Written Consent

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

D. No Waiver

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

E. Severability

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

F. Captions and Headings; References to Gender; Counterparts

All captions in this Agreement are intended solely for the convenience of the parties, and none of the captions shall be deemed to affect the meaning or construction of any provision hereof. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter, or plural. This Agreement may be executed in one or more originals, each of which shall be deemed an original.

G. Persons Bound

All acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all of the parties executing this Agreement as franchisee hereunder. As used in this Agreement, the term "you" shall include all persons who succeed to the interest of the original franchisee by transfer or operation of law.

23. DISPUTE RESOLUTION

A. Internal Dispute Resolution Policy

Any dispute relating to or arising out of this Agreement will first be attempted to be resolved by negotiation. A procedure for internal dispute resolution as set forth in the Manual will be provided by FFC and this procedure may be revised periodically at FFC's discretion. When a problem arises you must notify FFC of the nature of your concern. Within ninety (90) days of your notification, a face-to-face meeting at FFC's corporate offices is required to discuss the problem and possible solutions.

B. Litigation

Disputes that cannot be resolved through FFC's Internal Dispute Resolution Policy may be litigated only in the Court of Common Pleas, Bucks County, Pennsylvania or in the United States District Court for the Eastern District of Pennsylvania in Philadelphia. For the purposes of this agreement, you submit to exclusive jurisdiction in either of these courts. If you institute a claim in any other court and FFC succeeds in a motion to dismiss or transfer jurisdiction and/or venue you shall reimburse FFC its reasonable costs

and attorneys' fees in defending the action and/or moving for the dismissal or transfer of the action. Any counterclaim or crossclaim may not be asserted as part of a class, nor joined or consolidated with the claim of any other franchisee(s). This Section 23.B. applies to claims by and against all parties and their respective Principals, employees, agents, and representatives.

C. Governing Law

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq*) or other federal law, all claims arising out of or related to this Agreement and the relationship hereby shall be governed by and construed under the substantive laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles. However, if any provision of this Agreement is deemed unenforceable under Pennsylvania law, and if the Financial Center is located outside of Pennsylvania and such provision would be enforceable under the laws of the state where the Financial Center is located, then such provisions shall be construed under the laws of the state where the Financial Center is located.

D. Injunctive Relief

Nothing in this Article 23 shall prevent either party from applying to any court of competent jurisdiction for injunctive relief: ***(1)*** to enforce any provision of this Agreement related to the Marks or Copyrighted Works; ***(2)*** to enforce the covenants contained in Article 14 of this Agreement; or ***(3)*** to obtain other equitable relief. You and FFC consent to personal jurisdiction and venue of any court of general jurisdiction in Bucks County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania. Any claim or legal proceeding which is resolved in FFC's favor shall entitle FFC to the award of costs and reasonable attorney's fees.

E. Remedy

No right or remedy conferred upon or reserved by FFC or you by this Agreement is intended, or shall be deemed to be exclusive of, any other right or remedy provided or permitted herein, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

F. Waiver of Jury Trial

EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FFC, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THIS AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE.

G. Contractual Limitations Period

Any and all claims and actions arising out of or relating to this Agreement, the parties' relationship, or the operation of the Financial Center (including any defenses and any claims of set-off or recoupment), must be brought or asserted before the expiration of the earlier of: ***(1)*** the time period for bringing an action under any applicable state or federal statute of limitations; ***(2)*** one year after the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; or ***(3)*** two years after the first act or omission giving rise to an alleged claim, whichever occurs first; or it is expressly acknowledged and agreed by all parties that such claims or actions shall be irrevocably barred.

H. Waiver of Punitive Damages

In any arbitration, litigation, or otherwise, you and FFC each waive any right to recover and any right to make claims for punitive, exemplary, pain and suffering, mental distress, incidental, consequential, special loss income, and/or profits, and/or similar damages under any theory whatsoever. You and FFC agree that such claims are inherently speculative and subject to abuse, often serving as obstacles to the

reasonable resolution or settlement of a dispute, and frequently operate to primarily benefit the attorneys involved in the claim.

I. Compensatory Damages

Notwithstanding the waiver of Punitive Damages in Section 23.H., in the event of early termination of this Agreement caused by your default hereunder (regardless of which party is deemed to have terminated this Agreement) FFC may recover the then current value of any initial franchise fees, royalty fees, marketing contributions, and/or other payments you are, or would be, obligated to make, or would normally make to FFC or any affiliated company, whether under this Agreement or otherwise, it being FFC's mutual intention that FFC receive the full benefit of its bargain with you as well as any past due payments due to FFC and/or any affiliate.

J. Liquidated Damages

If you fail to open the Financial Center per the terms of this Agreement, then you shall pay FFC as liquidated damages, not as a penalty, $49,500, which equals the minimum royalty amount of $275 per month for the initial term of the Agreement.

24. ACKNOWLEDGMENTS

A. Receipt of Franchise Disclosure Document

You hereby acknowledge that you received from FFC the Family Financial Centers, LLC Franchise Disclosure Document at least 14 calendar days prior to the execution of this Agreement. _____ **[Please initial to acknowledge that you have read and understand this Paragraph]**

B. Receipt of Agreement

You hereby acknowledge that you received from FFC this Agreement with all blanks filled in at least seven days prior to the execution of this Agreement. _____ **[Please initial to acknowledge that you have read and understand this Paragraph]**

C. Acknowledgment.

You represent that you have read this Agreement in its entirety and that you have been given the opportunity to clarify any provisions that you did not understand and to consult with an attorney or other professional advisor. You further represent that you understand the terms, conditions, and obligations of this Agreement and agree to be bound thereby. You acknowledge that you have been given a copy of and had an opportunity to review FFC's internal dispute resolution policy as set forth in the Manual. _____ **[Please initial to acknowledge that you have read and understand this Paragraph]**

D. Independent Investigation

You acknowledge and represent that you have conducted an independent investigation of all aspects relating to the Financial Center and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon your skills and ability as an independent business person. This offering is not a security as that term is defined under applicable federal and state securities laws. _____ **[Please initial to acknowledge that you have read and understand this Paragraph]**

E. No Representations; No Reliance

You acknowledge and represent that FFC has made no representations, warranties, or guarantees, express or implied, as to the potential revenues, profits, or services of the business venture contemplated under this Agreement, and that you have not relied on any such representations in making your decision to purchase a FAMILY FINANCIAL CENTERS® Financial Center. You further acknowledge and represent that neither FFC nor its representatives have made any statements inconsistent with the terms of this Agreement or its Franchise Disclosure Document._____ **[Please initial to acknowledge that you have read and understand this Paragraph]**

[the next page is the signature page]

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

FAMILY FINANCIAL CENTERS, LLC,
a Delaware limited liability company

By: _____

Title: _____

Print Name: _____

FRANCHISEE:

_____

By: _____

Title: _____

Print Name: _____

ATTACHMENT A

GLOSSARY OF ADDITIONAL TERMS

Capitalized terms will have the following meanings, unless otherwise defined in this Agreement.

"**Advertising Cooperative**" means a group of FAMILY FINANCIAL CENTERS® Financial Centers formed to facilitate marketing and advertising placement in a particular geographic area.

"**Affiliate**" means any entity that is wholly or partly owned by another entity, that shares common ownership with another entity, or that has an ownership interest in another entity.

"**Business Entity**" means a corporation, limited liability company, limited partnership, or other entity created pursuant to statutory authority.

"**Confidential Information**" means all trade secrets, the Standards, and other elements of the System; all Customer Information; all information contained in the Manuals; and any other information that FFC designates as "Confidential Information."

"Copyrighted Works" means works of authorship which are owned by FFC and fixed in a tangible medium of expression including, without limitation, the content of the Manual, the design elements of the Marks, and the content and design of FFC's Web site and advertising and promotional materials.

"**Franchise Site Application**" means the form of application prescribed by FFC, from time to time, and used to evaluate proposed sites for the Financial Center premises.

"**Gross Revenues**" means are those revenues as determined by an accrual accounting basis, derived from the operation of the Financial Center and shall include the sale of unauthorized products, without constituting an approval or waiver of such sale, whether for cash or credit and irrespective of the collection thereof, such as fees for loans and money transfers, but excluding any taxes added to the sale price and collected from the customer.

"**Operating Principal**" means the individual responsible for the day-to-day management and supervision of the Financial Center. If you are an individual, you will be the Operating Principal. If you are Business Entity, the Operating Principal will be a person holding at least a 50% equity interest in Business Entity, whom you have appointed your Operating Principal and whom FFC has approved as meeting its then current Standards for Operating Principals. Your Operating Principal is identified in the Summary Pages.

"**Person**" means an individual (and the heirs, executors, administrators, or other legal representatives of an individual); a partnership, a corporation, a limited liability company, a government, or any department or agency thereof, a trust, and any other incorporated or unincorporated association or organization.

"**Principals**" means: ***(1)*** if you are an individual, you and your spouse; ***(2)*** if you are a corporation, any holder of your voting securities and your officers and directors; ***(3)*** if you are a limited liability company, your members and managers; and ***(4)*** if you are a limited partnership, your general partner and the Principals of your general partner. If any Principal is a Business Entity, then the term "Principal" also includes the Principals of the Business Entity.

"**Protected Area**" means the geographic or other area identified in the Summary Pages.

"**Site Selection Area**" means the geographical area identified in the Summary Pages to this Agreement.

"**Standards**" means the standards, specifications, policies, procedures, and techniques that FFC has developed relating to the location, establishment, operation, and promotion of FAMILY FINANCIAL CENTERS® Financial Centers, all of which may be changed by FFC in its sole discretion. The Standards include, among other things, required and recommended business practices; standards and specifications for Business premises design and appearance; customer service standards; sales techniques and procedures; and other management, operational, and accounting procedures.

ATTACHMENT B

STATEMENT OF OWNERSHIP INTERESTS

STATEMENT OF OWNERSHIP INTERESTS AND FRANCHISEE'S PRINCIPALS

A. The following is a list of all shareholders, partners, members or other investors owning a direct or indirect interest in the Franchisee, and a description of the nature of their interest:

NAME	OWNERSHIP INTEREST IN FRANCHISEE	NATURE OF INTEREST

B. The following is a list of all of Franchisee's Principals, each of whom shall (unless executing the Undertaking and Guaranty) shall execute the Confidentiality Agreement and Ancillary Covenants Not to Compete substantially in the form set forth in Attachment D to the Franchise Agreement:

_____

_____

_____

_____

ATTACHMENT C

UNDERTAKING AND GUARANTY

Each of the undersigned acknowledges and agrees as follows:

1. Each has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Undertaking and Guaranty and the undertakings of the Principals in the Franchise Agreement are in partial consideration for, and a condition to, the granting of the rights under the Franchise Agreement, and that FFC would not have granted such rights without the execution of this Undertaking and Guaranty and the other undertakings by each of the undersigned;

2. Each is included in the term "Principal";

3. Each individually, jointly, and severally, makes all of the covenants, representations, warranties and agreements of the Principals set forth in the Franchise Agreement and is obligated to perform thereunder (including, without limitation, those regarding compliance with the Franchise Agreement in Attachment D.; the use of confidential information in Section 14.A, the covenants in Article 14.; transfer provisions in Article 17.; the litigation, choice of law and venue provisions in Article 23; and indemnification obligations in Section 20.B.);

4. Each individually, jointly and severally, unconditionally, and irrevocably guarantees to FFC and its successors and assigns that all obligations of the franchisee under the Franchise Agreement will be punctually paid and performed. Upon default by the franchisee or upon notice from FFC, each Principal will immediately make each payment and perform each obligation required of the franchisee under the Franchise Agreement. Without affecting the obligations of any Principal under this Undertaking and Guaranty, FFC may, without notice to any Principal, waive, renew, extend, modify, amend, or release any indebtedness or obligation of the franchisee or settle, adjust, or compromise any claims that FFC may have against the franchisee. Each Principal waives all demands and notices of every kind with respect to the enforcement of this Undertaking and Guaranty, including notices of presentment, demand for payment or performance by the franchisee, any default by the franchisee or any guarantor, and any release of any guarantor or other security for this Undertaking and Guaranty or the obligations of the franchisee. FFC may pursue its rights against any Principal without first exhausting its remedies against the franchisee and without joining any other guarantor and no delay on the part of FFC in the exercise of any right or remedy will operate as a waiver of the right or remedy, and no single or partial exercise by FFC of any right or remedy will preclude the further exercise of that or any other right or remedy. Upon receipt by FFC of notice of the death of any Principal, the estate of the deceased will be bound by the foregoing Undertaking and Guaranty, but only for defaults and obligations under the Franchise Agreement existing at the time of death, and in that event, the obligations of the Principals who survive such death will continue in full force and effect;

5. Each also agrees to be bound individually to all of the provisions of the Franchise Agreement including, without limitation, the litigation and dispute resolution provisions set forth in Article 23 and each irrevocably submits to the jurisdiction of the state court situated in Bucks County, Pennsylvania, or the U.S. District Court for the Eastern District of Pennsylvania.

6. **EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING FFC, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE**.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound, has caused this Undertaking and Guaranty to be executed on the date set forth below.

THE PRINCIPALS

_____	_____
Witness	
_____	_____
Witness	

ATTACHMENT D

CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

(for trained employees, shareholders, officers, directors, Members, and general partners of Franchisee)

In consideration of my being a _____ of Franchisee, as defined below, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. _____ doing business as _____ ("**Franchisee**"), has acquired the right and franchise from Family Financial Centers, LLC ("**FFC**") to establish and operate a Franchised Business ("**Franchised Business**") and the right to use in the operation of the Franchised Business, FFC trade names, trademarks, service marks, including the service mark FAMILY FINANCIAL CENTERS® ("**Marks**"), and the system developed by FFC and/or its affiliates for operation and management of Franchised Businesses ("**System**"), as they may be changed, improved, and further developed from time to time in FFC's sole discretion.

2. FFC possesses certain proprietary and confidential information relating to the operation of the System, which includes the Operations Manual, trade secrets, and copyrighted materials, methods, and other techniques and know-how ("**Confidential Information**").

3. Any and all manuals, trade secrets, copyrighted materials, methods, information, knowledge, know-how, and techniques which FFC specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Agreement.

4. As _____ of the Franchisee, FFC and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, FFC operations manual ("**Manual**") and other general assistance during the term of this 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 hereof, 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 FFC, 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 FFC as confidential. Unless FFC otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of 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 FFC, I shall not, while in my position with the Franchisee and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, and continuing for one year thereafter, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person, partnership, corporation, or other limited liability company own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any business in which financial services comprise more than 5% of total sales in the Protected Area or within a radius of 10 miles of any FAMILY FINANCIAL CENTERS® Financial Center. This restriction does not apply to my ownership of less than five percent beneficial interest in the outstanding securities of any publicly-held corporation.

8. 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 FFC 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.

9. I understand and acknowledge that FFC 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.

10. FFC 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 FFC and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or FFC may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and FFC 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 FFC, any claim I have against the Franchisee or FFC is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

12. With respect to all claims, controversies, and disputes, I irrevocably consent to personal jurisdiction and submit myself to the jurisdiction of the state courts located in Bucks County, Pennsylvania, and the United States District Court for the Eastern District of Pennsylvania. I acknowledge that this Agreement has been entered into in the Commonwealth of Pennsylvania, and that I am to receive valuable information emanating from FFC headquarters in Bucks County, Pennsylvania. In recognition of the information and its origin, I hereby irrevocably consent to the personal jurisdiction of the state and federal courts of Pennsylvania as set forth above. Notwithstanding the foregoing, I acknowledge and agree that FFC may bring and maintain an action against me in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS AGREEMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signature:_____
Name: _____
Address: _____
Title:_____

ACKNOWLEDGED BY FRANCHISEE

By:_____
Name: _____
Title: _____

ATTACHMENT E

ELECTRONIC DEBIT AUTHORIZATION

Authorization Agreement for Direct Payments (ACH Debits)

I (we) hereby authorize Family Financial Centers, LLC, hereinafter called FFC, to initiate debit entries to my (our) ☐ Checking Account/ ☐ Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name:_____ Branch:_____

City:_____ State:_____ Zip:_____

Routing Number:_____ Account Number:_____

This authorization is remain in full force and effect until FFC has received written notification from me (or either of us) or its termination in such time and in such manner as to afford FFC and DEPOSITOR a reasonable opportunity to act on it.

Name(s):_____ ID Number:_____

(Please Print)

Date:_____ Signature:_____

NOTE: DEBIT AUTHORIZATIONS <u>MUST</u> PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION

ATTACHMENT F

TELEPHONE NUMBER ASSIGNMENT AGREEMENT

THIS TELEPHONE NUMBER ASSIGNMENT AGREEMENT is made as of this ____ day of _____, 20____, by and between _____, ("**Assignor**") and Family Financial Centers, LLC ("**Assignee**")

WITNESSETH:

WHEREAS, the Assignee has developed and owns the proprietary system ("**System**") for the operation of a financial services center under the trademark and logo FAMILY FINANCIAL CENTERS® ("**Franchised Business**");

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

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

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

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

1. Assignment. In the event of termination of the Franchise Agreement, and in order to secure continuity and stability of the operation of the System, the Assignor hereby sells, assigns, transfers, and conveys to the Assignee all of its rights, title, and interest in and to certain telephone numbers, telephone listings, and telephone directory advertisements pursuant to which Assignor shall operate its Franchised Business in accordance with the terms of the Franchise Agreement; provided, however, such Assignment shall not be effective unless and until the Franchise Agreement is terminated in accordance with the provisions thereof.

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

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

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

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

(d) The execution, delivery, and performance of this Assignment does not conflict with, violate, breach, or constitute a default under any contract, agreement, or instrument to which the Assignor is a party or by which the Assignor is bound, and no consent of nor approval by any third party is required in connection herewith; and

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

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

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

ASSIGNEE:

Family Financial Centers, LLC

By: _____

Name: _____

Title: _____

ASSIGNOR:

_____

By: _____

Name: _____

Title: _____

ATTACHMENT G TO THE FRANCHISE AGREEMENT

MULTI-STATE ADDENDA

FAMILY FINANCIAL CENTERS, LLC
CALIFORNIA AMENDMENT TO FRANCHISE AGREEMENT

For purposes of complying with the requirements of California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq*. ("**CFIL**"), and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq*. ("**California Franchise Law**"), Family Financial Center, LLC ("**FFC**") and _____ ("**You**"), hereby amend the Franchise Agreement between them dated _____ ("**Agreement**") as follows:

1. Section 6.A. of the Agreement is modified to provide that the payment of the Initial Franchise Fee shall be deferred until you open the Financial Center for business, after which the Initial Franchise Fee shall be due upon demand. Payment of the Initial Franchisee Fee and is fully earned and is nonrefundable.

2. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 20__.

FRANCHISOR:

Family Financial Centers, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

FAMILY FINANCIAL CENTERS, LLC
NEW YORK AMENDMENT TO FRANCHISE AGREEMENT

For purposes of complying with the requirements of New York Law, including the New York General Business Law, Article 33, §§ 680 – 695 (1989) ("**New York Law**"), Family Financial Center, LLC ("**FFC**") and _____ ("**You**"), hereby amend the Franchise Agreement between them dated _____ ("**Agreement**") as follows:

1. To the extent that the Agreement requires you to sign a release or to acknowledge facts that would negate or remove from judicial renew any statement, misrepresentation or action that would violate the New York Law or a rule or order promulgated there under, such release or acknowledgment of fact shall be void with respect to claims arising under the New York. It is the intent of this provision that non-waiver provisions of the Sections 687.4 and 687.5 of the New York Law be satisfied.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of New York Law applicable to the provisions are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Amendment that declares void or unenforceable any provision contained in the Agreement, Franchisor reserves the right to challenge the enforceability of the state law.

4. All other provisions of the Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties acknowledge that they have read and understand the contents of this Amendment, that they have had the opportunity to obtain the advice of counsel. Intending to be legally bound, the parties have duly executed and delivered this Amendment on _____, 20__.

FRANCHISOR:
Family Financial Centers, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

ATTACHMENT H

LEASE RIDER

This Lease Rider is made and entered into this ____ day of _____, 20__ by and between Family Financial Centers, LLC, a Delaware limited liability company ("**FFC**"), _____("**Franchisee**"), and _____("**Landlord**").

WHEREAS, FFC and Franchisee are parties to a certain Franchise Agreement dated _____, 20__ ("**Franchise Agreement**");

WHEREAS, Franchisee and Landlord desire to enter into a Lease ("**Lease**") pursuant to which Franchisee will occupy premises at _____ ("**Premises**") for the operation of the FAMILY FINANCIAL CENTERS® business ("**Business**") licensed under the Franchise Agreement; and

WHEREAS, as a condition to entering into the Lease, Franchisee is required under the Franchise Agreement to execute this Lease Rider along with the Landlord and FFC;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth herein and in the Franchise Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

(1) During the term of the Franchise Agreement, the Premises will be used only for the operation of the Business.

(2) Landlord consents to Franchisee's use of such Marks ("**Marks**") and signs, interior and exterior décor, furnishings, fixtures, items, color schemes, plans, specifications, and related components of the FFC System (as defined in the Franchise Agreement and as FFC may prescribe for the Business).

(3) Landlord agrees to furnish FFC with copies of any and all letters and notices sent to Franchisee pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Franchisee.

(4) FFC will have the right to enter onto the Business premises at any time, to make any modification or alteration necessary to protect the System and Marks or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort, and the Landlord will not be responsible for any expense or damages arising from FFC's action in connection therewith.

(5) In the event of Franchisee's default under the terms of the Lease, Landlord shall promptly deliver notice of such default to FFC and shall offer FFC the opportunity to cure the default and to assume the Lease in FFC's name. If FFC elects to cure the default and assume the Lease, FFC, within 10 days of its receipt of notice from Landlord, shall notify Landlord of its intent to cure such default and to assume the Lease. If FFC elects to cure the default, it shall cure the default within 30 days of such election or, if the default cannot be reasonably cured within such 30 day period, then FFC will commence and proceed to cure the default within such time as is reasonably necessary to cure the default. If FFC elects to assume the Lease, Landlord agrees to recognize FFC as the tenant under the Lease and Franchisee will no longer have any rights thereunder.

(6) Franchisee will be permitted to assign the Lease to FFC or its affiliates upon the expiration or earlier termination of the Franchise Agreement and the Landlord hereby consents to such assignment and agrees not to impose or assess any assignment fee or similar charge or accelerate rent under the Lease in connection with such assignment, or require FFC to pay any past due rent or other financial obligation of Franchisee to Landlord, it being understood that Landlord will look solely to the Franchisee for any rents or other financial obligations owed to Landlord prior to such assignment. Landlord and Franchisee acknowledge that FFC is not a party to the Lease and will have no liability under the Lease, unless and until the Lease is assigned to, or assumed by, FFC

(7) Except for Franchisee's obligations to Landlord for rents and other financial obligations accrued prior to the assignment of the Lease, in the event of such assignment, FFC or any affiliate designated by FFC will agree to assume from the date of assignment all obligations of Franchisee remaining under the Lease, and in such event FFC or any affiliate will assume Franchisee's occupancy rights, and the right to sublease the Premises, for the remainder of the term of the Lease. In the event of such assignment, neither FFC nor any affiliate will be required to pay to Landlord any security deposit.

(8) Notwithstanding anything contained in this Lease, FFC is expressly authorized, without the consent of the Landlord, to assign the Lease, or to sublet all or a portion of Premises, to an authorized franchisee. If FFC elects to assign the Lease, the subtenant/franchisee shall expressly assume all of FFC's obligations under the Lease, and FFC shall be released of all obligations to Landlord under the Lease as of the date of assignment. If FFC elects to sublet the premises, such subletting shall be subject to the terms of this Lease, the subtenant/franchisee shall expressly assume all of FFC's obligations under the Lease, and FFC shall remain liable for the performance of the terms of this Lease. FFC shall notify Landlord as to the name of the subtenant/franchisee within 10 days after such assignment or subletting, as applicable.

(9) Franchisee will not assign the Lease or renew or extend the term thereof without the prior written consent of FFC.

(10) Neither Landlord nor Franchisee shall amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without the prior written consent of FFC.

The terms of this Lease Rider will supersede any conflicting terms of the Lease

IN WITNESS WHEREOF, the parties have executed this Lease Rider as of the date first above written.

FRANCHISOR:

Family Financial Centers, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

LANDLORD:

By: _____
Name: _____
Title: _____

ATTACHMENT I

SMALL BUSINESS ADMINISTRATION ADDENDUM

ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between _____ ("Franchisor"), located at _____ _____, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20__, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for a loan ("Loan") from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining the SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor may not record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees.

This Addendum automatically terminates on the earlier to occur of the following: (i) the Loan is paid in full; or (ii) SBA no longer has any interest in the Loan.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

FRANCHISOR:	**FRANCHISEE:**
By: _____	By: _____
Print Name: _____	Print Name: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.

EXHIBIT E

FINANCIAL STATEMENTS

FAMILY FINANCIAL CENTERS, LLC
FINANCIAL STATEMENTS
For the Year Ended December 31, 2018

FAMILY FINANCIAL CENTERS, LLC
FINANCIAL STATEMENTS
For the Year Ended December 31, 2018

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To The Members
Family Financial Center, LLC
Doylestown, Pennsylvania

INDEPENDENT AUDITOR'S REPORT

Report on Financial Statements

We have audited the accompanying financial statements of Family Financial Centers, LLC which comprise the balance sheet as of December 31, 2018 and the related statements of operations and changes in members' (deficit) and cash flows, for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

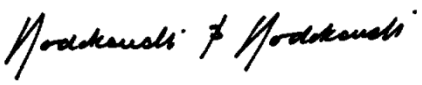
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted In the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks of material misstatement of the financial statements whether due to fraud or error. In making those risk assessments the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement, 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness or significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly in all material respects the financial position of Family Financial Centers, LLC as of December 31, 2018, and the results of its operations and its cash flows for the year ended December 31, 2018, in accordance with accounting principles generally accepted in the United States of America.



Hodakowski & Hodakowski
Certified Public Accountant
February 8, 2019

FAMILY FINANCIAL CENTERS, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2018

ASSETS

Cash and Cash Equivalents	$	167,005
Accounts and Notes Receivables		13,025
Prepaid Expenses		12,978
TOTAL CURRENT ASSETS		193,008
Property and Equipment, Net		-
TOTAL ASSETS	$	193,008

LIABILITIES & MEMBERS' (DEFICIT)

Accounts Payable and Accrued Expenses	$	140,584
Credit Cards Payable		40,709
Deferred Franchise Fees		341,500
Related Party Debt - Current		72,800
Lines of Credit		2,105
TOTAL CURRENT LIABILITIES		597,698
Related Party Long-Term Debt, Less Current Portion		593,045
TOTAL LIABILITIES		1,190,743
Members' (Deficit)		(997,735)
TOTAL LIABILITIES and MEMBERS' (DEFICIT)	$	193,008

See Independent Auditor's Report and Notes to Financial Statements

FAMILY FINANCIAL CENTERS, LLC
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2018

Revenues:	
Franchise Fees	$ 96,750
Franchise Royalties	1,010,023
Project Management Fees	28,081
Commissions, Marketing Fees, Other	242,115
Total Revenues	1,376,969
Expenses:	
Project Management & Franchise Related	183,574
Franchisor Administrative and Management	985,332
Interest	38,738
Total Expenses	1,207,644
Net Income	$ 169,325

See Independent Auditor's Report and Notes to Financial Statements

FAMILY FINANCIAL CENTERS, LLC
STATEMENT OF CHANGES IN MEMBERS' (DEFICIT)
FOR THE YEAR ENDED DECEMBER 31, 2018

Members' (Deficit) at Beginning of Year	$ (1,076,602)
Net income	169,325
Distributions	(90,458)
Members' (Deficit) at End of Year	$ (997,735)

See Independent Auditor's Report and Notes to Financial Statements

FAMILY FINANCIAL CENTERS, LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net Income	$ 169,325
Adjustments to reconcile net income to net cash provided by (used in) operating activities:	
Changes in Assets and Liabilities:	
Accounts and Notes Receivable	1,487
Prepaid Expenses	(10,950)
Accounts Payable and Accrued Expenses	64,087
Credit Cards Payable	14,447
Deferred Franchise Fees	(73,500)
Other, net	15,061
Net Cash Provided by Operating Activities	179,957
CASH FLOWS FROM FINANCING ACTIVITIES	
Distributions to Members'	(90,458)
Repayments of Lines of Credit	(5,126)
Repayments Under Notes Payable - Related Party	(69,355)
Net Cash Used In Financing Activities	(164,939)
Net Increase in Cash and Cash Equivalents	15,018
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF YEAR	151,987
CASH AND CASH EQUIVALENTS AT THE END OF YEAR	$ 167,005

Supplemental Disclosure of Cash Flow Information

Interest Paid	$ 38,738

See Independent Auditor's Report and Notes to Financial Statements

Family Financial Centers, LLC
Notes to the Financial Statements
Year Ended December 31, 2018

NOTE 1 – ORGANIZATION AND BUSINESS

Family Financial Centers, LLC ("the Company") is a Delaware Limited Liability Company formed on June 30, 2004. The Company franchises a financial services business identified by the trade name and service mark. The principal business of the Company is the operation, development and franchising of cash checking businesses. Services offered by an operating franchise include offering check cashing, money orders, short-term consumer loans, wire transfers, electronic bill payments, fax and copier services, tax preparation services, and other financial products offered through third party vendors under the name "FAMILY FINANCIAL CENTERS".

As of December 31, 2018, the Company has 45 franchisees located in the United States of America. The Company is managed by our managing member, Family Financial Centers, Inc. ("FFCI"), which may be considered our parent. FFCI is a Pennsylvania corporation formed on August 19, 2004.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents

The Company considers short-term investments with original maturities of three months or less as cash equivalents. The Company does not have any cash equivalent holdings at December 31, 2018.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make assumptions and estimates. These affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Estimates and judgments are inherent in the calculations of royalty and other franchise-related revenue collections, legal obligations, income taxes, insurance liabilities, various other commitments and contingencies and fixed assets and the estimation of the useful lives of fixed assets. While management applies its judgment based on assumptions believed to be reasonable under the circumstances, actual results could vary from these assumptions. It is possible that materially different amounts would be reported using different assumptions.

In the normal course of business, the Company must make continuing estimates of potential future legal obligations and liabilities, which requires the use of management's judgment on the outcome of various issues. Management may also use outside legal advice to assist in the estimating process. However, the ultimate outcome of various legal issues could be different than management estimates, and adjustments to income could be required.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Fair Value of Financial Instruments

The carrying amounts of financial instruments including cash and cash equivalents, accounts receivable, accounts payable and accrued expenses and deferred revenues approximate fair value due to the relatively short-term maturity of these instruments. The carrying value of debt approximates fair value based on prevailing borrowing rates currently available for loans with similar terms and maturities.

Income Taxes

The Company, as a limited liability company, is not subject to federal, state or local income taxes and, accordingly, makes no provision for income taxes in its financial statements. The Company's income or loss is reportable for income tax purposes by its members.

The Company follows the provisions pertaining to uncertain tax positions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740, "Income Taxes" and has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements as of December 31, 2018 and for the year then ended.

Concentration of Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash. The Company places its cash with high credit quality institutions. At times this may be in excess of the FDIC insurance limit. To date, the Company has not experienced any losses in such accounts and believes no significant concentration of credit risk exists with respect to cash.

The Company does not require collateral or other security to support customer receivables. However, the Company continually monitors and evaluates its client acceptance and collection procedures to minimize potential credit risks associated with its accounts receivable.

Property and Equipment, Net

Depreciation and amortization are recognized using the straight-line method in amounts adequate to amortize costs over the estimated useful lives of the property and equipment capitalized. Major improvements are capitalized, while maintenance and repairs are expensed when incurred. Long-lived assets are grouped into operating markets and tested for impairment whenever an event occurs that indicates an impairment may exist. The Company tests for impairment using the cash flows of the operating markets.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

Property and equipment, net, consist of the following:

	As of December 31, 2018
Office Furniture and Equipment	$37,122
Franchise Equipment and Displays	21,620
Computer Hardware and Software	8,961
Total Property and Equipment	67,703
Accumulated Depreciation and Amortization	67,703
Property and Equipment, net	-0-

The Company's property and equipment were fully depreciated and amortized as of January 1, 2018.

Leases

For operating leases, minimum lease payments, including minimum scheduled rent increases, are recognized as rent expense on a straight line basis over the lease term as that term is defined in SFAS No. 13, as amended, including any option periods considered in the lease term and any periods during which the Company has use of the property but is not charged rent by a landlord ("rent holiday").

Accounts Receivable, Net

Accounts receivable arise primarily from agreements by the Company, under certain circumstances, to a structured repayment plan for past due franchisee obligations. The need for a reserve for uncollectible amounts is reviewed on a specific franchisee basis using information available to the Company, including past due balances and the financial strength of the franchisee. The reserve for uncollectible accounts receivable was $0 at December 31, 2018.

Revenue Recognition

The Company grants franchises to independent operators who in turn pay a franchise fee and royalties. The franchise fee is nonrefundable (2018 franchise fee is $40,500) with discounts to the initial fee based upon multiple franchise ownership by the same franchisee. The franchise fee is recognized as revenue at such time the franchisee commences its business operations. The

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

franchisee is also assessed a royalty fee based upon a percent of monthly sales. Royalty fees are recognized as revenue on the accrual basis and collection is reasonably assured.

The Company provides the franchisees with assistance in such areas as real estate site selection, construction consulting, purchasing and marketing. Revenues are recognized on the accrual basis and collection is reasonably assured.

The following are changes in the Company's franchised locations for the year ended December 31, 2018:

Franchises in operation – beginning of year	42
Franchises opened	4
Franchises closed	(1)
Franchises in operation – end of year	45

New Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board issued a new standard which requires a lessee to recognize on its balance sheet the assets and liabilities associated with the rights and obligations created by leases with terms that exceed twelve months. Leases will continue to be classified as either financing or operating, with classification affecting the recognition, measurement and presentation of costs and cash flows arising from a lease. The new guidance is effective for interim and annual reporting periods beginning after December 15, 2018 and requires a modified retrospective approach to adoption for lessees related to capital and operating leases existing at, or entered into after, the earliest comparative period presented in the financial statements, with certain practical expedients available. Early adoption is permitted. Management is currently evaluating the effect that this new standard will have on our financial statements.

There is no additional new accounting guidance adopted, but not yet effective that is relevant to the readers of our financial statements. However, there are numerous new proposals under development which, if and when enacted, may have a significant impact on our financial reporting.

NOTE 3 – LINES OF CREDIT

The Company's lines of credit outstanding as of December 31, 2018 are as follows:

US Bank, available credit line of $35,000 at variable interest rate	$2,105
America Express, available credit line of $23,000 at a variable interest rate	-
Total lines of credit outstanding at December 31, 2018	$ 2,105

Total interest expense under the Company's lines of credit aggregated approximately $1,000 for the year ended December 31, 2018.

NOTE 4 – LONG-TERM DEBT - RELATED PARTY

Conversion of Related Party Debt

On January 3, 2008, an ownership interest of 35% of the Company was acquired by an individual who was the holder of a $150,000 note payable and outstanding credit line of $250,000. On December 11, 2014, the note payable of $150,000 and outstanding credit line of $250,000 were combined to a $400,000 Promissory Note.

Repayment terms of the Promissory Note is for 7 years with a balloon payment of approximately $164,000 due on December 11, 2021. The Promissory Note is based on an amortization schedule of 10 years at a 10% interest rate compounded monthly. The regular monthly principal and interest under this Promissory Note is $5,286. The balance on the Promissory Note at December 31, 2018 is approximately $251,800.

Purchase Agreement and Promissory Note

On May 2, 2017, the Company entered into a purchase agreement and promissory note (the "Agreement") for the purchase of the above 35% ownership interest. The Company acquired the above ownership interest for $483,000. The payment terms under the Agreement shall be $5,000 per month in May, June and July 2017 and thereafter $3,000 per month for 117 months beginning in August 2017. On March 1, 2022, the Company shall make an additional payment of $67,000. On March 1, 2027, the Company shall make an additional payment of $50,000. The promissory note is non-interest bearing.

The balance on the promissory note at December 31, 2018 is $414,000.

NOTE 4 – LONG-TERM DEBT - RELATED PARTY (cont'd)

Future maturities for the two related party promissory notes for each of the next five years and thereafter are as follows:

2019	$ 72,800
2020	76,700
2021	244,800
2022	103,000
2023	36,000
Thereafter	132,500
Total	$665,800

Related party interest expense amounted to approximately $30,000 for the year ended December 31, 2018.

NOTE 5 – CORPORATE OFFICE LEASE

The Company occupies office space for its corporate office located in Doylestown, Pennsylvania. On May 24, 2015, the Company entered into a lease extension which extended the term of the office lease for an additional five years expiring on October 31, 2020. The office lease provides for a fixed annual base rent of $44,099 plus certain escalation costs using the 2010 base year.

Rent expense, amounted to approximately $48,000 for the year ended December 31, 2018.

NOTE 6 – DEFERRED FRANCHISE FEES

Franchise fees that have been received but are unearned as of December 31, 2018 are reported as Deferred Franchise fees on the balance sheet. As of December 31, 2018, the total amount was $341,500 for 9 locations that had yet to open by year-end. Of these 9 transactions; 3 expect to open in 2019. The remaining locations have uncertainty as to their opening date.

NOTE 7 – LITIGATION

In the normal course of business, the Company is exposed to a number of asserted and unasserted potential claims. In the opinion of management, the resolution of these matters will not have a material adverse effect on the Company's financial position or results of operations.

NOTE 8 - SUBSEQUENT EVENTS

The Company has evaluated events and transactions for potential recognition or disclosure through February 8, 2019, the date the financial statements were available to be issued.

FAMILY FINANCIAL CENTERS, LLC

FINANCIAL STATEMENTS

For the Year Ended December 31, 2017

FAMILY FINANCIAL CENTERS, LLC

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HODAKOWSKI & HODAKOWSKI
Certified Public Accountants
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To The Members
Family Financial Center, LLC
Doylestown, Pennsylvania

INDEPENDENT AUDITOR'S REPORT

Report on Financial Statements

We have audited the accompanying financial statements of Family Financial Centers, LLC which comprise the balance sheet as of December 31, 2017 and the related statements of operations and changes in members' (deficit) and cash flows, for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

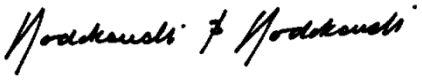
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted In the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks of material misstatement of the financial statements whether due to fraud or error. In making those risk assessments the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement, 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness or significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly in all material respects the financial position of Family Financial Centers, LLC as of December 31, 2017, and the results of its operations and its cash flows for the year ended December 31, 2016, in accordance with accounting principles generally accepted in the United States of America.



Hodakowski & Hodakowski
Certified Public Accountant
January 26, 2018

FAMILY FINANCIAL CENTERS, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2017

ASSETS

Cash and Cash Equivalents	$	151,987
Accounts Receivable		11,538
Prepaid Expenses		2,425
TOTAL CURRENT ASSETS		165,950
Equipment, Net		-
TOTAL ASSETS	$	165,950

LIABILITIES & MEMBERS' (DEFICIT)

Accounts Payable and Accrued Expenses	$	79,822
Credit Cards Payable		44,198
Deferred Franchise Fees		401,000
Related Party Note Payable - Current		33,355
Line of Credit		11,330
TOTAL CURRENT LIABILITIES		569,705
Related Party Note Payable Long-Term, Less Current Portion		735,058
TOTAL LIABILITIES		1,304,763
Members' (Deficit)		(1,138,813)
TOTAL LIABILITIES and MEMBERS' (DEFICIT)	$	165,950

See Independent Auditor's Report and Notes to Financial Statements

FAMILY FINANCIAL CENTERS, LLC
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2017

Revenues	
Franchise Fees	$ 166,000
Project Management Fees	133,284
Commissions, Marketing Fees, Other	231,172
Franchise Royalties	720,900
Total Revenues	1,251,356
Expenses	
Project Management & Franchise Related	139,846
Franchisor Administrative and Management	875,619
Interest	50,503
Total Expenses	1,065,968
Net Income	$ 185,388

See Independent Auditor's Report and Notes to Financial Statements

FAMILY FINANCIAL CENTERS, LLC
STATEMENT OF CHANGES IN MEMBERS' (DEFICIT)
FOR THE YEAR ENDED DECEMBER 31, 2017

Beginning Members' (Deficit)	$ (736,574)
Net Income	185,388
Distirbutions	(79,627)
Acquisition of Treasury Stock	(508,000)
Ending Members' (Deficit)	$ (1,138,813)

See Independent Auditor's Report and Notes to Financial Statements

FAMILY FINANCIAL CENTERS, LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net Income	$ 185,388
Adjustment to reconcile net income to net cash provided by (used in) operating activities:	
Depreciation and Amortization	0
Changes in Assets and Liabilities:	
Accounts and Notes Receivable	(9,814)
Prepaid Expenses	503
Accounts Payable	25,334
Credit Cards Payable	15,513
Deferred Franchise Fees	(14,500)
Net Cash Provided by Operating Activities	202,424
CASH FLOWS FROM INVESTING ACTIVITIES	
Acquistion of Treasury Stock	(508,000)
Net Cash Used in Investing Activities	(508,000)
CASH FLOWS FROM FINANCING ACTIVITIES	
Distributions	(79,627)
Repayment of Lines of Credit	(6,350)
Borrowings Under Note Payable	420,056
Net Cash Used In Financing Activities	334,079
Net (Decrease) in Cash	28,503
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF YEAR	123,484
CASH AND CASH EQUIVALENTS AT THE END OF YEAR	$ 151,987

Supplemental Disclosure of Cash Flow Information

Interest Paid	$ 50,503

See Independent Auditor's Report and Notes to Financial Statements

NOTE 1 – ORGANIZATION AND BUSINESS

Family Financial Centers, LLC ("the Company") is a Delaware Limited Liability Company formed on June 30, 2004. The Company franchises a financial services business identified by the trade name and service mark. The principal business of the Company is the operation, development and franchising of cash checking businesses. Services offered by an operating franchise include offering check cashing, money orders, short-term consumer loans, wire transfers, electronic bill payments, fax and copier services, tax preparation services, and other financial products offered through third party vendors under the name "FAMILY FINANCIAL CENTERS".

As of December 31, 2017, the Company has approximately 51 franchisees located in the United States of America. The Company is managed by our managing member, Family Financial Centers, Inc. ("FFCI"), which may be considered our parent. FFCI is a Pennsylvania corporation formed on August 19, 2004.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents

The Company considers short-term investments with original maturities of three months or less as cash equivalents. The Company does not have any cash equivalent holdings at December 31, 2017.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make assumptions and estimates. These affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Estimates and judgments are inherent in the calculations of royalty and other franchise-related revenue collections, legal obligations, income taxes, insurance liabilities, various other commitments and contingencies and fixed assets and the estimation of the useful lives of fixed assets. While management applies its judgment based on assumptions believed to be reasonable under the circumstances, actual results could vary from these assumptions. It is possible that materially different amounts would be reported using different assumptions.

In the normal course of business, the Company must make continuing estimates of potential future legal obligations and liabilities, which requires the use of management's judgment on the outcome of various issues. Management may also use outside legal advice to assist in the estimating process. However, the ultimate outcome of various legal issues could be different than management estimates, and adjustments to income could be required.

Fair Value of Financial Instruments

The carrying amounts of financial instruments including cash, accounts receivable, accounts payable and accrued expenses, deferred revenue and customer deposits approximate fair value due to the relatively short-term maturity of these instruments. The carrying value of debt approximates fair value based on prevailing borrowing rates currently available for loans with similar terms and maturities.

Income Taxes

The Company, as a limited liability company, is not subject to federal, state or local income taxes and, accordingly, makes no provision for income taxes in its financial statements. The Company's income or loss is reportable for income tax purposes by its members.

The Company follows the provisions pertaining to uncertain tax positions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740, "Income Taxes" and has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements as of December 31, 2017 and for the year then ended.

Concentration of Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash. The Company places its cash with high credit quality institutions. At times this may be in excess of the FDIC insurance limit. To date, the Company has not experienced any losses in such accounts and believes no significant concentration of credit risk exists with respect to cash.

The Company does not require collateral or other security to support customer receivables. However, the Company continually monitors and evaluates its client acceptance and collection procedures to minimize potential credit risks associated with its accounts receivable.

Property and Equipment, Net

Depreciation and amortization are recognized using the straight-line method in amounts adequate to amortize costs over the estimated useful lives of the property and equipment capitalized. Major improvements are capitalized, while maintenance and repairs are expensed when incurred. Long-lived assets are grouped into operating markets and tested for impairment whenever an event occurs that indicates an impairment may exist. The Company tests for impairment using the cash flows of the operating markets. The Company did not record any impairment change in the statement of operations during the year ended December 31, 2017.

Property and equipment, net, consist of the following:

	As of December 31, 2017
Office Furniture and Equipment	$37,122
Franchise Equipment and Displays	21,620
Computer Hardware and Software	8,961
Total Property and Equipment	67,703
Accumulated Depreciation and Amortization	67,703
Property and Equipment, net	-0-

The Company's property and equipment were fully depreciated and amortized as of December 31, 2017.

Leases

For operating leases, minimum lease payments, including minimum scheduled rent increases, are recognized as rent expense on a straight line basis over the lease term as that term is defined in SFAS No. 13, as amended, including any option periods considered in the lease term and any periods during which the Company has use of the property but is not charged rent by a landlord ("rent holiday").

Accounts Receivable, Net

Accounts receivable arise primarily from agreements by the Company, under certain circumstances, to a structured repayment plan for past due franchisee obligations. The need for a reserve for uncollectible amounts is reviewed on a specific franchisee basis using information available to the Company, including past due balances and the financial strength of the franchisee. The reserve for uncollectible accounts receivable was $0 at December 31, 2017.

Revenue Recognition

The Company grants franchises to independent operators who in turn pay a franchise fee and royalties. The franchise fee is nonrefundable (2017 franchise fee is $36,500) with discounts to the initial fee based upon multiple franchise ownership by the same franchisee. The franchise fee is recognized as revenue at such time the franchisee commences its business operations. The franchisee is also assessed a royalty fee based upon a percent of monthly sales. Royalty fees are recognized as revenue on the accrual basis and collection is reasonably assured.

The Company provides the franchisees with assistance in such areas as real estate site selection, construction consulting, purchasing and marketing. Revenues are recognized on the accrual basis and collection is reasonably assured.

The following are changes in the Company's franchised locations for the year ended December 31, 2017:

Franchises in operation – beginning of year	46
Franchises opened	7
Franchises closed	(2)
Franchises in operation – end of year	51

New Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board issued a new standard which requires a lessee to recognize on its balance sheet the assets and liabilities associated with the rights and obligations created by leases with terms that exceed twelve months. Leases will continue to be classified as either financing or operating, with classification affecting the recognition, measurement and presentation of costs and cash flows arising from a lease. The new guidance is effective for interim and annual reporting periods beginning after December 15, 2018 and requires a modified retrospective approach to adoption for lessees related to capital and operating leases existing at, or entered into after, the earliest comparative period presented in the financial statements, with certain practical expedients available. Early adoption is permitted. Management is currently evaluating the effect that this new standard will have on our financial statements.

There is no additional new accounting guidance adopted, but not yet effective that is relevant to the readers of our financial statements. However, there are numerous new proposals under development which, if and when enacted, may have a significant impact on our financial reporting.

NOTE 3 – LINES OF CREDIT

The Company's lines of credit outstanding as of December 31, 2017 are as follows:

US Bank, available credit line of $35,000 at variable interest rate	$ 7,271
American Express, credit line of $23,000 at a variable interest rate	4,059
Total lines of credit outstanding at December 31, 2017	$11,330

Total interest expense under the Company's lines of credit aggregated approximately $600 for the year ended December 31, 2017.

NOTE 4 – NOTE PAYABLE

On January 3, 2008, an ownership interest of 35% of the Company was acquired by an individual who was the holder of a $150,000 note payable and outstanding credit line of $250,000. On December 11, 2014, the note payable of $150,000 and outstanding credit line of $250,000 were combined to a $400,000 Promissory Note.

Repayment terms of the Promissory Note is for 7 years with a balloon payment of $163,820 due at the end. The Promissory Note is based on an amortization schedule of 10 years at a 10% interest rate compounded monthly. The regular monthly principal and interest under this Promissory Note is $5,286. The balance on this note at December 31, 2017 is $318,413.

Minimum payments for the next five years and thereafter are as follows:

2018	$33,355
2019	$36,848
2020	$40,706
2021	$207,504
2022	$0

The Company entered into a Purchase Agreement and Promissory Note for the sale of an ownership interest in Family Financial Centers, LLC on May 2, 2017 between Kenneth Parsons Sr. ("Seller") and the Company ("the Agreement"). Seller transferred its ownership interest in the Company as defined under the Agreement for the sum of $483,000. As payment for the Seller's ownership interest, the Company shall pay to Seller $5,000 in May, June and July 2017. Thereafter, the Company shall pay to seller $3,000 per month for 117 months beginning in August 2017. On March 1, 2022, the Company shall make an additional payment of $67,000. On March 1, 2027, the Company shall make an additional payment of $50,000. There is no interest, nor shall any interest be imputed on the funds borrowed under this Promissory Note. At December 31, 2017, the outstanding principal balance of the Promissory Note is $450,000.

Minimum payments for the next five years and thereafter are as follows:

2018	$36,000
2019	$36,000
2020	$36,000
2021	$36,000
2022	$102,000
Thereafter	$204,000

The Company entered into a another Purchase Agreement for the sale of an ownership interest in Family Financial Centers, LLC on December 31, 2017 between Richard Schuman ("Seller") and the Company ("Purchase Agreement") . Seller transfers its ownership interest in the Company as defined under the Purchase Agreement. As payment for the Seller's ownership interest, the Company shall pay to Seller $20,000 and an additional $5,000 on or before April 30, 2018. As of

December 31, 2017, the Company has recorded the aggregate sale price of $25,000 within the accounts payable and accrued expenses reporting line of the Company's balance sheet.

Interest expense amounted to approximately $50,000 for the year ended December 31, 2017.

NOTE 5 – CORPORATE OFFICE LEASE

The Company occupies office space for its corporate office located in Doylestown, Pennsylvania. On May 24, 2015, the Company entered into a lease extension which extended the term of the office lease for an additional five years expiring on October 31, 2020. The office lease provides for a fixed annual base rent of $44,099 plus certain escalation costs using the 2010 base year.

Rent expense, amounted to approximately $47,492 for the year ended December 31, 2017.

NOTE 6 – DEFERRED FRANCHISE FEES

Franchise fees that have been received but are unearned as of December 31, 2017 are reported as Deferred Franchise fees on the balance sheet. As of December 31, 2017 the total amount was $401,000 for 14 locations that had yet to open by year-end. Of these 14 transactions 4 took place in 2017 and expect to open in 2018. The remaining locations have uncertainty as to their opening date.

NOTE 7 – LITIGATION

In the normal course of business, the Company is exposed to a number of asserted and unasserted potential claims. In the opinion of management, the resolution of these matters will not have a material adverse effect on the Company’s financial position or results of operations.

NOTE 8 - SUBSEQUENT EVENTS

The Company has evaluated events and transactions for potential recognition or disclosure through January 26, 2018, the date the financial statements were available to be issued.

FAMILY FINANCIAL CENTERS, LLC

FINANCIAL STATEMENTS

For the Year Ended December 31, 2016

FAMILY FINANCIAL CENTERS, LLC

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HODAKOWSKI & HODAKOWSKI
Certified Public Accountants
349 Route 31 - Suite 401
Flemington, NJ 08822
Office: (908) 782-4888
Fax: (908) 782-2359

To The Members
Family Financial Center, LLC
Doylestown, Pennsylvania

INDEPENDENT AUDITOR'S REPORT

Report on Financial Statements

We have audited the accompanying financial statements of Family Financial Centers, LLC which comprise the balance sheet as of December 31, 2016 and the related statements of operations and changes in members' (deficit) and cash flows, for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

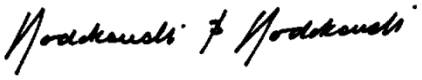
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted In the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks of material misstatement of the financial statements whether due to fraud or error. In making those risk assessments the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statement, 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness or significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statement.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly in all material respects the financial position of Family Financial Centers, LLC as of December 31, 2016, and the results of its operations and its cash flows for the year ended December 31, 2016, in accordance with accounting principles generally accepted in the United States of America.



Hodakowski & Hodakowski
Certified Public Accountant
February 3, 2017

FAMILY FINANCIAL CENTERS, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2016

ASSETS

Cash and Cash Equivalents	$	123,484
Accounts Receivable		1,724
Prepaid Expenses		2,928
TOTAL CURRENT ASSETS		128,136
Equipment, Net		-
TOTAL ASSETS	$	128,136

LIABILITIES & MEMBERS' (DEFICIT)

Accounts Payable and Accrued Expenses	$	54,488
Credit Cards Payable		28,685
Deferred Franchise Fees		415,500
Related Party Note Payable - Current		29,944
Lines of Credit		17,680
TOTAL CURRENT LIABILITIES		546,297
Related Party Note Payable Long-Term, Less Current Portion		318,413
TOTAL LIABILITIES		864,710
Commitments and Contingencies (Note 4 and Note 7)		
Members' (Deficit)		(736,574)
TOTAL LIABILITIES and MEMBERS' (DEFICIT)	$	128,136

FAMILY FINANCIAL CENTERS, LLC
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2016

Revenues		
	Franchise Fees	$ 138,500
	Project Management Fees	73,473
	Commissions, Marketing Fees, Other	240,589
	Franchise Royalties	640,680
	Total Revenues	1,093,242
Expenses		
	Project Management & Franchise Related	166,653
	Franchisor Administrative and Management	870,103
	Interest	51,188
	Depreciation and Amortization	2,218
	Total Expenses	1,090,162
Net Income		$ 3,080

See Independent Auditor's Report and Notes to Financial Statements

FAMILY FINANCIAL CENTERS, LLC
STATEMENT OF CHANGES IN MEMBERS' (DEFICIT)
FOR THE YEAR ENDED DECEMBER 31, 2016

Beginning Members' (Deficit)	$ (575,118)
Net Income	3,080
Distributions	(164,536)
Ending Members' (Deficit)	$ (736,574)

See Independent Auditor's Report and Notes to Financial Statements

FAMILY FINANCIAL CENTERS, LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2016

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net Income	$ 3,080
Adjustment to reconcile net income to net cash provided by (used in) operating activities:	
Depreciation and Amortization	2,218
Changes in Assets and Liabilities:	
Accounts and Notes Receivable	34,003
Deferred Expense	31,500
Prepaid Expenses	(2,928)
Accounts Payable	26,174
Credit Cards Payable	(25,675)
Deferred Franchise Fees	55,500
Net Cash Provided by Operating Activities	123,872
CASH FLOWS FROM FINANCING ACTIVITIES	
Borrrowings under Lines of Credit	11,492
Distributions	(164,536)
Repayments of Related Party Note Payable	(27,106)
Repayment of Notes Payable	(20,571)
Net Cash Used In Financing Activities	(200,721)
Net (Decrease) in Cash	(76,849)
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF YEAR	200,333
CASH AND CASH EQUIVALENTS AT THE END OF YEAR	$ 123,484

Supplemental Disclosure of Cash Flow Information

Interest Paid	$ 51,188

See Independent Auditor's Report and Notes to Financial Statements

NOTE 1 – ORGANIZATION AND BUSINESS

Family Financial Centers, LLC ("the Company") is a Delaware Limited Liability Company formed on June 30, 2004. The Company franchises a financial services business identified by the trade name and service mark. The principal business of the Company is the operation, development and franchising of cash checking businesses. Services offered by an operating franchise include offering check cashing, money orders, short-term consumer loans, wire transfers, electronic bill payments, fax and copier services, tax preparation services, and other financial products offered through third party vendors under the name "FAMILY FINANCIAL CENTERS".

As of December 31, 2016, the Company has approximately 46 franchisees located in the United States of America. The Company is managed by our managing member, Family Financial Centers, Inc. ("FFCI"), which may be considered our parent. FFCI is a Pennsylvania corporation formed on August 19, 2004.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents

The Company considers short-term investments with original maturities of three months or less as cash equivalents.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make assumptions and estimates. These affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Estimates and judgments are inherent in the calculations of royalty and other franchise-related revenue collections, legal obligations, income taxes, insurance liabilities, various other commitments and contingencies and fixed assets and the estimation of the useful lives of fixed assets. While management applies its judgment based on assumptions believed to be reasonable under the circumstances, actual results could vary from these assumptions. It is possible that materially different amounts would be reported using different assumptions.

In the normal course of business, the Company must make continuing estimates of potential future legal obligations and liabilities, which requires the use of management's judgment on the outcome of various issues. Management may also use outside legal advice to assist in the estimating process. However, the ultimate outcome of various legal issues could be different than management estimates, and adjustments to income could be required.

Fair Value of Financial Instruments

The carrying amounts of financial instruments including cash and cash equivalents, accounts receivable, accounts payable and accrued expenses, deferred revenue and customer deposits approximate fair value due to the relatively short-term maturity of these instruments. The carrying value of debt approximates fair value based on prevailing borrowing rates currently available for loans with similar terms and maturities.

Income Taxes

The Company, as a limited liability company, is not subject to federal, state or local income taxes and, accordingly, makes no provision for income taxes in its financial statements. The Company's income or loss is reportable for income tax purposes by its members.

The Company follows the provisions pertaining to uncertain tax positions of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740, "Income Taxes" and has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements as of December 31, 2016 and for the year ended December 31, 2016.

Concentration of Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash. The Company places its cash with high credit quality institutions. At times this may be in excess of the FDIC insurance limit. To date, the Company has not experienced any losses in such accounts and believes no significant concentration of credit risk exists with respect to cash.

The Company does not require collateral or other security to support customer receivables. However, the Company continually monitors and evaluates its client acceptance and collection procedures to minimize potential credit risks associated with its accounts receivable.

Property and Equipment, Net

Depreciation and amortization are recognized using the straight-line method in amounts adequate to amortize costs over the estimated useful lives of the property and equipment capitalized. Major improvements are capitalized, while maintenance and repairs are expensed when incurred. Long-lived assets are grouped into operating markets and tested for impairment whenever an event occurs that indicates an impairment may exist. The Company tests for impairment using the cash flows of the operating markets. The Company did not record any impairment change in the statement of operations during the year ended December 31, 2016.

Property and equipment, net, consist of the following:

	As of December 31, 2016
Office Furniture and Equipment	$37,122
Franchise Equipment and Displays	21,620
Computer Hardware and Software	8,961
Total Property and Equipment	67,703
Accumulated Depreciation and Amortization	67,703
Property and Equipment, net	-0-

Leases

For operating leases, minimum lease payments, including minimum scheduled rent increases, are recognized as rent expense on a straight line basis over the lease term as that term is defined in SFAS No. 13, as amended, including any option periods considered in the lease term and any periods during which the Company has use of the property but is not charged rent by a landlord ("rent holiday").

Accounts Receivable, Net

Accounts receivable arise primarily from agreements by the Company, under certain circumstances, to a structured repayment plan for past due franchisee obligations. The need for a reserve for uncollectible amounts is reviewed on a specific franchisee basis using information available to the Company, including past due balances and the financial strength of the franchisee. The reserve for uncollectible accounts receivable was $0 at December 31, 2016.

Revenue Recognition

The Company grants franchises to independent operators who in turn pay a franchise fee and royalties. The franchise fee is nonrefundable (2016 franchise fee is $36,500) with discounts to the initial fee based upon multiple franchise ownership by the same franchisee. The franchise fee is recognized as revenue at such time the franchisee commences its business operations. The franchisee is also assessed a royalty fee based upon a percent of monthly sales. Royalty fees are recognized as revenue on the accrual basis.

The Company provides the franchisees with assistance in such areas as real estate site selection, construction consulting, purchasing and marketing. Revenues are recognized on the accrual basis.

The following are changes in the Company's franchised locations for the year ended December 31, 2016:

Franchises in operation – beginning of year	41
Franchises opened	9
Franchises closed	4
Franchises in operation – end of year	46

New Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board issued a new standard which requires a lessee to recognize on its balance sheet the assets and liabilities associated with the rights and obligations created by leases with terms that exceed twelve months. Leases will continue to be classified as either financing or operating, with classification affecting the recognition, measurement and presentation of costs and cash flows arising from a lease. The new guidance is effective for interim and annual reporting periods beginning after December 15, 2018 and requires a modified retrospective approach to adoption for lessees related to capital and operating leases existing at, or entered into after, the earliest comparative period presented in the financial statements, with certain practical expedients available. Early adoption is permitted. Management is currently evaluating the effect that this new standard will have on our financial statements.

There is no additional new accounting guidance adopted, but not yet effective that is relevant to the readers of our financial statements. However, there are numerous new proposals under development which, if and when enacted, may have a significant impact on our financial reporting.

NOTE 3 – LINES OF CREDIT

The Company's lines of credit outstanding as of December 31, 2016 are as follows:

US Bank, available credit line of $35,000 at variable interest rate ranging from 13% to 21%		$11,512
American Express, credit line of $23,000 at a variable interest rate of	25.5%	6,168
Total lines of credit outstanding at December 31, 2016		$17, 680

Total interest expense under the Company's lines of credit aggregated approximately $ 2,100 for the year ended December 31, 2016.

NOTE 4 - RELATED PARTY TRANSACTIONS

On January 3, 2008, an ownership interest of 35% of the Company was acquired by an individual who was the holder of a $150,000 note payable and outstanding credit line of $250,000. On

December 11, 2014, the note payable of $150,000 and outstanding credit line of $250,000 were combined to a $400,000 Promissory Note.

Repayment terms of the Promissory Note is for 7 years with a balloon payment of $163,820 due at the end. The Promissory Note is based on an amortization schedule of 10 years at a 10% interest rate compounded monthly. The regular monthly principal and interest under this Promissory Note is $5,286. The balance on this note at December 31, 2016 is $348,357.

Future maturities for the related party Promissory Note is as follows:

2017	$ 29,944
2018	33,080
2019	36,544
2020	40,371
2021	44,598
Thereafter	163,820

Related party interest expense amounted to approximately $36,000 for the year ended December 31, 2016.

NOTE 5 – CORPORATE OFFICE LEASE

The Company occupies office space for its corporate office located in Doylestown, Pennsylvania. On May 24, 2015, the Company entered into a lease extension which extended the term of the office lease for an additional five years expiring on October 31, 2020. The office lease provides for a fixed annual base rent of $44,099 plus certain escalation costs using the 2010 base year.

Rent expense, amounted to approximately $46,200 for the year ended December 31, 2016.

NOTE 6 – DEFERRED FRANCHISE FEES

Franchise fees that have been received but are unearned as of December 31, 2016 are reported as Deferred Franchise fees on the balance sheet. As of December 31, 2016 the total amount was $415,500 for 12 locations that had yet to open by year-end. Of these 12 transactions 4 took place in 2016 and expect to open in 2017. The remaining locations have uncertainty as to their opening date.

NOTE 7 – LITIGATION

In the normal course of business, the Company is exposed to a number of asserted and unasserted potential claims. In the opinion of management, the resolution of these matters will not have a material adverse effect on the Company's financial position or results of operations.

NOTE 8 - SUBSEQUENT EVENTS

The Company has evaluated events and transactions for potential recognition or disclosure through February 3, 2017, the date the financial statements were available to be issued.

EXHIBIT F

GENERAL RELEASE

(SAMPLE FORM)

GENERAL RELEASE

(SAMPLE FORM)

_____ (hereinafter collectively referred to as "_____") their heirs, administrators, executors, ancestors, and assigns, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby remise, release, and forever discharge Family Financial Centers, LLC ("**FFC**"), a Delaware limited liability company, with its principal business offices located at 99 Lantern Drive, Suite 101, Doylestown, PA 18901 and/or FFC's Affiliates, their respective owners, officers, directors, employees, and agents from any and all actions, causes of action, claims, and demands whatsoever, whether at law or in equity, and all suits, debts, dues, sums of money, accounts, reckonings, notes (or bonds), bills, specialties, covenants, contracts, controversies, claims, and demands whatsoever, at law or in equity, that _____ ever had, now has, or that his respective heirs, administrators, ancestors, executors, and/or assigns may have against FFC by reason of any matter, cause, or thing whatsoever raised and related to that certain Franchise Agreement between them dated _____ _____, _____, for the operation of a FFC business located at _____ up to and including the day and date of this Release. And FFC does hereby remise, release, and forever discharge _____, their respective heirs, administrators, executors, ancestors, and assigns from all actions, causes of action, claims, and demands whatsoever, whether or not well-founded in fact or in law, and from all suits, debts, dues, sums of money, accounts, reckonings, notes (or bonds), bills, specialties, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, claims, and demands whatsoever, at law or in equity, except fraud, that FFC ever had, now has, or that its officers, directors, shareholders, parents, subsidiaries, affiliates, agents, employees, successors, or assigns may hereafter have against _____ by reason of any matter, cause, or thing whatsoever raised and related to that certain Franchise Agreement between them dated _____, _____, for the operation of a FFC business located at _____ up to and including the day and date of this Release, except that nothing herein shall be construed or intended to release _____ from the obligations set forth in the Franchise Agreement.

It is the specific intent and purpose of this instrument to release and discharge any anti-trust claims and actions and any and all claims and causes of action of any kind whatsoever, whether known or unknown, and whether specifically mentioned or not, which may exist or might be claimed to exist at or prior to the date of this document and the parties hereto specifically waive any claim or right to assert that any cause of action or alleged causes of action or claim or demand has been, through oversight or error, intentionally or unintentionally, omitted from this Release.

[THIS GENERAL RELEASE WILL BE MODIFIED AS NECESSARY FOR CONSISTENCY WITH ANY STATE LAW REGULATING FRANCHISING.]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Release on this ___ day of _____, _____.

FRANCHISEE'S OWNERS

[name of individual]

By:_____
an Individual

[name of individual]

By:_____
an Individual

FRANCHISEE

[name of company]

a _____ corporation

By:_____
Name:_____
Title:_____

EXHIBIT G

COMMERCIAL PROMISSORY NOTE AND SECURITY AGREEMENT

Amount: $_____

Interest Rate: 7.0%, compounded monthly

Term: 36 months

Points to be Paid Up Front: 0 Points

Executed at: Doylestown, Pennsylvania

Dated: _____ , 20 __

COMMERCIAL PROMISSORY NOTE

INTENDING TO BE LEGALLY BOUND, and for value received, the undersigned, whether one or more persons, partnerships, corporations or other entities (jointly and severally "Borrower") agree as follows:

1. Obligation.

Borrower promises to pay to the order of Family Financial Centers, LLC ("Lender") the principal sum of _____ _____ DOLLARS ($_____) together with interest in accordance with the payment schedule set forth below.

2. Payment Schedule.

Borrower shall repay the principal sum, plus interest, in regular monthly payments beginning _____, 20___, and payable on the _____ day of each month thereafter, until the full amount of the loan, plus interest, and any other sums due under the Note, are paid in full. The interest rate on this Note is **7.0%** per annum, with interest to be calculated and compounded monthly, and total term of the loan is **36 months**. The regular monthly payments of principle and interest under this Note are **$_____**.

3. Prepayment.

Borrower shall have the privilege of prepaying the unpaid principal balance in whole or in part at any time without penalty. All partial prepayments shall be applied against installments of principal in the inverse order of their maturity.

4. Late Charge.

If any payment which is to be made hereunder is not paid within ten (10) days after the date when due, the Borrower shall pay to the Lender a late charge of five cents ($0.05) for each dollar which is so overdue for the purpose of defraying the expense incident to handling such delinquency. This provision shall not be deemed to affect or lengthen the time to cure any default hereunder.

5. Set-Off.

As security for the payment of this Note and any renewal, extension or modification of this Note and for the due payment of any and all other obligations, direct or indirect, due or to become due, now existing or hereafter contracted, of Borrower, Borrower agrees that Lender shall have a lien upon and a security interest in and a right of set-off against any and all present, future and after-acquired funds, monies, balances, stocks, bonds, notes and other property at any time in the hands of Lender in which Borrower has an interest.

6. Default.

Upon the happening of any of the following events, each of which shall constitute a default hereunder, all liabilities of Borrower to Lender, at the option of Lender, shall become immediately due and payable:

(a) Failure of Borrower to pay any payment of principal or interest on this Note when due or on any renewal, extension or other modification of this Note or the failure to pay when due any interest or installment on any other obligation of any nature whatsoever owing to Lender;

(b) Failure of Borrower to perform any obligation owing to Lender under this Note or any agreement with Lender or breach of any representation, warranty, covenant or agreement herein contained or contained in any other agreement now or hereafter entered into between Borrower and Lender;

(c) The filing of bankruptcy, receivership or insolvency proceedings of any kind by or against Borrower, the making by Borrower of an assignment for the benefit of creditors or the suspension of business by Borrower;

(d) The entry of a judgment against Borrower;

(e) The issuance of any writs of attachment or execution against Borrower;

(f) The dissolution or merger of either Borrower entity;

(g) The sale or transfer of any assets securing this Note to any third party without paying off, in full, the balance due on this Note (i.e. the full principal balance, plus all accrued interest, late fees and other applicable charges); or

(h) If any representation, warranty, certificate, financial statement or other information made or given by the Borrow (or its guarantors) to the Lender is found to be materially incorrect or misleading.

Notwithstanding anything herein otherwise stated, Borrower may cure an event of default: (a) if the default consists of a failure to pay money, by payment of such sum within thirty (30) days from such date when the sum was due and payable; or (b) if the default consists of anything other than a failure to pay a sum of money and is curable, by correction thereof to Lender's satisfaction (or the commencement of correction thereof to the satisfaction of Lender, if cure requires more than thirty (30) days), within thirty (30) days after written notice of such default shall have been sent by Lender to Borrower, provided, however, that no cure period shall be permitted if the Borrower shall have previously received notice of a breach of the same provisions of this Note within the preceding twelve (12) months.

7. Application of Payments.

Monies received by Lender from any source for application toward payment of the obligations under this Note shall be applied to accrued interest and then to principal. If a default occurs, monies may be applied to Borrower’s obligations in the following order, at Lender’s discretion: (1) expenses and costs of collection; (2) accrued interest; and (3) principal.

8. Remedies Upon Default.

Should any event of default occur and not be cured in accordance with Paragraph 6, then:

(a) The entire unpaid balance of the principal sum with interest accrued thereon at the rates hereinbefore specified to the date of said default, and thereafter at the same rate extant on the date of default and all other sums due by Borrower hereunder or under the Loan Agreement, shall, at the option of Lender, and without notice to Borrower, become due and payable immediately.

(b) Lender may forthwith appropriate and apply on account of the amount payable hereunder, any and all funds, monies, or sums deposited with Lender to the credit of Borrower, or liquidate and sell any collateral in the hands of Lender in which Borrower has an interest.

(c) In addition, Lender may attach, levy, or execute upon and sell any other assets of Borrower and exercise any other rights or remedies available to Lender under the Uniform Commercial Code, any other applicable law, or under any Mortgage or any collateral or security documents executed by Borrower in accordance with the Loan.

(d) Following the date of any default, interest at the above-stated rate shall accrue and compound on the principal balance due and on all interest, charges, assessments, costs, and fees then or thereafter due hereunder.

(e) Lender may also recover all costs of suit and other expenses in connection with any default by Borrower, including but not limited to, reasonable attorney's fees and costs.

9. Remedies Cumulative.

The rights and remedies of Lender as provided in this Note shall be cumulative and concurrent and may be pursued separately, successively or together against Borrower at the sole discretion of Lender and may be exercised as often as occasion therefore shall arise. Borrower hereby waives presentment for payment, demand, protest, notice of protest and dishonor and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. The liability of Borrower hereunder shall be unconditional without regard to the liability of any other party and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver or modification granted or consented to by Lender. Lender shall not by any act or omission or under any circumstances be deemed to have waived any of its rights other than any rights waived by Lender in writing. Any reference herein to Borrower shall be deemed to refer to and be applicable to each signer separately as well as all of them jointly. If this Note shall be paid by any Borrower, Lender may surrender this Note and all security pledged with it to the one so paying. Lender is hereby authorized, without further notice, to obtain the signature of additional co-makers and to date this Note as of the date on which the loan is made.

10. Confession of Judgment.

(a) THE FOLLOWING PARAGRAPH SETS FORTH A POWER OF AUTHORITY FOR ANY ATTORNEY TO CONFESS JUDGMENT AGAINST BORROWER. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST BORROWER, THE BORROWER, FOLLOWING CONSULTATION WITH (OR DECISION NOT TO CONSULT) SEPARATE COUNSEL FOR BORROWER AND WITH KNOWLEDGE OF THE LEGAL EFFECT HEREOF, HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, INTELLIGENTLY, AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THE BORROWER HAS OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAWS OF THE UNITED STATES OF AMERICA, COMMONWEALTH OF PENNSYLVANIA, OR ELSEWHERE INCLUDING, WITHOUT LIMITATION, A HEARING PRIOR TO GARNISHMENT AND ATTACHMENT OF THE BORROWER'S BANK ACCOUNT(S) AND OTHER ASSETS. BORROWER ACKNOWLEDGES AND UNDERSTANDS THAT BY ENTERING INTO THIS NOTE CONTAINING A CONFESSION OF JUDGMENT CLAUSE THAT BORROWER IS VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY GIVING UP ANY AND ALL RIGHTS, INCLUDING CONSTITUTIONAL RIGHTS, THAT BORROWER HAS OR MAY HAVE TO NOTICE AND A HEARING BEFORE JUDGMENT CAN BE ENTERED AGAINST BORROWER AND BEFORE THE BORROWER'S ASSETS, INCLUDING, WITHOUT LIMITATION, ITS BANK ACCOUNT(S), MAY BE GARNISHED, LEVIED, EXECUTED UPON AND/OR ATTACHED.

BORROWER UNDERSTANDS THAT ANY SUCH GARNISHMENT, LEVY, EXECUTION AND/OR ATTACHMENT SHALL RENDER THE PROPERTY GARNISHED, LEVIED, EXECUTED UPON OR ATTACHED IMMEDIATELY UNAVAILABLE TO BORROWER. IT IS SPECIFICALLY ACKNOWLEDGED BY BORROWER THAT THE LENDER HAS RELIED ON THIS WARRANT OF ATTORNEY AND THE RIGHTS WAIVED BY BORROWER HEREIN IN RECEIVING THIS NOTE AND AS AN INDUCEMENT TO GRANT FINANCIAL ACCOMMODATIONS TO THE BORROWER.

(b) UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, BORROWER IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR AND CONFESS JUDGMENT AGAINST BORROWER FOR SUCH SUMS AS ARE DUE AND OWING ON THIS NOTE, WITH OR WITHOUT DECLARATION, WITH COSTS OF SUIT, WITHOUT STAY OF EXECUTION AND WITH REASONABLE ATTORNEYS' FEES (FIFTEEN PERCENT OR ACTUAL ATTORNEY FEES, WHICHEVER IS GREATER) AND EXPENSES FOR COLLECTION ADDED THERETO. IF A COPY OF THIS NOTE, VERIFIED BY AFFIDAVIT BY OR ON BEHALF OF LENDER, SHALL HAVE BEEN FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL OF THIS NOTE. THE AUTHORITY GRANTED HEREBY SHALL NOT BE EXHAUSTED BY THE INITIAL EXERCISE THEREOF AND MAY BE EXERCISED BY LENDER FROM TIME TO TIME.

11. Waiver of Jury Trial.

EACH UNDERSIGNED PARTY HEREBY WAIVES, AND LENDER BY ITS ACCEPTANCE HEREOF THEREBY WAIVES, TRIAL BY JURY IN ANY LEGAL PROCEEDING INVOLVING DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATED TO THIS NOTE OR THE RELATIONSHIP EVIDENCED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO, ACCEPT OR RELY UPON THIS NOTE.

BORROWER

Business Entity of Franchisee

By: _____

Name: _____

Title:_____

Individual Name of Franchisee Owner/Principal

_____
Name, Individually

Executed at: Doylestown, Pennsylvania

SECURITY AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20___, by and between Family Financial Centers, LLC ("Secured Party") and _____ ("Debtor").

1. Definitions. As used herein and in any separate agreement between the Secured Party and the Debtor in connection with this Agreement:

(a) (1) "Collateral" means the following described property and any additions, replacements, extensions, or substitutions thereof: All assets of the Debtor wherever located (including, but not limited to, Debtor's existing and/or expected business location at _____ including, but not limited to, all cash inventory, all furniture, fixtures, and equipment, computer systems (including hardware and software systems), all accounts, checks, bonds, stocks, securities, commercial paper, leasehold improvements (if any), notes and accounts receivables, any customer goodwill, and all other assets, tangible and intangible, without enumeration or specification, including proceeds of any collateral.

(2) "Debtor" means the Person who executes this Agreement as such. The Debtor may be either a borrower from the Secured Party or a guarantor of the indebtedness of another to the Secured Party, and in either case is the Person obligated to pay the Liabilities secured hereby.

(3) "Liabilities" means all existing and hereafter incurred or arising indebtedness, obligations and liabilities of the Debtor to the Secured Party, whether absolute or contingent, direct or indirect and out of whatever transactions arising, and includes without limitation, all matured and unmatured indebtedness, obligations and liabilities of the Debtor under or in connection with existing and future loans and advances evidenced by promissory notes or otherwise, letters of credit, acceptances, all other extensions of credit, repurchase agreements, security agreements, mortgages, overdrafts, foreign exchange contracts and all other contracts for payment or performance, indemnities, and all indebtedness, obligations and liabilities under any guaranty or surety agreement, or as co-maker or co-obligor with any person for any of the foregoing, including without limitation all interest, expenses, costs (including collection costs) and fees (including reasonable attorney's fees and prepayment fees) incurred, arising or accruing (whether prior or subsequent to the filing of any bankruptcy petition by or against any Debtor) under or in connection with any of the foregoing, and further including all such indebtedness, obligations and liabilities of the Debtor (i) to others which the Secured Party may have obtained by assignment, participation, subrogation, merger or otherwise, and (ii) to subsidiaries of the Secured Party.

(4) "Person" means an individual, a limited liability company, a corporation, a partnership, or any other legal or commercial entity.

(5) "Proceeds" means whatever is received when Collateral is sold, exchanged, collected or otherwise disposed of, including without limitation, insurance proceeds.

(6) "UCC" means the Pennsylvania Uniform Commercial Code as presently and hereafter enacted.

(b) Any term used in this Agreement and in any financing statement filed in connection herewith that is defined in the UCC and not defined in this Agreement has the meaning given to the term in the UCC.

2. Security Interest in Collateral. As Security for the payment of the Liabilities the Debtor hereby assigns to the Secured Party and grants to the Secured Party a lien upon and security interest in the Collateral. Without the written consent of the Secured Party, the Debtor will not create, incur, assume or suffer to exist any other liens or security interests in the Collateral. Debtor covenants and represents that it owns the Collateral. Debtor further covenants and warrants that the Collateral is free and clear of all liens,

security interests and claims and Debtor will keep the Collateral free and clear from all liens, security interests and claims, other than those granted to or approved by Secured Party.

3. Other Agreements of Debtor.

(a) In the event that any lien, assessment or tax liability against the Debtor shall arise, whether or not entitled to priority over the security interest of the Secured Party created hereby, the Debtor shall give prompt notice thereof in writing to the Secured Party. The Secured Party shall have the right (but shall be under no obligation) to pay any tax or other liability of the Debtor deemed by the Secured Party to affect its interest. The Debtor shall repay to the Secured Party any sums which the Secured Party shall have so paid, together with interest thereon at the rate payable by the Debtor, at the time of payment by the Secured Party, with respect to the Liabilities (or the highest such rate, if there be more than one), but in no event less than six percent (6%) per annum and the Debtor's liability to the Secured Party for such repayment with interest shall be included in the Liabilities. In addition, the Secured Party shall be subrogated to the extent of the payment made by it to all rights of the recipient of such payment against the assets of the Debtor.

(b) The Debtor warrants that the Debtor's chief executive office and all of its offices where it keeps its records concerning the Collateral and all locations at which it maintains a place of business are listed in Section 13 hereof. Debtor further warrants that Debtor has no plans for the removal of the Collateral to any location not set forth in Section 13. The Debtor shall notify Secured Party in writing at least thirty (30) days prior to any change in: (i) Debtor's chief executive office or primary location of Debtor's business; (ii) Debtor's name or identity; (iii) Debtor's corporate/organizational structure; or (iv) the jurisdiction in which Debtor is organized.

(c) The Debtor shall pay to the Secured Party on demand, with interest at the rate payable by the Debtor, at the time of payment by the Secured Party, with respect to the Liabilities (or the highest such rate, if there be more than one), but in no event less than six percent (6%) per annum, any and all expenses (including reasonable attorney's fees and legal expenses, filing fees, searches, and termination costs), which may have been incurred by the Secured Party (i) to enforce any of the Liabilities, whether as against the Debtor or any guarantor or surety of the Debtor; or (ii) in the enforcement, prosecution or defense of any action growing out of or connected with the subject matter of this Agreement, the Liabilities, the Collateral or any of the Secured Party's rights therein or thereto; or (iii) in connection with the use, operation or sale of any Collateral; or (iv) in connection with preparation and completion of this Agreement and any and all related agreements and consummation of the financing arrangement described herein and any modification or extension hereof; or (v) with respect to the enforcement, protection or preservation from time to time of the Secured Party's rights under this Agreement or with respect to the Collateral. The Debtor's liability to the Secured Party for such repayment with interest shall be included in the Liabilities and is secured by the Collateral.

(d) The Debtor represents and warrants that no financing statement, other than a financing statement or statements approved by Secured Party, covering the Collateral is on file in any public filing office. The Debtor shall provide the Secured Party with all financial statements or other financial documents as the Secured Party may from time to time require. The Debtor further covenants and agrees to execute from time to time any and all agreements and documents (including financing statements) which the Secured Party may request in order to perfect its lien on the Collateral and otherwise carry out the provisions of this Agreement. Secured Party is authorized to file financing statements relating to the Collateral without Debtor's signature where authorized by law. The Debtor further authorizes the Secured Party to file a carbon, photographic or other reproduction of this Agreement or a financing statement previously filed under this Agreement as a financing statement in any jurisdiction. Debtor hereby constitutes and appoints Secured Party the true and lawful attorney of Debtor with full power of substitution to take any and all appropriate action and to execute any and all documents or instruments that may be necessary or desirable to accomplish the purpose and carry out the terms of this Security Agreement. The

foregoing power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities have been paid in full. Neither Secured Party nor anyone acting on its behalf shall be liable for acts, omissions, errors in judgment, or mistakes in fact in acting in such capacity as attorney-in-fact.

4. Default. The Debtor shall be in default hereunder upon the occurrence of any of the following events subject to any and all applicable cure provisions:

(a) The nonpayment when due of any amount payable on any of the Liabilities by the Debtor or by any other person liable, either absolutely or contingently, for payment, including endorsers, guarantors and sureties (each such person is referred to as an "Obligor");

(b) If the Debtor or any Obligor has failed to observe or perform any existing or future agreement of any nature whatsoever with the Secured Party (other than those described in clause (a) above);

(c) If any representation, warranty, certificate, financial statement or other information made or given by the Debtor or any Obligor to the Secured Party is materially incorrect or misleading;

(d) If the Debtor or any Obligor shall become insolvent or make an assignment for the benefit of creditors or if any petition shall be filed by or against the Debtor or any Obligor under any bankruptcy or insolvency law;

(e) The entry of any judgment against the Debtor or any Obligor or the issuance of any attachment, tax lien, levy or garnishment against any property of material value in which the Debtor or any Obligor has an interest;

(f) If any attachment, levy, garnishment or similar legal process is served upon the Secured Party as a result of any claim against the Debtor or any Obligor or against any property of the Debtor or any Obligor;

(g) The dissolution, merger, consolidation or change in control of the Debtor, or the sale or transfer of any substantial portion of the Debtor's assets, or if any agreement for such dissolution, merger, or consolidation, change in control, sale or transfer is entered into without the written consent of the Secured Party;

(h) If the Secured Party determines reasonably and in good faith that an event has occurred or a condition exists which has had, or is likely to have, a material adverse effect on the financial condition or creditworthiness of the Debtor or any Obligor;

(i) If any Obligor shall attempt to terminate or disclaim such Obligor's liability for the Liabilities;

(j) If the Debtor shall fail to pay when due any material indebtedness for borrowed money other than to the Secured Party; or

(k) If the Debtor shall be notified of the failure of the Debtor or any Obligor to provide such financial and other information promptly when reasonably requested by the Secured Party; or

(l) The occurrence of any event of default as defined in the Note.

5. Acceleration and Enforcement Rights. Whenever the Debtor shall be in default as aforesaid, (i) the Secured Party may declare the entire unpaid amount of such of the Liabilities as are not then due and payable to become immediately due and payable without notice to or demand on any Obligor; and (ii) the Secured Party may at its option exercise from time to time any or all rights and remedies available to it under the Uniform Commercial Code or otherwise available to it, including the right to collect, receipt for, settle, compromise, adjust, sue for, foreclose or otherwise realize upon any of the Collateral and to dispose of any of the Collateral at public or private sale(s) or other proceedings, with or without advertisement, and the Debtor agrees that the Secured Party or its nominee may become the

purchaser at any such sale(s). Secured Party shall have the unconditional right to retain and obtain the full benefit of all Collateral until all Liabilities of the Debtor to the Secured Party are paid and satisfied in full. If any notification of intended disposition of the Collateral is required by law, such notice shall be deemed reasonable if mailed at least seven (7) days before such disposition addressed to the Debtor at its Address shown herein. If any Note secured hereby is payable on demand, Secured Party's right to require payment shall not be restricted or impaired by the absence, non-occurrence or waiver of an Event of Default, and it is understood that if such Note is payable on demand, the Secured Party may require payment at any time.

6. Application of Collateral. The Proceeds of any Collateral received by the Secured Party at any time before or after default, whether from sale of Collateral or otherwise, may be applied to the payment in full or in part of such of the Liabilities and in such order as the Secured Party may elect. The Debtor, to the extent that it has any right, title or interest in any of the Collateral, authorizes Secured Party to proceed against the Collateral in any order that Secured Party may determine and waives and releases any right to require the Secured Party to collect any of the Liabilities from any source other than from the Collateral under any theory of marshalling of assets, or otherwise, and specifically authorizes the Secured Party to proceed against any of the Collateral in which the Debtor has a right, title or interest with respect to any of the Liabilities in any manner that the Secured Party may determine.

7. Financing Statement; Power of Attorney. The Debtor does hereby appoint any officer or agent of the Secured Party as the Debtor's true and lawful attorney-in-fact, with power to endorse the name of the Debtor upon any notes, checks, drafts, money orders, or other instruments of payment or Collateral that may come into possession of Secured Party; and to give written notice to such office and officials of the United States Postal Service to effect such change or changes of address so that all mail addressed to the Debtor may be delivered directly to Secured Party (Secured Party will return all mail not related to the Liabilities or the Collateral); granting unto Debtor's said attorney full power to do any and all things necessary to be done with respect to the above transactions as fully and effectually as Debtor might or could do, and hereby ratifying all that said attorney shall lawfully do or cause to be done by virtue hereof. The above power of attorney includes the right of the Secured Party to execute and/or file Financing Statements to protect and/or perfect the Secured Party's interest in any Collateral. This power of attorney shall be irrevocable for the term of this Agreement and all transactions hereunder.

8. Term. The term of this Agreement shall commence with the date hereof and end on the date when, after receipt of written notice of the termination of this Agreement from either party to the other, which notice may be given by either party at any time, there shall be no Liabilities outstanding.

9. Successors and Assigns. All provisions herein shall inure to, and become binding upon, the heirs, executors, administrators, successors, representatives, receivers, trustees and assigns of the parties, provided, however, that this Agreement shall not be assignable by the Debtor without the prior written approval of the Secured Party.

10. The Debtor's Authority and Capacity, Etc. The Debtor represents and warrants that the Secured Party is obtaining and shall maintain at all times a first lien on all of the Collateral. If any Debtor is a corporation or company, Debtor further represents and warrants that such Debtor is a _____ , duly organized, validly in existence and in good standing in the State of _____ and is authorized to do business and is in good standing in any state where the nature or extent of its business requires qualification, that the execution and performance by the Debtor of this Agreement and any related agreements is authorized by Debtor's members and does not violate the company or corporate documents or any other Agreement or contract by which the Debtor is bound. The Debtor represents and warrants that this Agreement is the legal, valid and binding obligation of the Debtor enforceable against the Debtor in accordance with its terms.

11. WAIVER OF JURY TRIAL. EACH UNDERSIGNED PARTY HEREBY WAIVES, AND THE SECURED PARTY BY ITS ACCEPTANCE HEREOF THEREBY WAIVES, TRIAL BY JURY IN ANY LEGAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SECURED PARTY TO ENTER INTO, ACCEPT OR RELY UPON THIS AGREEMENT.

12. Miscellaneous. The construction and interpretation of this Agreement and all agreements shall be governed by the laws of the Commonwealth of Pennsylvania. No modification hereof shall be binding or enforceable unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect or impair the remaining provisions of this Agreement. No rights are intended to be created hereunder for the benefit of any third party beneficiary hereof. The individual signatory on behalf of the Debtor represents that he is authorized to execute this Agreement on behalf of the Debtor. This Agreement supplements the Debtor's obligations under any promissory notes or separate agreements with the Secured Party.

13. Locations of Debtor. The Debtor represents and warrants that the following addresses (together with any additional addresses which may be shown on any attached schedule) correctly set forth all of the locations where the Debtor maintains a place of business, its records or the Collateral.

Chief Executive Office: _____

_____

Primary Locations: _____

_____

14. Name of Debtor. The Debtor represents and warrants that the name of the Debtor shown on this Agreement is the exact full legal name of the Debtor.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto under seal and intending to be legally bound on the day and year first above written.

DEBTOR	**SECURED PARTY**
Business Entity of Franchisee	Family Financial Centers, LLC a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Individual Name of Franchisee Owner/Principal	
_____ Name, Individually	

EXHIBIT H
FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Family Financial Centers, LLC ("**we**" or "**us**"), and you are preparing to enter into a Franchise Agreement for the operation of a FAMILY FINANCIAL CENTERS® Financial Center. The purposes of this Questionnaire are to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer on the back of this sheet. **The representations in this Questionnaire 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.**

Yes____ No ____	1. Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?
Yes____ No ____	2. Have you received and personally reviewed the Franchise Disclosure Document we provided?
Yes____ No ____	3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
Yes____ No ____	4. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
Yes____ No ____	5. A) Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor?
Yes____ No ____	B) Have you discussed the benefits and risks of operating a FAMILY FINANCIAL CENTERS® Financial Center with your professional advisor?
Yes____ No ____	C) Did you discuss the benefits and risks of operating a FAMILY FINANCIAL CENTERS® Financial Center with an existing FAMILY FINANCIAL CENTERS® franchisee?
Yes____ No ____	6. Do you understand the risks of operating a FAMILY FINANCIAL CENTERS® Financial Center?
Yes____ No ____	7. Do you understand the success or failure of the Financial Center will depend in large part upon your skills, abilities, and efforts and those of the person you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace?
Yes____ No ____	8. Do you understand we are not obligated to provide assistance to you in finding and securing a location for your FAMILY FINANCIAL CENTERS® Financial Center?
Yes____ No ____	9. A) Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement will be resolved through litigation in Pennsylvania only?

Yes____ No ____ B) Do you understand the Franchise Agreement provides you can only collect compensatory damages on any claim under or relating to the Franchise Agreement, and not any punitive, exemplary, or multiple damages?

Yes____ No ____ 10. Do you understand we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?

Yes____ No ____ 11. A) Do you understand that the US Government has enacted anti-terrorist legislation that prevents us from carrying on business with any suspected terrorist or anyone associated directly or indirectly with terrorist activities?

Yes____ No ____ B) Is it true that you have never been a suspected terrorist or associated directly or indirectly with terrorist activities?

Yes____ No ____ C) Do you understand that we will not approve your purchase of a FAMILY FINANCIAL CENTERS® Financial Center if you are a suspected terrorist or associated directly or indirectly with terrorist activity?

Yes____ No ____ D) Is it true that you are not purchasing a FAMILY FINANCIAL CENTERS® Financial Center with the intent or purpose of violating any anti-terrorism law, or for obtaining money to be contributed to a terrorist organization?

Yes____ No ____ 12. Is it true no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a FAMILY FINANCIAL CENTERS® Financial Center that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No ____ 13. Is it true no employee or other person speaking on our behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a FAMILY FINANCIAL CENTERS® Financial Center will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No ____ 14. Is it true no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in our Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support, service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No ____ 15. Do you understand that the Franchise Agreement contains the entire agreement between us and you concerning the franchise for the Financial Center, meaning any prior oral or written statements not set out in the Franchise Agreement will not be binding?

Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits us from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Any provisions of this Franchise Disclosure Questionnaire which requires a prospective

franchisee to disclaim the occurrence and/or non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law in order to purchase a franchise 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.

Dated:_____

_____
Individually and as an Officer

_____
Printed Name

of_____

(a_____)

EXHIBIT I

LIST OF CURRENT FRANCHISEES AND FRANCHISEES WHO LEFT THE SYSTEM

LIST OF CURRENT FRANCHISEES

AS OF DECEMBER 31, 2018

State	Franchisee	Address	Phone No.
Alabama	BP Patel Jayesh Patel	2800 McFarland Boulevard Northport, AL 35476	205-331-4737
California	Nabil Gedeon	1833 North Texas Street Fairfield, CA 94533	707-434-9880
Connecticut	Oliver Lay	1332 North Avenue Bridgeport, CT 06604	203-416-5726
	Rick Freeman Ellen Freeman	6 North Water Street Greenwich, CT 06830	203-532-2999
	Roy Bubbs	21 New Britain Ave Hartford, CT 06106	860-293-0770
	Arnold Boyster	55 Middletown Avenue North Haven, CT 06473	203-776-1500
	Robert Abatecola	953 East Main Street Stamford, CT 06902	203-674-8221
Georgia	Biren Patel	2636 Martin Luther King Blvd. Atlanta, GA 30311	404-691-7490
Florida	Richard Edwards	5555 Golden Gate Parkway, #119 Naples, FL 34116	239-348-2704
Indiana	Bobby Key	4887 Kentucky Avenue Indianapolis, IN 46221	317-856-7654
Louisiana	Renetta Leverett	375 South Morrison Boulevard Hammond, LA 70403	985-429-1611
	Derek Moreau	1160 Hospital Road New Roads, LA 70760	225-638-7231
	Tom Babbit Valerie Babbit	128 Gause Boulevard West Slidell, LA 70460	985-649-1112
Massachusetts	Franz Eberth	328 Main Street Everett, MA 02149	617-212-6788

State	Franchisee	Address	Phone No.
	Dianna Cammarata Brianna McLaughlin	166 Lincoln Street Worcester, MA 01605	508-752-0085
New Jersey	Biren Patel	694 North Pearl Street Bridgeton, NJ 08302	856-459-5203
	Biren Patel	3 West Industrial Boulevard Bridgeton, NJ 08302 (Satellite)	NA
	Biren Patel	Camden, NJ (Satellite)	NA
	Biren Patel	2001 College Drive, Unit #20 Clementon, NJ 08021	856-545-7146
	Jatin Patel	37 West Front Street Keyport, NJ 07735	732-739-0666
	Mohammed Ahamed Shirin Ahamed	211 East Gibbsboro Road Lindenwold, NJ 08021	856-346-2777
	Biren Patel	50 Fenwick Street Newark, NJ 07114 (Satellite)	NA
	Mack Sheraton Nivea Sheraton	437 South Main Street Phillipsburg, NJ 08865	908-859-6330
	Rafael Diaz	60 Main Street South River, NJ 08882	732-257-1992
	Biren Patel	604 East Landis Avenue Vineland, NJ 08360	856-500-6484
	Rao Bhandaru	421 W. Marshall Street Passaic, NJ 07055	973-779-6925
	Rafael Diaz	5006 Rt. 130 N., Suite 1 Delran, NJ 08075	856-393-7740
Pennsylvania	Louis Groff Sophea Groff	820 Hamilton Avenue Allentown, PA 18101	610-433-4960
	Paul Shinder	610 West 9th Street Chester, PA 19013	610-872-7219
	Biren Patel	6 Chester Pike Darby, PA 19023	610-522-2274

State	Franchisee	Address	Phone No.
	Petrocelli Perea Ancuta Perea	101 West Loudon Street Feltonville, PA 19120	215-457-9590
	Devin Hamilton	1314 Market Street Harrisburg, PA 17103	717-233-2444
	Devin Hamilton	1000 South 19th Street Harrisburg, PA 17104	717-695-6963
	Devin Hamilton	2721 Agate Street Harrisburg, PA 17110	717-233-5000
	Biren Patel	957 East Baltimore Pike Lansdowne, PA 19050	610-626-5000
	Paul Shinder	9961 Bustleton Pike Philadelphia, PA 19115	215-464-2323
	Paul Shinder	14000 Bustleton Pike Philadelphia, PA 19116	215-677-3098
	Paul Patitucci	1356 West Girard Avenue Philadelphia, PA 19123	215-763-0286
	Biren Patel	153 North 8th Street Reading, PA 19601	610-374-8670
	Paul Patitucci	323 East Gay Street West Chester, PA 19380	610-719-0377
	Mark Feller	1228 MacArthur Road Whitehall, PA 18502	610-820-8117
	Biren Patel	2801 Easton Road Willow Grove, PA 19090	215-675-7033
	Rao Bhandaru	421 W. Marshall Street Norristown, PA 19401	610-270-0904
	Paul Patitucci	5300 Tabor Avenue Philadelphia, PA 19120	215-533-0100
	Syed Hussain Mohammad Afzal (Ali)	34 Mauch Chunk Street Tamaqua, PA 18282	570-668-1943

State	Franchisee	Address	Phone No.
South Carolina	Nikhil Patel Sandi Patel	750 Old Mill Road Mauldin, SC 29662	864-297-8705
Texas	Youseff Zouen	1891 Mustang Trail Frisco, TX 75033	214-404-7727

FRANCHISEES WITH SIGNED FRANCHISE AGREEMENTS BUT FINANCIAL CENTERS NOT YET OPEN

AS OF DECEMBER 31, 2018

State	Franchisee	Address	Phone No.
Connecticut	Walter Ramirez	Hartford, CT	860-761-5339
Texas	Sukhjinder Muhar Ram Kunwar	Pecos, TX	916-823-1178
New York	Jimmy Samaras	Sleepy Hollow, NY	914-758-2174
Pennsylvania	Syed Hussain Mohammad Afzal (Ali)	Allentown, PA	908-528-3165

LIST OF FAMILY FINANCIAL CENTERS® FRANCHISEES WHO LEFT THE SYSTEM DURING THE 12 MONTH PERIOD ENDED DECEMBER 31, 2018

State	Franchisee	Address	Phone No.
Oklahoma	Jay Stan Brown	4411 S High Ave Oklahoma City, OK 73129	405-820-7919

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

EXHIBIT J

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Family Financial Centers, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that the franchisor give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that the franchisor give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Family Financial Centers, 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 your state agency listed in Exhibit B. Our Agents for Service of Process are listed in Exhibit C.

The following individuals offer the franchise for sale: Paul W. Eckert, Jack Wilson and Kenneth R. Parsons, c/o Family Financial Centers, LLC, 99 Lantern Drive, Suite 101, Doylestown, Pennsylvania 18901, telephone no. (215) 230-5508.

This Franchise Disclosure Document was issued on March 4, 2019.

I acknowledge receiving this Franchise Disclosure Document dated _____, 2019, including the following Exhibits:

EXHIBIT A	Table of Contents of Manuals
EXHIBIT B	List of State Administrators
EXHIBIT C	Agents for Service of Process
EXHIBIT D	Franchise Agreement including Multi-State Addenda
EXHIBIT E	Financial Statements
EXHIBIT F	General Release (Sample Form)
EXHIBIT G	Commercial Promissory Note and Security Agreement
EXHIBIT H	Franchise Disclosure Questionnaire
EXHIBIT I	List of Franchisees
EXHIBIT J	Receipt

_____
Print Name

_____ _____
Signature Date

If signing on behalf of a corporation or other entity, please complete the following:

_____ _____
Name of Entity Title

[Keep this page for your records.]

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[Return this page to Family Financial Centers, LLC]