FRANCHISE DISCLOSURE DOCUMENT

FirstLight HomeCare Franchising, LLC
a Delaware limited liability company
7870 East Kemper Road, Suite 400
Cincinnati, Ohio 45249
(513) 766-8402
www.firstlighthomecare.com

As a FirstLight Home Care franchisee, you will operate a business that provides hands-on personal care, in home care assistance to individuals requiring companion care, dementia care and assistance with the activities of day- to-day life, including seniors and other adults. You may also provide supplemental staffing services for nursing homes, hospitals, assisted living facilities and other institutional settings as well as skilled nursing care, and other related products, material and equipment as approved by FirstLight Home Care.

The total investment necessary to begin operation of a FirstLight Home Care franchised business ranges from $113,300 to $199,400. This includes $55,000 that must be paid to the franchisor or its affiliate(s).

If you are an existing, independent, in-home care business and are converting your business to a FirstLight Home Care franchised business, the total investment necessary to do so ranges from $71,600 to $102,400. This includes up to $55,000 that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 our franchise administration department at 7870 East Kemper Road, Suite 400, Cincinnati, Ohio 45249 and (513) 766-8402.

The terms of your contract will govern your franchise relationship. Do not 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, N.W., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them. Issuance Date: March 22, 2023

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only FirstLight Home Care business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a FirstLight Home Care franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising Generally

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, or litigation only in Ohio. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Ohio than in your own state.

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

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

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

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

NOTICE REQUIRED BY THE STATE OF MICHIGAN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise Unit
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

TABLE OF CONTENTS

ITEM		PAGE
ITEM 1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2	BUSINESS EXPERIENCE	3
ITEM 3	LITIGATION	4
ITEM 4	BANKRUPTCY	4
ITEM 5	INITIAL FEES	4
ITEM 6	OTHER FEES	6
ITEM 7	ESTIMATED INITIAL INVESTMENT	12
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	17
ITEM 9	FRANCHISEE'S OBLIGATIONS	21
ITEM 10	FINANCING	22
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	25
ITEM 12	TERRITORY	34
ITEM 13	TRADEMARKS	36
ITEM 14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	38
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	38
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	39
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	40
ITEM 18	PUBLIC FIGURES	45
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS	45
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION	47
ITEM 21	FINANCIAL STATEMENTS	53
ITEM 22	CONTRACTS	54
ITEM 23	RECEIPTS	54

EXHIBITS

Exhibit A.	Financial Statements of FirstLight HomeCare Franchising, LLC
Exhibit B.	FirstLight Home Care Franchise Agreement (with State Specific Amendments) and Addenda
Exhibit C.	Operations Manual Table of Contents
Exhibit D.	Joint and Several Unconditional Guaranty
Exhibit E.	Non-Disclosure Agreements
Exhibit F.	FirstLight Home Care Web Site Listing Agreement
Exhibit G.	List of FirstLight Home Care Franchisees
Exhibit H.	State Administrators
Exhibit I.	Agents for Service of Process
Exhibit J.	Financing Documents
Exhibit K.	State-Specific Addenda
Exhibit L.	Sample General Release
State Effective Dates	Immediately preceding the Receipts Last Two Pages

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

To simplify the language in this franchise disclosure document ("Disclosure Document"), the terms "we", "us", "our", or "Franchisor" mean FirstLight HomeCare Franchising, LLC ("FirstLight Home Care"). The term "you" means the person buying the franchise. If you are a business entity, the term "you" also refers to all shareholders, members, partners, or other owners of the business entity.

The Franchisor and Any Parents, Predecessors, and Affiliates

We are a Delaware limited liability company. We were initially formed as an Ohio limited liability company on December 7, 2009, and converted to a Delaware limited liability company on December 8, 2020. The conversion was accomplished by a temporary merger with our affiliate, Cornerstone Franchise Group, LLC, into a newly-formed single-purpose entity, established for the purpose of effecting the merger and conversion. We emerged from the merger on December 8, 2020 as a continuation of the same entity.

We do business only under our corporate name and FirstLight Home Care. We maintain our principal place of business at 7870 East Kemper Road, Suite 400, Cincinnati, Ohio 45249. Except as described in the paragraph above, we have no predecessor. Our agents for service of process are listed in Exhibit I. If your state is not listed in Exhibit I, our agent for service of process is Glee McAnanly, CEO/President, FirstLight HomeCare Franchising, LLC, 7870 East Kemper Road, Suite 400, Cincinnati, Ohio 45249. We began offering franchises in March 2010 and do not offer franchises in any other line of business. We have never operated a business of the type being franchised.

We are a wholly owned subsidiary of Cornerstone Franchise Group, LLC, which shares our principal place of business. It has never offered franchises in any line of business and does not provide goods or services to our franchisees.

Our affiliate, Cornerstone Franchise Finance, LLC ("Cornerstone Finance"), offers limited transfer financing options to our franchisees (See Item 10). Cornerstone Finance shares our principal business address. Cornerstone Finance has never operated a business of the type you will operate and has never offered franchises in any line of business.

Description of FirstLight Home Care Business

As a FirstLight Home Care franchisee, you will operate a franchised business that provides hands-on personal care, in home care assistance to those requiring companion care, dementia care and assistance with the activities of daily living to seniors and other adults ("FirstLight Home Care Business"). You may also provide supplemental staffing services for nursing homes, hospitals, assisted living facilities and independent living communities and other institutional settings as well as skilled nursing care and other related products, material and equipment as approved by FirstLight Home Care.

The in-home care will be provided by caregivers that you will recruit, hire and train. These caregivers are your employees. The skilled nursing services described below will be provided by licensed professionals that you employ per applicable licensure and regulatory requirements.

If you desire to offer to your clients skilled nursing services, which include but may not be limited to medication management and administration, insulin injection, basic wound care, bowel and bladder services (to include ostomy and catheter care), feeding tubes, respiratory care, blood draw, and specimen collection ("Skilled Nursing Services") and state or federal law does not prohibit you from doing so, you must apply to us for our prior written approval, which we have the right to grant or deny. To be eligible to offer Skilled

Nursing Services you must have completed our health care solutions ("Health Care Solutions") training program for training in skilled care services, you must not have any uncured defaults under the franchise agreement, and you must comply with all federal, state and local laws and regulations, including obtaining all applicable licenses and permits. You and/or a qualified person designated by you, must have successfully completed our Health Care Solutions training program and must have satisfactorily completed a third-party accreditation program acceptable to us. You must follow the guidelines outlined in the FirstLight Home Care Policies and Procedures manual. You must also satisfy any other guidelines we establish to offer Skilled Nursing Services, including insurance requirements and we may require you to sign an amendment to the franchise agreement. We have the right to revoke our approval for you to offer Skilled Nursing Services if you fail or refuse to continue to meet any of these conditions.

The "FirstLight Home Care System" is made up of our uniform and distinctive methods, plans, standards, specifications and systems (as we may periodically modify) along with other special characteristics identified to the public by the trademarks, service marks, trade names, emblems, signs, slogans, insignia and copyrights that we designate to identify businesses operating according to the FirstLight Home Care System ("Marks"). The FirstLight Home Care System and Marks are the essence of our franchise and the foundation of our "Culture of Care".

As a FirstLight Home Care franchisee, you will be granted the right to use the FirstLight Home Care System and Marks in connection with operating a FirstLight Home Care Business at a specific location within a specified territory ("Franchised Area"). You will operate your FirstLight Home Care Business in accordance with the FirstLight Home Care franchise agreement (the "Franchise Agreement") and our standards and specifications. The Franchise Agreement is attached to this Disclosure Document as Exhibit B.

FirstLight Home Care Businesses currently have the option to sell personal emergency response systems and other electronic senior care products and services, including electronic medication reminders, and may include remote patient monitoring services. Our designated vendors will provide you these technology products and services.

Market and Competition

If you become a FirstLight Home Care franchisee, you will compete with already established businesses offering similar services, including some franchised systems, as well as local and regional independent firms, many of which may have been in business or operating for a significant period of time. You will also compete with independently operating service care providers. The market for senior home care is developed and competitive. You will also face other normal business risks that could have an adverse effect on your business. These may include industry developments, such as pricing policies of competitors, labor regulations, and supply and demand.

The market for the types of services that you will offer is underdeveloped today. The vast majority of care and services provided today, similar to the types of care and services that a FirstLight Home Care franchisee provides, is provided by family members. In those circumstances where care or services are not provided by a family member, the market is highly fragmented as a result of local, independent companies and caregivers providing services to meet today's market demand. The provision of services by FirstLight Home Care franchises is a year-round business.

Laws or Regulations Applicable to the FirstLight Home Care System

A FirstLight Home Care Business is subject to numerous state and federal laws and governmental regulations that apply to businesses generally, including, for example, the Fair Labor Standards Act which

requires, among other things, that employees are compensated for overtime worked. Before you sign the Franchise Agreement, you should check on the existence and the requirements of such laws and regulations in your area. There may also be laws and regulations governing the provision of companion care, personal care services and Skilled Nursing Services and providers of these services, including customer and data privacy laws, and requirements for attaining licenses, accreditations or certifications may apply. States may require licensure for providing companion care and/or personal care services. If you will offer Skilled Nursing Services, you must comply with all applicable state licensing requirements in order to offer such services. At the time of your franchise inquiry, we will provide you with non-legal guidance, such as suggested web sites and other resources, regarding licensure requirements in the state in which you plan to operate your FirstLight Home Care Business, however this guidance is not legal advice, and you will need to consult an attorney regarding the laws and regulations that may apply to your FirstLight Home Care Business.

ITEM 2
BUSINESS EXPERIENCE

Member of Board of Managers/Founder: Bernard B. Markey
Mr. Markey, a private investor based in Summit, New Jersey, has served as a Member of our Board of Managers since our formation in December 2009. He has also served as Co-Managing Partner of Navigator Partners, LLC, located in Summit, New Jersey, since October 2006.

Member of Board of Managers/Founder: William H. Stewart, Jr.
Mr. Stewart, a private investor based in Summit, New Jersey, has served as a Member of our Board of Managers since our formation in December 2009. He has also served as Co-Managing Partner of Navigator Partners, LLC, located in Summit, New Jersey, since October 2006.

CEO/President: Glee McAnanly
Ms. McAnanly has served as our CEO/President since February 2021. She has also served as our Chief Operating Officer since July 2020. Prior to joining us, Ms. McAnanly served as Chief Development Officer and Vice President of Franchise Excellence at ServiceMaster Brands, located in Memphis, Tennessee, from April 2019 to July 2020. From January 2017 to July 2020, she served as Vice President of International and Franchise Relations with ServiceMaster Brands. From July 2014 to December 2016, Ms. McAnanly was Vice President of Operations – ServiceMaster Restore/ServiceMaster Clean for ServiceMaster Brands.

Chief Operating Officer: Mark Vanase
Mr. Vanase has served as our Chief Operating Officer since March 2023. Previously, Mr. Vanase served as our Executive Vice President, Business Development and Field Support from April 2021 to March 2023. Prior to joining us, Mr. Vanase served as Vice President, North American Operations with ServiceMaster Restore, located in Memphis, Tennessee, where he held multiple roles from July 1996 to April 2021.

Vice President of Strategy: Kerri Pendley
Ms. Pendley has served as our Vice President of Strategy since December 2020. Previously, Ms. Pendley served as our Executive Director of Healthcare Strategy and National Alliances from January 2018 to December 2020. Prior to joining us, Ms. Pendley served as Regional Director for SunCrest Healthcare, located in Phoenix Arizona, from January 2016 to January 2018.

Vice President of Business Development and Process: Jeff Goebel
Mr. Goebel has served as our Vice President of Business Development and Process since January 2016. Since November 2014, Mr. Goebel has also served as our Director of Business Development and Team Support–Eastern U.S. Mr. Goebel has also served as the owner and President of Diverse Tooling, Inc., located in Plymouth, Wisconsin, since January 2008, and as the President of Beverly Real Estate Management, LLC, located in Sheboygan, Wisconsin, since November 2006.

Vice President, Business Development and Field Support: Terri Zimmer
Ms. Zimmer has served as our Vice President, Franchise Support since February 2020. Previously, she served as our Director of Business Development and Team Support – South Central U.S., based in Houston, Texas, from October 2017 to February 2020. Ms. Zimmer was a franchisee and the Executive Vice President of 12 Comfort Keepers offices spanning five states from January 2008 to October 2017. While serving at Comfort Keepers, Ms. Zimmer was based in Baton Rouge, Louisiana.

Executive Director, Marketing and Branding: Kimbrough Taylor
Mr. Taylor has served as our Executive Director of Marketing and Branding since October 2021. Prior to joining us, Mr. Taylor served as Sr. Manager of Digital Marketing and Strategic Initiatives for ServiceMaster Brands, located in Memphis, Tennessee, where he held multiple roles from July 2018 to October 2021. Prior to this, Mr. Taylor was a Digital Strategist for Wunderman Memphis from August 2016 through July 2018 in Memphis, Tennessee.

Executive Director, Franchise Development, Frank Todisco
Frank Todisco has served as our Executive Director of Franchise Development since April 2022. Prior to joining us he was the Sr. Director, Strategic Sales for ServiceMaster Brands from December 2017 to April 2022 located in Atlanta, Georgia, and prior to this role he was an Area Manager for ServiceMaster Clean from February 2016 to December 2017 located in Memphis, Tennessee.

Controller, Ryan Zoellner
Mr. Zoellner has served as our Controller since June 2022. Prior to joining us he was the Chief Financial Officer for Schoedinger Funeral and Cremation Service from July 2017 to June 2022 located in Columbus, Ohio.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

FirstLight Home Care Franchise

You will pay to us an initial franchise fee in the amount of $50,000 when you sign the Franchise Agreement for a Franchised Area of approximately 250,000 residents. If, at the time you sign the Franchise Agreement, your Franchised Area contains more than 250,000 residents, you must pay us an additional area fee of $275

for all or part of every additional 1,000 people in your Franchised Area ("Additional Area Fee"). The initial franchise fee is considered fully earned and non-refundable when paid.

Training Fee

You must pay a $5,000 Training Fee when you sign the Franchise Agreement. We will not charge a Training Fee for transfers, renewals or Franchised Area expansions. This amount is considered fully earned and non-refundable when paid.

Additional FirstLight Home Care Franchises

If you are an existing FirstLight Home Care franchisee, in good standing and entering into a new franchise agreement for another FirstLight Home Care Business, we are currently offering discounts off of the applicable initial franchise fees. The initial franchise fees for additional franchises are as follows:

Additional Franchises:	**Discount:**	**New Discounted Initial Franchise Fee:**
2nd Additional Franchise	15% = $7,500	$42,500
3rd Additional Franchise and more Additional Franchise	20% = $10,000	$40,000

Conversion of Existing Business to a FirstLight Home Care Franchise

If you currently operate an independent, in-home care business that you would like to convert into a FirstLight Home Care Business, and we are willing to allow you to convert your business into a FirstLight Home Care Business, you will sign the Franchise Agreement as well as the Conversion Addendum. We may, but are not obligated to, reduce the initial franchise fee for conversion franchisees, based on, among other factors, the length of time the business has been in operation before converting into a FirstLight Home Care Business, the historical earnings of the business, and the market in which the business operates. The initial franchise fee is due in full at the time you sign the Franchise Agreement with Conversion Addendum and is not refundable. If you qualify, our affiliate Cornerstone Finance may finance a portion of your initial franchise fee, as discussed in Item 10.

Franchisees who are honorably discharged veterans of U.S. military service.

New franchisees who are honorably discharged veterans of U.S. military service will be provided a discount in the amount of $7,500 from the standard amount of the initial franchise fee of $50,000 for their first FirstLight Home Care Business. This is known as our **VetFran Discount**. If you are a veteran, we thank you for your service. If you desire to obtain the discount, you must provide us with a copy of your discharge papers. The reduced amount of the fee will be reflected in an Addendum to the Franchise Agreement. The discount will apply only to your first franchise agreement. This discount does not apply to renewals or transfer of ownership.

Referral Program

We currently offer a program by which we provide a referral bonus to existing franchisees who refer to us a prospect that signs the Franchise Agreement (a value of up to $5,000). We may change or discontinue the program at any time. Franchisees who receive financial incentives to refer franchise prospects to us may be required to register as franchise brokers under the laws of the state of Washington. While we welcome referrals from franchisees as evidenced by the referral fee, the role of franchisees who refer prospects to us

ends with the referral (i.e. they do not have the authority to bind us to any agreement, to negotiate on our behalf or to make any representation or accept funds on our behalf).

Except as described above, initial fees are uniformly imposed, and are non-refundable.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Active Fees			
Royalty (See Note 1)	During months 1-3: 5% of Gross Revenues received. During months 4 and going forward: 5% of Gross Revenues received, or a Royalty based upon the Minimum Performance Standard Gross Revenue amount, whichever is greater.	Monthly on or before the 10th day of the following calendar month.	Amounts are payable to us.
Payment to National Advertising Fund (See Note 2)	The greater of 1% of Gross Revenues received per month. We reserve the right to increase the National AdvertisingFund contribution requirement, but to an amount not to exceed 2% of Gross Revenues.	Monthly on the same date when royalties are due.	Amounts are payable to us or our designee.
Basic Operating Platform, Cost of Basic Operating Systems (See Note 3)	Beginning the earlier of 120 days after execution of the Franchise Agreement, attendance at Flight School or when you begin to use the Platform, you will pay a monthly feeof $195 to reimburse us for certain required systems.	Monthly on or before the 10th day of the following calendar month.	Amounts are currently payable to us.
Client Management Software (CMS) Fee (See Note 4)	Currently between $7and $9 per active client per month with a $200/month minimum.	Monthly on or before the 10th day of the following calendar month or as designated by the third party provider.	Amounts are currently payable to us and/or a third party provider.

Type of Fee	Amount	Due Date	Remarks
Local Marketing, Advertising and Promotion See Note 5)	Greater of a minimum of $1,500 or 2% of Gross Revenues (may include internet marketing below).	Monthly	Amounts are payable to digital marketing preferred provider partners, to print media and others.
Regional Advertising Cooperative (See Note 6)	As determined by the cooperative members.	As determined by the cooperative members.	Amounts are payable to the cooperative. There is no limit on the contribution as the amount would be determined by the cooperative members.
Internet Marketing (See Note 7)	Currently, $750 Search Engine Marketing (SEM)/Pay-per-Click (PPC)).	Monthly	Amounts are payable to our approved digital marketing provider, or to the vendor of your choice.
Client Satisfaction Survey Fee	All costs of conducting client and/or caregiver satisfaction surveys. Currently up to $32 per survey with monthly minimums between $32-$195/month depending on number of clients.	Immediately on invoice as conducted quarterly.	Amounts are payable to us or a third party supplier.
Transactional Fees			
Additional Area Fee	$275 for all or part of every additional 1,000 people added to your Franchised Area.	At the time the Franchised Area is modified.	Payable if you want to increase the size of your Franchised Area Amounts are payable to us.

Type of Fee	Amount	Due Date	Remarks
Renewal Fee (See Note 8)	$7,500 payable at the time of renewal. In addition, if at the time of renewal, your Franchised Area contains more than 250,000 residents, you also must pay us the Additional Area Fee.	Before effectiveness of renewal.	Amounts are payable to us.
Transfer Fee (See Note 9)	$10,000 payable at the time of transfer. In addition, if at the time of transfer, your Franchised Area contains more than 250,000 residents, you also must pay us the Additional Area Fee.	Before effective date of transfer.	Amounts are payable to us when you sell your franchise or your franchise is otherwise transferred.
Resale Referral Fee (SeeNote 10)	Up to $10,000.	Upon successful closing of your transfer transaction if your buyer was introduced to you by FirstLight Home Care.	Amounts are payable to us.
Tuition fees for additional training (See Note 11)	Currently ranges from $500 to $1,000 per attendee.	On receipt of invoice, prior to attending training.	Amounts are payable to us.
Advice andConsultation Fee - these may be in person, and/or via phone or video call	150% of the total visit expenses for staff members for visits which we deem to be beyond a reasonable number.	Immediately on invoice.	Amounts are payable to us. We will generally make 2 business consultations each year.
Brand Protection Fees			
Sales Reports (See Note 12)	$500 for any month, or portion of any month, that we do not have access through your computerized system to your sales reports.	On the 10th of each month and on receipt of invoice.	Amounts are payable to us.

Type of Fee	Amount	Due Date	Remarks
Late Payment Fee (See Note13)	The lesser of 18% annual rate of interest, or the maximum amount permitted by law, for the period from the payment due date until the actual date of payment on all late payments, plus any costs for collection and up to a $500 late fee for any payment not received on the due date.	At time of late payment or earlier on demand.	Amounts are payable to us.
Attorneys' Fees and Disbursements, Accounting Fees and Disbursements and Court Costs	Prevailing party in a dispute between us under the Franchise Agreement is entitled to recover its expenses, including attorneys' fees and disbursements, accounting fees and disbursements, and court costs.	On receipt of invoice.	Amounts are payable to us and third parties (only if we prevail).
Audit Fee (See Note 14)	Costs and expenses (including attorneys' and accountants' fees) of audit finding understatement of Gross Revenues of at least 2%.	Immediately on invoice.	Amounts are payable to us and third parties.
Indemnification of FirstLight HomeCare Franchising for Expenses of Claims	The amounts of all losses and expenses that we incur in connection with legal actions arising out of your ownership, operation, construction or improvement of your FirstLight Home Care franchise.	On receipt of invoice.	Amounts are payable to us.

Except for payments to third parties and as provided above or in the following notes, the fees and payments listed above are uniformly imposed, payable to and collected by us. These fees and payments are nonrefundable.

There are no purchasing or distribution cooperatives to be disclosed in this Item.

Note 1: Royalty Fee: The term "Gross Revenues" is defined as the amount of payments you receive for all sales of services provided and products sold by you in connection with your FirstLight Home Care Business, whether for cash or on a charge, credit or time basis, deducting all refunds and discounts made to clients in good faith and in accordance with our policies, and any sales or excise taxes which are separately stated and which you may be required to and do collect from clients and pay to any federal, state or local taxing authority.

Royalty fee payments begin on the earlier of (a) the first month during which the Franchisee provides services as a FirstLight Home Care Business; or (b) 6 months from the effective date of the Franchise Agreement. All royalty fees are due and payable to us on or before the 10th day of each calendar month based on the Gross Revenues of the franchised FirstLight Home Care Business for the preceding calendar month.

If the total of the monthly royalty fee payments due to us do not meet or exceed the Minimum Performance Standard set forth in Section 4 of Schedule A of the Franchise Agreement, then you must instead pay to us a royalty fee in an amount equal to 5% of the Minimum Performance Standard. The "Minimum Performance Standard" is described below.

Number of Months Franchised Business in Operation	**Minimum Performance Standard** *(Gross Revenue Amount per month)*	**Corresponding Royalty Fee** *(based upon Minimum Performance Standard Gross Revenue amount per month)*
0-3	$0	$0
4-15	$5,000	$250
16-34	$19,750	$988
35-57	$46,450	$2,322
58-81	$69,675	$3,483
82 and beyond (including any renewal terms)	$77,400	$3,870

The Minimum Performance Standard is not intended nor shall it be construed as a representation about the financial potential earnings from operating a FirstLight Home Care Business.

If you sign a Conversion Addendum, FirstLight Home Care may reduce the Royalty Fee payable during a period of up to your first 24 months of operation, based upon, among other factors, the Gross Revenues of your existing business during the 12-month period immediately preceding the effective date of your Franchise Agreement, the market in which your existing business is located, and the base hours per week your existing business derived from in-home services during the 12-month period immediately preceding the effective date of your Franchise Agreement.

Note 2: National Advertising Fund Contribution: We have established a national advertising fund ("National Advertising Fund") for the benefit of FirstLight Home Care Businesses. You must contribute to the National Advertising Fund an amount equal to the greater of 1% of your monthly Gross Revenues. We have the right to increase the National Advertising Fund contribution requirement, but to an amount not to exceed 2% of your Gross Revenues.

Note 3: Basic Operating Platform: Currently you must reimburse us for the following required systems at $195/month. This fee may vary in the future. This fee includes:

2 Google Suite
Access to FirstConnect
One Quickbook Desktop Subscription
One Right Networks Connection

Note 4: Client Management Software: You must also pay a monthly fee to use client management software licensed to you by us and/or approved providers (the "Client Management Software (CMS) Fee"), which includes scheduling, staffing and client management components to assist you in managing your FirstLight Home Care Business. The CMS fee currently ranges from between $7 to $9 per active client per month with a $200/month minimum.

You are required to enter into agreements (including agreements with us or providers) we designate or prescribe in connection with these requirements. FirstLight reserves the right to require additional or

different brands of technology, hardware and software as technology, third party providers, market conditions, opportunities and payor requirements change. These fees may increase or decrease in the future.

Note 5: Local Marketing, Advertising and Promotion: You must spend at least $1,500 or 2% of your Gross Revenues (whichever is greater) each month on local marketing, advertising and promotional activities to promote your FirstLight Home Care Business. We may increase the local marketing requirement annually during the term of the Franchise Agreement, by an amount not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor Bureau of Labor Statistics ("CPI Percentage Increase") from the date you sign a Franchise Agreement with respect to the first increase, and since the date of the immediately preceding increase with respect to any subsequent increases. You should expect to spend between 7% and 15% of Gross Revenues during your startup phase to build awareness in your community and create an inventory of marketing staples such as banners, tablecloths and other reusable items.

Note 6: Regional Advertising Cooperative: Currently, there are no markets across the FirstLight Home Care network that have created regional advertising cooperatives. We continue to reserve the right to designate regions or markets for the purpose of establishing a regional advertising cooperative. If established, each cooperative is free to adopt its own by-laws and will be self-administered by the members of the cooperative, who will receive one vote per FirstLight Home Care Business. While we have no current plans to do so, if we operate a company owned FirstLight Home Care Business within an area with a regional advertising cooperative, we will vote and participate in the regional advertising cooperative on the same basis as franchisees. You must contribute to the cooperative in amounts determined by the cooperative, which will be in addition to the National Advertising Fund contribution requirement and the local marketing requirement. There is no limit on the contribution as the amount would be determined by the cooperative members. Payments for your participation in the regional advertising cooperative may be payable to us or our designee along with your royalty fee payments, if the cooperative franchise members request our involvement for collections.

Note 7: Internet Marketing: In addition, you must engage in the internet marketing activities we prescribe in the Operations Manual or otherwise in writing to increase the web presence of your FirstLight Home Care Business in the Franchised Area. Internet marketing activities will include purchasing web positioning placements (SEM/PPC) from your first month of operations onward. Although we have approved vendors for these services, you may use the vendor of your choice, provided that you spend no less than the minimum amount we prescribe (which will be no more than our approved vendor's then-current rates). If you choose an alternate vendor, that vendor will not have access to certain FirstLight Home Care specific systems and/or information used by our approved vendors. We anticipate that the cost for required internet marketing will be a minimum of $750 per month.

Note 8: Renewal Fee: Among the other conditions of our approval of a request by you to renew your franchise, you must pay to us a renewal fee of $7,500 (plus the Additional Area Fee, if applicable) before your renewal will be effective.

Note 9: Transfer Fee: Among the other conditions of our approval of a proposed transfer of your franchise, you or your transferee must pay to us a transfer fee of $10,000 at the time of transfer, before the transfer is effective. The transfer fee is not required when the transfer is to a corporation or other business entity formed by the franchisee solely for the convenience of ownership so long as ownership percentages do not change. Transfers to a member of the franchisee's immediate family are subject to transfer fees. You also must pay us the Additional Area Fee, if appliable.

Note 10: Resale Referral Fee: If you sell your FirstLight Home Care Business and we introduce to you, subject to applicable law, a qualified lead who closes the sale of your FirstLight Home Care Business with

you and signs a Franchise Agreement with us, we will charge you a Resale Referral Fee of up to $10,000. A "sale" means a sale of the Franchise Agreement or all or substantially all of your rights under the Franchise Agreement or any ownership interest in you. A qualified lead may be an existing FirstLight Home Care franchisee or a third-party candidate that meets our criteria for franchisees.

Note 11: Tuition Fees for Initial Training: You must pay the tuition and fees we establish occasionally for ongoing training, Flight School or any subsequent training program, including any individual assuming the role of manager in the future.

Note 12: Sales Report Fee: We have the right to obtain all information regarding your sales, including your Gross Revenues, through electronically accessing information in your computerized system. You must pay to us a fee of $500 for any month, or portion of any month, that we do not have access to these sales reports through your computerized system.

Note 13: Late Payment Fee: You must pay a late charge equal to the lesser of an 18% annual rate of interest, or the maximum amount permitted by law, for the period beginning on the date payment is due through the date the past due amounts are paid on all amounts of whatever nature which are past due to us from you. In addition, you must reimburse us for all of our costs of collection, and you must pay to us up to a $500 late fee for any payment not received on the date due.

Note 14: Audit Fee: In the Franchise Agreement, we reserve the right to audit your books, records and tax returns at any reasonable time. That audit is at our expense unless it discloses that you have understated your Gross Revenues by more than 2% or more for the period covered by the audit. In that event, you must immediately reimburse us for the cost of the audit.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

ITEM	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (See Note 1)	$50,000	Lump sum	At signing of Franchise Agreement	FirstLight Home Care
Training Fee (See Note 1)	$5,000	Lump sum	At signing of Franchise Agreement	FirstLight Home Care
Travel and Training Expenses (See Note 2)	$2,050 to $3,550	Lump sum	As arranged by you	Airlines, Hotels, Restaurants &Car Rental
Business Premises (See Note 3)	$0 to $3,300	As incurred	Before beginning operation	Landlord
Start-Up Supplies and Inventory (See Note 4)	$300 to $900	As incurred	Before beginning operation	Approved Suppliers

ITEM	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Employment Screening (See Note 5)	$275 to $360	As incurred	As incurred	Employment ScreeningCompany
Equipment, Signage, Graphics (See Note 6)	$250 to $2,450	Lump sum	Before opening	Approved Suppliers
Marketing, Advertising and Promotions (See Note 7)	$4,500	As incurred	On receiptof invoice	Print Media, Web Marketing andOthers
Grand Opening Marketing (See Note 8)	$10,000	As incurred	During first 3-4 months after opening	Media, Other Suppliers
Other Paid Expenses (See Note 9)	$5,300 to $7,600	Lump sum	Before opening	Telephone and Utility Companies/Attorney/ TechnologyServices Suppliers
Business Permits, Licenses and Fees (See Note 10)	$0 to $5,000	Lump sum	Before opening	Government Entities
Insurance as required under Section 7.16 of the Franchise Agreement (See Note 11)	$6,700 to $18,000	Lump sum	Before opening	Insurance Company orCompanies
Computer Equipment (See Note 12)	$2,500 to $4,000	As incurred	Before opening	Approved Suppliers
Additional Funds: 3 to 6 Months (See Note 13)	$38,000 to $85,000	As incurred	As incurred	Various Suppliers, Employeesand Others
TOTALS	$124,375 to $199,660			

NOTES:
All figures in Item 7 are estimates only. Actual amounts will vary for each franchisee and each location depending on a number of factors. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. Generally, none of the amounts presented in this Item 7 are refundable.

Note 1: The initial franchise fee and Training Fee are payable by you to us in a lump sum when you sign the Franchise Agreement and are non-refundable. As disclosed in Item 10 of this Disclosure Document, FirstLight Home Care does not provide financing of the initial franchise fee.

Note 2: The range of estimates presented above reflects that transportation expenses will vary according to the distance, mode of transportation and market for airline transportation. The estimates of travel, lodging and meal expenses set forth above assume that two people will attend the 5-day New Owner Training.

Depending on availability, you may send additional employees to the initial training program. Currently we do not charge a tuition fee for the initial training program; however, we reserve the right to charge a tuition fee in the future. If we do so, your additional employees may attend the initial training program on payment of such tuition fees we may establish. These amounts would not be not refundable.

Note 3: Your selection of the premises for your FirstLight Home Care Business will be subject to the prior written approval of FirstLight Home Care. We may approve a home-based location as a designated premises for your FirstLight Home Care Business for up to 1 year following the effective date of the Franchise Agreement. If you initially operate from a home-based location your cost may be zero or minimal for this time period.

If you lease real estate for your FirstLight Home Care Business, you may incur some buildout expenses. Depending on the terms of your lease, you may also incur real estate broker fees, prepayment of the last month's rent, common area maintenance fees, operating fees and other expenses charged by the landlord. Landlords generally require a security deposit of at least one month's rent. Your premises will be used mainly for caregiver recruitment and training and as a general office space; typically you will not see clients at your location. We recommend that you allocate a minimum of 600 to 800 square feet for your FirstLight Home Care Business. The estimate in the table includes rent for the first 3 to 6 months of operations. Your rent will likely vary based on the size and location of your office space. All forms of rent are generally paid to the landlord on a monthly basis and are not refundable.

Note 4: The range of estimates provided above is for items such as business cards, letterhead, envelopes and apparel for you and your staff. These amounts are not refundable.

Note 5: Background checks and drug screening must be performed on all employees of your FirstLight Home Care Business and the report information provided by these checks must be acceptable under the guidelines provided in the Operations Manual. You must pay for the employment screenings (typically $17 to $140 per employee) and employee drug screening (typically $3 to $15 per employee). You must be the direct employer of all your employees. The estimate of screening cost provided here is based on screening being performed for all employees hired during the first 3 to 6 months of operation, which is estimated to be between 6 to 12 individuals. These amounts are not refundable. In addition, some franchisees chose to participate in a third-party applicant tracking system, which can range $675 to $1,000 per year.

Note 6: The range of estimates provided above is for office equipment, signage, and furniture for use in your FirstLight Home Care Business, such as desks, desk chairs, and credenzas for you and your staff. You are not obligated to display advertisements on vehicles used by your FirstLight Home Care Business. The high end estimate above includes the cost of having one full vehicle wrap being purchased in accordance with brand standards. These amounts are not refundable.

Note 7: Media advertising expenses can vary considerably from area to area based on the size of the Franchised Area, the types of media available and other factors. Media advertising includes such mechanisms as print brochures, networking materials, all networking activities, and internet marketing activities during your first three months of operation. Media advertising expenses can vary considerably from area to area based on the size of the Franchised Area, the types of media available and other factors. These amounts are generally not refundable.

Note 8: Marketing and advertising expenses related to the grand opening can vary considerably from area to area based on the size of the Franchised Area, the types of media available and other factors. You must spend $10,000 on promoting and conducting the grand opening event for your FirstLight Home Care Business. Grand opening marketing and advertising expenses are generally not refundable. A grand opening

"launch event" is critical to building awareness for key referral sources in your market area. This event usually takes the form of a social gathering/networking event in a local hotel, office complex, healthcare facility or chamber of commerce meeting room for a 2-3 hour period within the first 3 to 4 months of your Opening Date. Invitations, facility rental, marketing, advertising, light food and beverages are the primary expenses projected for this event.

Note 9: The estimates presented above include the cost of utilities, security deposits, phone deposits, prepaid expenses, and professional expenses associated with opening your FirstLight Home Care business. Some of your deposits may be refundable to you at a later time. This estimate also includes the fees (during the first three (3) months of operation) associated with services you may be required to utilize for an online learning management system, EHR, and client management software. We estimate the professional fees (legal and accounting) will range from $3,000 to $5,000 per year.

Note 10: The above estimate includes the cost and fees payable to governmental entities for business licenses and permits. These costs and fees will vary depending on the location and size of your first light business, and are payable to the governmental entity requiring payment of such fees, generally before opening. You must comply with all federal, state and local statutes, ordinances and regulations affecting the conduct of your FirstLight Home Care Business, which may be required per your state licensure structure. These costs and fees are not refundable.

Note 11: Insurance costs may vary in different localities. The estimate is for one year of liability insurance coverage, including non-owned automobile coverage. With respect to your employees, you may incur expenses for workers' compensation insurance. We are unable to estimate amounts that you may be required to spend for workers' compensation insurance, but we anticipate that the cost of workers' compensation would be covered by the "Additional Funds" estimate. (See Note 13 below). The requirements and rates vary widely from place to place. We reserve the right to require you to obtain additional types of insurance and coverages, as provided under the Franchise Agreement. See Item 8 of this Disclosure Document for additional information regarding required insurance coverage. These costs are not refundable.

Note 12: The estimates presented above include two computers, tablets or laptops, a single printer, web access software and monthly licensing fee for your use of office productivity tools such as Microsoft Office. These costs and fees are not refundable.

Note 13: This is an estimate only of the range of initial start-up and operating expenses that you may incur. These expenses include initial caregiver estimated labor costs, repairs and maintenance, utilities and supplies, and added general overhead costs, among others, based on your decisions. The actual amount of additional funds that you will need depends on a variety of factors, including your own management skill, economic conditions, competition in your area and other factors. The estimate is for a period of 3 to 6 months. The estimate of additional funds does not include any allowance for an owner's draw. The estimate of additional funds is based on our management's experience but no assurance can be given that these estimates are accurate for any particular franchisee. These amounts are generally not refundable.

Franchise Agreement with Conversion Addendum

ITEM	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (See Note 1-A)	Up to $50,000	Lump sum	At signing of Franchise Agreement	FirstLight Home Care
Training Fee (See Note 1-A)	$5,000	Lump sum	At signing of Franchise Agreement	FirstLight Home Care
Travel and Living Expenses While Training (See Note 2-A)	$2,050 to $3,550	Lump sum	As arranged by you	Airlines, Hotels, Restaurants & Car Rental
Start-Up Supplies, Inventory (See Note 3-A)	$300 to $900	As incurred	Before beginning operation	Approved Suppliers
Equipment, Signage, Graphics (See Note 4-A)	$250 to $2,450	Lump sum	As negotiated	Approved Suppliers
Marketing, Advertising and Promotions (See Note 5-A)	$4,000 to $5,500	As incurred	On receipt of invoice	Print Media, Web Marketing and Others
Grand Opening Marketing (See Note 6-A)	$10,000	As incurred	Within the first 3-4 months after conversion	Media, Other Suppliers
Additional Working Capital	$0 to $25,000			
TOTALS	$71,600 to $102,400			

NOTES:

All figures in Item 7 are estimates only. Actual amounts will vary for each franchisee and each location depending on a number of factors. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. Generally, none of the amounts presented in this Item 7 are refundable.

Note 1-A: The initial franchise fee and Training Fee are payable by you to us in a lump sum when you sign the Franchise Agreement and are non-refundable. If you qualify, our affiliate Cornerstone Finance may finance a portion of your initial franchise fee.

Note 2-A: The range of estimates presented above reflects that transportation expenses will vary according to the distance, mode of transportation and market for airline transportation. The estimates of travel, lodging and meal expenses set forth above assume that two people will attend the 5-day Flight School Training. Depending on availability, you may send additional employees to the initial training program. Currently, we do not charge tuition fees for Flight School Training. If we do establish tuition fees, your additional employees would be able to attend upon payment of such tuition fees as FirstLight Home Care may establish

occasionally for these additional persons attending the initial training program. If established, these amounts would not be refundable.

Note 3-A: The range of estimates provided above is for items such as business cards, letterhead, envelopes and apparel for you and your staff. These amounts are not refundable.

Note 4-A: You are not currently obligated to display advertisements on vehicles used by the FirstLight Home Care Business, and if no such advertising is utilized the cost is zero. However, if you elect to advertise on a vehicle, the high end of the cost estimate range includes the cost of having one full vehicle wrap being purchased in accordance with brand standards.

Note 5-A: Media advertising expenses can vary considerably from area to area based on the size of the Franchised Area, the types of media available and other factors. These amounts are generally not refundable. Media advertising includes such mechanisms as print brochures, networking materials, all networking activities, and internet marketing activities.

Franchisees who are purchasing existing FirstLight Home Care businesses can finance part of the initial working capital. However, as disclosed in Item 10 of this Disclosure Document, FirstLight Home Care does not offer financing for any of the initial franchise fee disclosed in this Item 7. (See Items 5 and 10 of this Disclosure Document.)

Note 6-A: Marketing and advertising expenses related to the grand opening can vary considerably from area to area based on the size of the Franchised Area, the types of media available and other factors. You must spend $10,000 on promoting and conducting the grand opening event for your FirstLight Home Care Business. Grand opening marketing and advertising expenses are generally not refundable. A grand opening "launch event" is critical to building awareness for key referral sources in your market area. This event usually takes the form of a social gathering/networking event in a local hotel, office complex, healthcare facility or chamber of commerce meeting room for a 2-3 hour period within the first 3 to 4 months of your Opening Date. Invitations, facility rental, marketing, advertising, light food and beverages are the primary expenses projected for this event.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to maintain the FirstLight Home Care image, and ensure consistent implementation of our System and Marks, all services, products, equipment, software, forms, marketing materials, signs and image apparel and other supplies you use in the establishment and operation of your FirstLight Home Care Business must meet our specifications, as we periodically establish them. In addition, you may only offer services, and use products, supplies and equipment, we authorize, and you must provide the services in accordance with our requirements, as established periodically. The Franchise Agreement and Operations Manual describe these obligations in order to maintain the identification of FirstLight Home Care business by the public, to preserve and enhance the goodwill associated with the FirstLight Home Care image, and to fulfill the expectations of our customers.

Occasionally, we may issue specifications and standards for services and goods to our franchisees and/or Approved Suppliers. If and when we do this, such specifications and standards will be issued in writing and will be transmitted to our franchisees and Approved Suppliers by regular mail and/or e-mail communication. Specifications may include minimum standards for quality, performance, appearance, size, color, fitness for purpose, design, material, cleanliness, compliance with governmental regulations, trademark and service mark requirements, and other characteristics. The specifications and standards required for operation of your FirstLight Home Care Business will be provided to you in the Operations

Manual and other written notices that we provide to you. We have the right to modify specifications and standards by sending you written revisions of the specifications and standards.

Items Which Must Be Purchased From a Designated Supplier

We are the sole designated supplier to FirstLight Home Care franchisees of the license rights for the software platform to be utilized by you in your FirstLight Home Care Business. You must obtain and maintain the computer hardware and Internet access we prescribe, which must enable you to fully use and communicate with our designated software platform and to otherwise efficiently operate your FirstLight Home Care Business in the manner we prescribe. Presently, you may purchase required computer hardware and Internet access from the vendor(s) of your choice.

We are the sole designated supplier to FirstLight Home Care franchisees of the Client Care Agreement and other designated forms used in your FirstLight Home Care Business.

Other than as disclosed above, you are not required to purchase or obtain items or services from us, our affiliates, or designated suppliers. There may be multiple sources available to you from which you can obtain the items and services described above.

Approved Suppliers

You must purchase certain supplies, services, products, equipment, software, forms, marketing materials, signs and image apparel only from those suppliers which are approved by us ("Approved Suppliers"). A complete list of all supplies, services, products, equipment, software, forms, marketing materials, signs and image apparel which you must purchase from Approved Suppliers will be provided to you on your execution of the Franchise Agreement. We continually review and evaluate suppliers and approve those who are able to meet the standards and specifications we provide to them. Standards and specifications are communicated and amended by us to our suppliers verbally or in writing. In order to ensure high customer service to our franchisees, Approved Suppliers must possess adequate quality controls and have the capacity to supply the needs of our franchisees promptly and reliably.

You may propose a prospective supplier to us and our review of such proposed supplier is at our discretion. We reserve the right to limit the number of Approved Suppliers for purposes of efficiency and effective buying power. We may also amend the Approved Suppliers list periodically at our discretion pursuant to the procedures set forth in Section 7.8 of the Franchise Agreement and based on our evaluation of product quality, the proposed supplier's financial capacity, business reputation, and other information. If the list is amended or if we revoke approval of an Approved Supplier, we will communicate to you the amended list of Approved Suppliers. We reserve the right to revoke our approval of any supplier on the supplier's failure, as we determine, to continue to meet our criteria and specifications. You must reimburse us for all of our costs and expenses that we incur in connection with any examination, testing and inspection of a new supplier proposed by you. Except for confidential and proprietary specifications, our criteria for supplier approval are available to our franchisees.

In addition to the required purchases described above, you are obligated to obtain and maintain, at your own expense, the insurance coverage that we require, and you must meet the other insurance-related obligations set forth in the Franchise Agreement. Under the Franchise Agreement, you must maintain by advance payment of premium the following insurance coverages:

POLICY TYPE	**COVERAGE AMOUNT**
General Liability (Note 2)	$1,000,000 Per Occurrence $3,000,000 Aggregate

POLICY TYPE	COVERAGE AMOUNT
Professional Liability (Note 3)	$1,000,000 Per Occurrence $3,000,000 Aggregate
Hired/ Owned and Non-Owned Autos (Note 4)	$1,000,000 Per Accident
Sexual Abuse (Note 5)	$500,000 Per Occurrence
Employment Practices Liability (Note 6)	$500,000 Per Occurrence
Cyber Liability (Note 7)	$500,000 Per Occurrence
3rd Party Crime Insurance (Note 8)	$25,000 Minimum
Property Insurance Coverage (Note 9)	Limit to cover all business personal property
Workers Compensation (Note 10)	Statutory Limits
Umbrella Coverage (GL/PL/AL/EL) (Note 11)	$1,000,000

NOTES:

Note 1: No deductible or self-insured retention on any policy may be greater than $5,000, except for employment insurance. We may require other amounts of coverage and self-insurance as we may specify in the operations manual, insuring you against any liability that may accrue by reason of the operation by you of the FirstLight Home Care Business. You must procure any additional insurance required within 30 days after receipt from us of written notice of additional requirement.

All policies of insurance to be maintained by you must contain a separate endorsement naming FirstLight HomeCare Franchising, LLC as an additional insured and loss payee, as its interests may appear. All policies of insurance must comply with the statutory coverage and limits required by the state(s) where the franchise operates.

All coverage must be provided by an insurance provider that is acceptable to us and is an insurer with a minimum A.M. Best Rating of not less that A-VII. All policies shall be written as primary and noncontributory to any insurance policies that we might carry and shall cover a waiver of subrogation in our favor. All policies of insurance, or certifications for insurance with a copy of the original policy attached, showing full compliance with the requirements of the covenant, must at all times be kept on deposit with FirstLight Home Care.

On an annual basis, you must provide to us evidence in the form of a certificate of insurance that such insurance remains in full force and effect. If you fail to comply with these requirements, we may obtain required insurance and keep it in force and effect, and you must pay to us, on demand, the premium costs thereof, together with the interest at the Default Rate on all sums we expend. The cost of this coverage will vary depending on the insurance carriers, the terms of payment and your history. All insurance policies must be in a form and must be obtained from insurance carriers acceptable to us. We have the right to require you to increase the amount of coverage if in our judgment such an increase in coverage is required. All policies must provide that we will be given 10 days prior written notice of cancellation of the policy.

Note 2: Comprehensive general liability insurance protects against claims for bodily injury, death and property damage caused by or occurring in conjunction with the operation of your FirstLight Home Care Business, or your conduct of business under the Franchise Agreement, with a minimum liability coverage of $1,000,000 per occurrence $3,000,000 aggregate or, if higher, the statutory limit required by law, including a minimum sublimit of $250,000 for abuse and neglect coverage.

Note 3: Professional liability insurance protects against claims from clients for injuries or damages occurring in conjunction with the rendering of services or the operation of the FirstLight Home Care

Business with a minimum liability coverage of $1,000,000 per occurrence $3,000,0000 aggregate or, if higher, the statutory limit required by law.

Note 4: Automobile liability insurance for hired and non-owned vehicles with a combined single limit of at least $1,000,000 per accident or, if higher, the statutory limit required by law.

Note 5: Sexual abuse insurance protects against claims from clients for damages occurring in conjunction with the rendering of services or the operation of the FirstLight Home Care Business with minimum coverage of at least $500,000 per occurrence.

Note 6: Employment practices liability with minimum coverage of at least $500,000 per occurrence for coverage for employment related claims including third party coverage. We also recommend Wage & Hour defense coverage of $100,000 ($500,000 if all or any portion of your FirstLight Home Care Business will operate in California).

Note 7: Cyber liability insurance protects against damages occurring in conjunction with the rendering of services or the operation of the FirstLight Home Care Business with minimum coverage of at least $500,000 per occurrence.

Note 8: Third party crime insurance in the minimum amount of $25,000 providing coverage to you and us against dishonesty and criminal acts by your employees.

Note 9: "All risk" property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and all other property used in the operation of the FirstLight Home Care Business. Your property insurance policy will include coverage for fire, vandalism and malicious mischief and must have coverage at full replacement cost. Property form must include business interruption insurance to compensate you for loss of income or any extra expenses directly related to a property loss with at least minimum liability coverage sufficient to cover continuing expenses and obligations of the FirstLight Home Care Business until the cause of the interruption is remedied

Note 10: Workers' compensation insurance that complies with the statutory requirements of the state in which your FirstLight Home Care Business is located and does business.

Note 11: Umbrella policy provides additional limits in the event of a large liability loss that exceeds the limits provided by the general liability policy or other policies.

Email Accounts

We have the right, but not the obligation, to provide you with access to an email account or accounts for your use in connection with the FirstLight Home Care Business. You must use in the operation of the FirstLight Home Care Business any email account(s) that we designate and, at our option, only the account(s) that we may designate. You are required to use the email account(s) in the manner we designate. We will remain the sole owner of the email account(s), and you are required to execute all documents and comply with all policies or instructions that we may identify from time to time in connection with the email account(s). Your technology fee covers two email addresses. Additional email addresses are available at $100 per user per year. This fee may vary in the future. If we do not provide you with access to an email account, you must establish an email account with an email service provider that meets our standards and specifications.

We or our affiliates will derive revenue on direct purchases that you make from us or from our affiliates. We or our affiliate will retain all such amounts received based on your direct purchases, and have the right to use such amounts for any purpose we or our affiliates deem appropriate. For the fiscal year ended December 31, 2022, we had total revenues of $11,454,906.75 of which $677,543.66, or 5.9%, was derived from required purchases of products or services from our franchisees.

We or our affiliates may derive revenue from your purchases from designated suppliers or Approved Suppliers in the form of rebates, cash payments, discounts, promotional allowances, and/or other payments based on franchisees' purchases from such approved suppliers. For the fiscal year ended December 31, 2022, neither we nor any of our affiliates received any such payments or other consideration from any designated suppliers or Approved Suppliers based on franchisee purchases or leases of required products or services from designated suppliers or Approved Suppliers.

We estimate that the required FirstLight Home Care purchases from designated suppliers and Approved Suppliers will constitute 24% to 30% of your cost to establish your FirstLight Home Care Business, and 14% to 19% of the total cost to operate your FirstLight Home Care Business.

FirstLight HomeCare Franchising, LLC has negotiated volume discounts and purchase agreements with suppliers for the benefit of FirstLight Home Care franchisees, including national pricing for personal emergency response and medication reminder systems through our approved vendor.
No purchasing or distribution cooperatives have been established as of the date of this Disclosure Document.

No officers of FirstLight HomeCare Franchising, LLC own an interest in any supplier listed in Item 8.
Except for your FirstLight Home Care Business, FirstLight HomeCare Franchising, LLC does not provide material benefits, such as franchise renewals or additional franchises, based on your use of designated or approved 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.

Franchise Agreement

Obligation	Section(s) in Franchise Agreement	Disclosure Document Item(s)
a. Site selection and acquisition/lease	Section 3	Items 7, 11 and 12
b. Pre-opening purchases/leases	Section 3.2	Items 6, 7 and 8
c. Site development and other pre-opening requirements	Section 3	Item 7
d. Initial and ongoing training	Section 7.9	Items 6 and 11
e. Opening	Sections 3.1 and 7.10	Item 11

Obligation	Section(s) in Franchise Agreement	Disclosure Document Item(s)
f. Fees	Sections 2.2(i), 4.1, Section 5, 7.11, 7.13(f), 7.25, Section 11, and Sections 12.2(b)(8), 15.3	Items 5, 6, 7, 8, 11 and 17
g. Compliance with standards and policies/operating manual	Sections 7 and 9	Items 6, 8, 11, 15 and 16
h. Trademarks and proprietary information	Sections 8, 10 and 14 and Sections 1.1 and 7.21	Items 12, 13, 14 and 15
i. Restrictions on products/ services offered	Sections 1.3 and 7.3	Items 6, 8 and 16
j. Warranty and customer service requirements	Sections 7.1 and 7.2	Item 16
k. Territorial development and sales quotas	Section 5.1 and 7.24 and Schedule A	Item 5, 6 and 12
l. Ongoing product/service purchases	Not applicable	Items 6, 8 and 16
m. Maintenance, appearance, and remodeling requirements	Sections 2.2(d), 7.6 and 7.10	Item 17
n. Insurance	Section 7.16	Items 6, 7 and 8
o. Marketing and Advertising	Section 11 and Section 14.1	Items 6, 7, 8 and 11
p. Indemnification	Section 7.16	Item 6
q. Owner's participation/ management/staffing	Sections 7.10 and 7.14	Items 11 and 15
r. Records and reports	Section 7.13	Item 6
s. Inspections and audits	Sections 7.11 and 7.13	Items 6 and 11
t. Transfer	Section 12 and Section 13.1(m)	Items 6 and 17
u. Renewal	Section 2.2	Items 6 and 17
v. Post-termination obligations	Section 14	Item 17
w. Non-competition covenants	Sections 7.15 and 14.3	Items 15 and 17
x. Dispute resolution	Section 15	Item 17
y. Other: Payment of accounts Compliance with statutory obligations	 Section 7.18 Section 7.19	 Item 6 Item 1

ITEM 10
FINANCING

Financing for Franchisees Purchasing Existing FirstLight Home Care Businesses

Our affiliate, Cornerstone Finance, offers select franchisees who are purchasing existing FirstLight Home Care businesses and who meet Cornerstone Finance's qualification requirements with up to $25,000 for working capital (not for payment of the initial franchise fee). Qualified franchisees must sign a Pledge, Assignment and Security Agreement, a Promissory Note and a Guaranty of Payment, attached to this Disclosure Document as Exhibit J. The payment terms of the financing arrangement are described below:

Loan Amount	Up to $25,000
Interest Rate	1.5% per month (18% per annum) accrued on the last day of each month, calculated on outstanding balance on the last day of such month. 36 monthly payments.
Drawdown Schedule	Up to 25% of Loan Amount may be drawn monthly beginning 15 days after all of the following occur: completion of franchisee training, receipt of all required state licenses transferred and full franchise agreement transfer has been completed with all documents finalized.
Loan Term	Interest and principal are payable in full 3 years after initial loan draw down.
Mandatory Prepayment	Payable monthly: 5% of monthly cash collections (collected revenue as reported) between $10,000 and $20,000 plus 10% of monthly cash collections when greater than $20,000. A minimum monthly payment of $250 must be paid were cash collections in any month are less than $10,000. The loan may be prepaid without penalty.
Credit Requirements	Recommend FICO score minimum of 660 or within range based on candidate credit trend as determined by Cornerstone Finance Loan Committee review.
Other Requirements	Franchise operators cannot have personal bankruptcy within 5 years. Franchise owners must have combined liquid assets of at least $75,000 or $150,000 in net worth including equity in house. Satisfactory completion of standard due diligence and all of our requirements and approval by Cornerstone Finance loan committee.
Security	Loan is secured by franchisee entity's stock and assets plus the personal guaranty of you (or your owners if you are a business entity) and any additional person or entity whose financial resources you are relying upon to qualify for and obtain financing, such as a spouse (personal guaranty is already completed as part of the franchise agreement).
Compensation Limitations	No person will receive annual compensation (salary, bonus, commissions, etc.) in excess of $75,000 while the Cornerstone Finance loan is outstanding.
Shareholder/Member Distributions	Only tax distributions will be made to the franchisee's shareholders/members while the Cornerstone Finance loan is outstanding. Tax distributions will be limited to 40% of pre-tax income.
Incurrence of Debt	The franchisee will incur no debt senior to the Cornerstone Finance loan while the Cornerstone Finance loan is outstanding.

Loan Amount	Up to $25,000
Liabilities on Default	Includes the exercise of all rights available to a secured party under the UCC, such as surrender of the collateral and surrender of insurance policies on the collateral. Liabilities also include an acceleration of the debt, the obligations to pay court costs and legal fees or terminate the Franchise Agreement.
Other Terms	The loan documents do not require you to waive defenses or other legal rights or bar you from asserting a claim against Cornerstone Finance, its assignee or us.

It is not our practice or intent to sell, assign or discount to a third party all or part of the financing arrangement, but we reserve the right to do so. We do not receive any consideration for placing financing with the lender.

Financing for Conversion Franchisees

In addition, Cornerstone Finance offers select conversion franchisees who meet its qualification requirements with up to $25,000 of financing to be applied towards the initial franchise fee. Qualified franchisees must sign a Pledge, Assignment and Security Agreement, a Promissory Note and a Guaranty of Payment, attached to this Disclosure Document as Exhibit J. The payment terms of the financing arrangement are described below:

Loan Amount	Up to $25,000
Interest Rate	1.5% per month (18% per annum) accrued on the last day of each month, calculated on outstanding balance on the last day of such month. 24 monthly payments.
Drawdown Schedule	Up to 25% of Loan Amount may be drawn monthly beginning 15 days after all of the following occur: completion of franchisee training, receipt of all required state licenses transferred and full franchise agreement has been completed with all documents finalized.
Loan Term	Interest and principal are payable in full 2 years after initial loan draw.
Mandatory Prepayment	Payable monthly: 5% of monthly cash collections (collected revenue as reported) between $10,000 and $20,000 plus 10% of monthly cash collections when greater than $20,000. A minimum monthly payment of $250 must be paid were cash collections in any month are less than $10,000. The loan may be prepaid without penalty.
Credit Requirements	Recommend FICO score minimum of 660 or within range based on candidate credit trend as determined by Cornerstone Finance Loan Committee review.
Other Requirements	Franchise operators cannot have personal bankruptcy within 5 years. Franchise owners must have combined liquid assets of at least $75,000 or $150,000 in net worth including equity in house. Satisfactory completion of standard due diligence and all of our requirements and approval by Cornerstone Finance loan committee.

Security	Loan is secured by franchisee entity's stock and assets plus the personal guaranty of you (or your owners if you are a business entity) and any additional person or entity whose financial resources you are relying upon to qualify for and obtain financing, such as a spouse (personal guaranty is already completed as part of the franchise agreement).
Shareholder/Member Distributions	Only tax distributions will be made to the franchisee's shareholders/members while the Cornerstone Finance loan is outstanding. Tax distributions will be limited to 40% of pre-tax income.
Incurrence of Debt	The franchisee will incur no debt senior to the Cornerstone Finance loan while the Cornerstone Finance loan is outstanding.
Liabilities on Default	Includes the exercise of all rights available to a secured party under the UCC, such as surrender of the collateral and surrender of insurance policies on the collateral. Liabilities also include an acceleration of the debt, the obligations to pay court costs and legal fees or terminate the Franchise Agreement.
Other Terms	The loan documents do not require you to waive defenses or other legal rights or bar you from asserting a claim against Cornerstone Finance, its assignee or us.

It is not our practice or intent to sell, assign or discount to a third party all or part of the financing arrangement, but we reserve the right to do so. We do not receive any consideration for placing financing with the lender.

Except as described above, FirstLight Home Care Franchising, LLC does not offer direct or indirect financing to you for your initial franchise fee. We do not receive direct or indirect payments for placing financing. We do not guarantee any note, loan or lease which you may obtain or any obligation that you may incur in your FirstLight Home Care Business.

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

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

Obligations before Opening

Before you begin operation of your FirstLight Home Care Business, we will provide the following assistance:

1) Review and accept a location address for your FirstLight Home Care Business. (Franchise Agreement - Sections 3.1 and 3.2).

2) Designate your Franchised Area. The Franchised Area will be that area which is within the zip codes designated in your Franchise Agreement. We will consult with you in determining your Franchised Area but we retain the sole authority to designate Franchised Area. You should not sign the Franchise Agreement if you do not consent to your designated Franchised Area. (Franchise Agreement - Sections 1.1 and 1.2).

3) Provide initial training to you (if an individual) or your principal (if you are a business entity) and your designated manager, as disclosed in more detail below. (Franchise Agreement - Section 6.1(a)).

4) Such assistance as we determine is required in connection with the opening of your FirstLight Home Care Business, including field support assistance which may be provided through on-site visit, e-mail, fax, phone, video conferencing and/or regional and/or national meetings. (Franchise Agreement – Section 6.1(b)).

5) Loan you one or more copies of our Operations Manual, as disclosed in more detail below. The table of contents for our Operations Manual is included as Exhibit C of this Disclosure Document. The total number of pages for our Operations Manual is 339. (Franchise Agreement - Section 6.1(d)).

6) Provide you with software (at your cost) for use in scheduling services to be rendered to clients, client relationship management software, accounting services and providing intranet access in support of your FirstLight Home Care Business. (Franchise Agreement - Section 6.1(h)).

Obligations after Opening

After you begin, and during, the operation of your FirstLight Home Care Business, we will provide or make available to you the following:

1) We will provide business advice and consultation to you in connection with the operation of your FirstLight Home Care Business at a reasonable frequency both through video conferencing and on-site visits.(Franchise Agreement - Section 6.1(c)).

2) Such merchandising, marketing and other data and advice as we develop occasionally which we deem to be helpful in the operation of the FirstLight Home Care Business. (Franchise Agreement - Section 6.1(e)).

3) Such periodic continuing individual or group advice, consultation and assistance, as we deem necessary or appropriate. (Franchise Agreement - Section 6.1(f)).

4) Such bulletins, brochures and reports as may occasionally be published by us regarding our plans, policies, research, developments and activities with respect to the FirstLight Home Care System. (Franchise Agreement - Section 6.1(g)).

5) Such other resources and assistance as we may develop and offer to our franchisees. (Franchise Agreement - Section 6.1(i)).

6) We may, but are not obligated to, provide you with advice on pricing the services the FirstLight Home Care Business provides.

In order for you to meet your obligations under the Franchise Agreement, you must offer your customers all products and services as provided for in the Operations Manual or as we otherwise designate. (Franchise Agreement – Section 7.3).

Although we do not have an obligation to resolve operating problems you encounter, we do provide you with advice and consultation in connection with the operation of your FirstLight Home Care Business and periodic continuing individual advice, consultation and assistance. (Franchise Agreement – Section 6.1(c)).

Marketing and Advertising Programs

We consider marketing, advertising and promotion to be critical to the success of a FirstLight Home Care franchise. It is for this reason that you must spend a minimum of the greater of $1,500 per month or 2% of Gross Revenue on marketing, advertising or other promotional networking activities related to your FirstLight Home Care Business, which may include the cost of internet marketing, as discussed below. All such marketing, advertising and/or promotional materials must be approved by us before their use. In addition, you must spend an amount we approve, up to $10,000, to promote the grand opening of your FirstLight Home Care Business, in the manner we prescribe in the Operations Manual. You will participate in any and all marketing, advertising and promotional plans and campaigns we establish, and honor any coupon, regional or national promotion, or similar promotional materials as we prescribe (Franchise Agreement – Section 11.1(g)).

In addition, you must engage in the internet marketing activities we prescribe in the Operations Manual or otherwise in writing to increase the web presence of your FirstLight Home Care Business in the Franchised Area. Internet marketing activities will include purchasing web positioning placements and maintaining search engine optimization packages from your first month of operations onward. Although we have an approved vendor for these services, you may use the vendor of your choice, provided that you spend no less than the then-current minimum amount we require on internet marketing (which will be no more than our approved vendor's then-current rates). If you choose an alternate vendor, that vendor will not have access to specific systems and/or information used by our approved vendors. We anticipate that the cost for required internet marketing will range from $750 to $2,000 per month (Franchise Agreement – Section 11.1(h)).

Except for your obligations described above, and your obligation to participate in the National Advertising Fund and regional advertising cooperatives (if established), you are free to determine the amount to spend and how to spend the money that you decide to spend on marketing and advertising. However, any marketing materials, advertising or promotional materials, flyers and brochures that you intend to use must first be approved by us, and we reserve the right, on 30 days written notice, to revoke approval of any marketing, advertising or promotional materials we previously approved.

We have no obligation to provide advertising for your FirstLight Home Care Business. We may advertise on a local, regional and/or national basis and use any media to do so. We would anticipate the use of an in-house marketing and advertising department as the source of any such advertising, and/or we may use a local and/or regional outside marketing and advertising firm. We are not required to spend any amount on advertising in the area where your franchise will be located.

You will receive a "Marketing Starter Kit" list which includes suggested marketing materials to get you started. You may order these materials from our online fulfillment source. This list includes marketing and promotional materials, such as business cards, brochures, networking and event materials, and promotional products. A 10% discount is offered on your first order.

We reserve the right to require you to join and participate with other franchisees in local and regional cooperative advertising and marketing activities. If such regional advertising cooperatives are established, each cooperative is free to adopt its own by-laws and will be self-administered. Participation will be on the basis of a one vote per FirstLight Home Care Business voting structure. You must contribute to the cooperative in amounts determined by the regional cooperative and contributions to the fund by each franchisee will be based on the number of FirstLight Home Care Businesses owned by that franchisee. There is no limit on the contribution as the amount would be determined by the cooperative members. This amount will not count toward your $1,500 or 2% of Gross Revenues (whichever is greater) minimum monthly marketing requirement detailed above. Payments for your participation in the regional advertising

cooperative may be payable to us or our designee along with your royalty fee payments, if the cooperative franchise members request our involvement for collections. If the participants of a cooperative are unable to agree on the terms of the governing document, the agreement will be prescribed by us. Each cooperative must prepare periodic financial statements and make them available to members of the cooperative. If you are a member of the cooperative and desire a copy of the financial statements of that cooperative, you should direct a written request to the presiding officer of that cooperative. Unless we are a member of a regional advertising cooperative in your media area, we have no obligation to spend any money for advertising in that area. If we operate a company owned FirstLight Home Care Business in a particular media area, we must participate in the regional advertising cooperative for that area, on the same basis as franchisees. Membership within a regional advertising cooperative will be based on a franchisee's proximity to major media market areas, which generally correspond with major metro areas. We have the right to establish, change and dissolve cooperatives (Franchise Agreement – Section 11.2).

We have established a National Advertising Fund for the benefit of FirstLight Home Care Businesses. You must contribute the greater of 1% of your FirstLight Home Care Business's Gross Revenues to the National Advertising Fund each month. Under the Franchise Agreement, we have the right to require you to contribute up to 2% of your Gross Revenues to the National Advertising Fund each month (Franchise Agreement – Section 11.3).

The National Advertising Fund, and all contributions to and earnings from the National Advertising Fund, are used only (except as otherwise provided below) to meet any and all costs of maintaining, administering, directing, conducting, creating, and/or otherwise preparing marketing, advertising, public relations and promotional programs and materials, and any other activities that we believe will enhance the image of the System. This includes, among other things, the costs of preparing and/or conducting media advertising campaigns, social media campaigns, direct mail advertising, marketing surveys and other public relations activities; product development and market testing; brand research and development; developing and hosting marketing, brand development and enhancement, and customer engagement seminars for franchisees; employing marketing, advertising and/or public relations agencies; purchasing promotional items; developing new or modified trade dress and marks; design and photographs; purchasing media space or time (including all associated fees and expenses); administering regional and multi-regional marketing and advertising programs; market research and customer satisfaction surveys; developing and implementing customer loyalty programs; customer retention programs; the creative development of, and actual production associated with, premium items, giveaways, promotions, contests, public relation events, and charitable or non-profit events; developing, implementing and maintaining an electronic commerce website and/or related strategies; maintaining and developing one or more websites devoted to the System, the Marks and/or the "FirstLight Home Care" brand; providing promotional and other marketing materials and services to the FirstLight Home Care Businesses; and the salaries of our employees to the extent such employees provide services in conjunction with System marketing activities. We will have the sole right to decide how the National Advertising Fund creates, places, and pays for marketing and branding.

We utilize the services of outside marketing and advertising agencies for the National Advertising Fund. The National Advertising Fund is administered by us, although we may engage third parties to assist us in doing so. Accounting and bookkeeping is separate from that of FirstLight HomeCare Franchising, LLC. The National Advertising fund is examined by a CPA who applies Agreed Upon Procedures to determine that funds are expended appropriately. Financial statements or other information regarding the National Advertising Fund will be made available to Franchisees upon request. The financial information pertaining to the National Advertising Fund that we will make available to franchisees includes summaries of categories and amounts of expenditures in connection with the program made available to franchisees. We are not obligated to spend money on advertising in your designated territory. We could, potentially, receive payment from advertising program funds for services that we provide to the National Advertising Fund. Any amounts received by the National Advertising Fund and not spent by the program during a year will

be retained by the National Advertising Fund for use in subsequent years. We do not plan to spend funds received for the National Advertising Fund for advertising that is primarily a solicitation for the sale of franchises. We have no plans to do so, but if we operate a company owned FirstLight Home Care Business in a particular media area, we must participate in the National Advertising Fund on the same basis as franchisees. National advertising contributions shall be payable to us, or our designee, along with royalty fee payments.

During our fiscal year ended December 31, 2022, the National Advertising Fund monies were spent as follows: 4.7% for conferences, 4.9% for strategic partnerships, 18.8% for strategic agency, 43.1% for media placement, 5.0% for lead tracking, 6.1% for production, 5.8% for public relations and social media, 5.2% for research and planning and 5.5% for administrative matters.

We have created a national franchisee advisory council. The franchisee advisory council consists of a representative group of franchisees who meet monthly to discuss and provide advice on subjects such as marketing and advertising ideas and opportunities. The council does not have decision making powers and its' elected membership will grow over time as our franchise system grows. We have the power and right to establish, change and dissolve the council. In addition to the national franchisee advisory council, a marketing subcommittee meets every month to discuss and provide advice on our National Advertising Fund efforts.

Along with the general requirement that all advertising materials must be approved in advance by us, we apply certain additional advertising restrictions to your use of the Internet, web pages or e-mail through the FirstLight Home Care Web Site Listing Agreement attached to this Disclosure Document as Exhibit F, which you must sign. This FirstLight Home Care Web Site Listing Agreement requires that you recognize that the web site located at www.firstlighthomecare.com is the only authorized FirstLight Home Care web site, and also requires that you do not own, operate or register any other websites that are related to the provision of care services including personal care, companion care, dementia care, and assistance with the activities of day-to-day life. In addition, these provisions require you to comply with all laws and regulations related to the web site, to respond to inquiries received through the web site within a certain stated period of time, and to honor all price discounts advertised on the web site by us for services and products that are offered by you. You may be required to use a designated Internet web site program to prepare and maintain your web site and to incorporate a link to the FirstLight Home Care web site.

Other than as described above, you are not required to participate in any other advertising fund.

Computer System & Communications Equipment

We utilize certain technologies in our System that assist you in operating your FirstLight Home Care Business. As a result, you must purchase and use in your FirstLight Home Care Business at least two business computers meeting specifications we provide. You must use the computer system solely for the operation of your FirstLight Home Care Business. The computer system will be used to store word processing documents, financial and franchise operational information, staffing and scheduling information and to access all web applications. We estimate that it will cost you approximately $2,500 to $4,000 to purchase computer hardware.

As of the date of this Disclosure Document, you must license, at your expense, one of the two most recent versions of Microsoft Office and Microsoft Windows, and use a computer hardware system with the specifications noted above and as otherwise provided to you by us. We have not approved any equivalent components or software programs other than those described above. The computer software manufacturer may provide support for the software programs that make up the basic operating platform. The cost, if any, for such support will be determined solely by the manufacturer or support provider.

We also require certain software programs for your use with telephonic time clock, financial accounting and our intranet system management. We may provide you with, or direct you to a specific vendor, this required software as part of the basic operating platform that you must purchase. See Item 8. The computer software manufacturer may provide support for the software programs that make up the basic operating platform. The cost, if any, for such support will be determined solely by the manufacturer or support provider. We also require certain software programs for your use of client management software which includes scheduling, staffing and client management components, and will charge you a fee to use that software (currently between $7and $9 per active client per month with a $200 monthly minimum). You are required to enter into agreements (including agreements with us or providers) we designate or prescribe in connection with our technology requirements. We may require additional or different brands of technology, hardware and software in the future. The fees in connection with this technology may increase or decrease overtime. Your computer manufacturer may provide support for your computer hardware. The cost, if any, for such support will be determined solely by the manufacturer or support provider. We estimate that it will cost you approximately $50 to $400 for computer hardware support during your first year of operation and approximately $100 to $750 each year after.

We will set up an e-mail account (or accounts) for you off of our domain. You must maintain and use the e-mail account we set up for you. We determine and select the e-mail address for this e-mail account, and we have access to this e-mail account for review of its content if, in our sole discretion, there is a sufficient basis to review the content. This e-mail account must be dedicated exclusively to the operation of your FirstLight Home Care Business. We may also require you to use a designated Internet web site program to prepare and maintain your web site, and to incorporate a link to the FirstLight Home Care web site.

You must also have high-speed Internet access and maintain an account with a reputable Internet service provider offering a minimum 1mbs. rated throughput. Broadband or wireless Internet service is recommended and will cost approximately $40 to $120 per month. If broadband Internet service is not available in your area, the highest available speed is required. Internet browser requirements will include Chrome as designated in our Operations Manual.

You must have a phone line, a facsimile or a mobile phone (which is recommended) that is dedicated exclusively to the operation of your FirstLight Home Care Business.

You must upgrade or update any software as we prescribe for your use during the term of the Franchise Agreement whenever these upgrades or updates become available. In the event that your computer system hardware or software must be upgraded or updated to enable your computer to run the required software, you must implement that upgrade or update. There are no contractual limitations on the frequency and cost of this obligation.

In addition to our rights under the Franchise Agreement to audit your business records, the Franchise Agreement provides that you must provide us with independent access to all information on your computer system. The computer system and software referenced in the above disclosures will permit us to access this information. There are no contractual limits on our right to audit or to access your records or data.

Convenient payment methods are important for high customer service to your clients. As a result, you must maintain credit-card relations with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic funds transfer systems that we designate, and may not use any service or supplier for payment processing which we have not approved or disapproved. We may modify our requirements and designate additional approved or require methods of payment and vendors for processing such payments. You must comply with all applicable consumer and data privacy laws and regulations in connection with operating your FirstLight Home Care Business and in connection with

customer payment processing, including the Fair and Accurate Credit Transactions Act ("FACTA"), our guidelines and standards, and the Payment Credit Card Industry Data Security Standards ("PCI DSS") as they may be revised or modified by the Payment Card Industry Security Standards Council (www.pcisecuritystandards.org), or any successor or replacement industry standards that we may designate.

We are not obligated to provide, or to assist you in obtaining, any of the described items or services or to support your operation or integration to Quickbooks .

Operations Manual

As described above, we provide to you, one or more copies of our Operations Manual. This Operations Manual contains mandatory and suggested specifications, standards, operating procedures, programs and rules we prescribe occasionally, as well as information relative to your other obligations under the Franchise Agreement and the operation of the FirstLight Home Care Business. The current table of contents of the Operations Manual, as of the issuance date, is included in Exhibit C and 354 pages long. The Operations Manual must remain confidential and is our property. We will have the right to add to and otherwise modify the Operations Manual periodically as we deem necessary, provided such additions or modifications will not alter your fundamental status and rights under the Franchise Agreement.

Business Location Selection

It is your responsibility to identify a proposed site from which your FirstLight Home Care Business will be operated. We do not own the premises in which your FirstLight Home Care Business is located. You must select, and upon our prior written approval, must lease or purchase a suitable premise for the operation of your FirstLight Home Care Business. This site must meet our criteria, such as size, layout, the economic health of the general area and other criteria as established periodically by us, and we must approve your site address. Home-based locations may be approved by FirstLight Home Care as a designated site for your FirstLight Home Care Business for up to 1 year following the effective date of your Franchise Agreement. However, on or before the end of such 1-year time period, you must obtain a leased or owned location other than a residence as a new site for the FirstLight Home Care Business.

We do not select a business location for you, and, while we are not required to provide any assistance to you in selecting a location, we may attempt to reasonably assist you if you request that we do so. If we do not accept your proposed site, you must select a new location, for our review. We will approve or disapprove your proposed site within 30 days. You may not relocate or designate a new location for your FirstLight Home Care Business without our prior written consent. We do not negotiate the purchase or lease of your business premises for you. We do not assist you in conforming the business location to local ordinances and building codes and/or obtaining any required permits. We are not responsible for constructing, remodeling or decorating the business location.

Except as to the new franchise Marketing Starter Kit list, we generally do not provide, deliver or install equipment, signs, fixtures, opening inventory or supplies directly, but we may provide you with written specifications and the names of Approved Suppliers offering these items.

If you are unable to begin business operations within 120 days from the effective date of your Franchise Agreement, FirstLight Home Care may terminate the Franchise Agreement.

Time before Opening

We estimate that the typical length of time between the signing of the Franchise Agreement and opening for business of your FirstLight Home Care franchise is typically 75 days, but this period could be very

different dependent upon several factors. Factors affecting the length of time usually include obtaining state licensure, obtaining the necessary financing arrangements, pre-training activities, hiring of a manager, hiring of care-givers, completion of training, networking for initial clients and post-training preparations.

Training

As noted above we provide "Flight School". Flight School is an initial training program that is internally developed and internally delivered by FirstLight instructors with extensive on-the-job experience in the FirstLight Home Care System. Up to two persons, you as the Franchisee and a manager who has been designated by you and meets our requirements as the person responsible for operation of the Franchised Business may attend. As of the date of this Disclosure Document, the training program is as presented below:

1. **Flight School Pre-Course Work**: Prior to arriving to Flight School, to enable you a successful learning experience, you will receive pre-course materials and insights to review and complete. The pre-course materials may include a pre-opening checklist, referral networking plan, market development checklist, market pricing survey, National Advertising Fund strategy, internet marketing overview, overview of marketing resources, preliminary recruiting sources, identifying local industry affiliations, online learning management system (LMS) courses and more. It is estimated you should allow approximately 20-30 hours to complete the pre-course materials prior to Flight School.

2. **Flight School On-Site Course**: The franchisee training program is typically offered at least six times per year as scheduled by us at our discretion. The Flight School On-Site Course consists of five days of intensive, hands-on, experiential learning at our home office in Cincinnati, where you will learn, role play and demonstrate the knowledge, techniques and skills associated with being a FirstLight Franchisee. Please note: All training personnel have extensive on-the-job experience in the FirstLight Home Care System, and have the following number of years of experience in the subjects for which they will provide instruction: Glee McAnanly (28 years), Kevin Samov (30 years), Jane Yousey (30 years), Allyson Waters (27 years), Cresta Lewis (25 years), Kerri Pendley (23 years), Jeff Goebel (22 years), Caroline Hodson (17 years), Sarah Petterson (4 years), Kimbrough Taylor (5 years). In addition, we may select guest speakers to participate in training to address certain topics.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Pre-Flight School web conference sessions. Business formation; building business infrastructure; licensure application; introduction to approved suppliers; insurance guidance; establishing financial systems; market analysis; billing and pay rates; business plan creation	Not Applicable	6 Hours	Via Phone or Web Conference
Welcome; Introduction to FirstLight Home Care; History; Business Philosophy (Mission Statement, Vision Statement and Goals),Administration and Business Start-up (Building our unique Culture; Recruiting your team members; Strategic responsibilities in two foundations of the business), Human Resources Staffing and Team Building Model, technology tools available and hands on use, networking, marketing and brand building, financial and business planning, Service orientation, Client Care and Client Satisfaction, Scenario Based training.	40 Hours	Not applicable	FirstLight Home Care home office
Post-Flight School web conferences. Networking plan; Recruiting plan; Operations plan with KPIs.	Not applicable	8 Hours	Via Phone, Web Conference (Live and/or Pre-recorded)
Launch Training; Processes and Procedures; Client Acquisition; Hiring Process; Caregiver Orientation; In-field Networking	Not applicable	16 Hours	At your location and/or Via Phone or Web Conference
Total	70 Hours		

3 **Flight School Post-Work**: After having completed Flight School, to effectively complete this training, you may also have required coursework on designated Learning Management System (LMS). We estimate you should allow for approximately 10-15 hours to complete this coursework. In all, you will receive approximately 70 hours of classroom, virtual and/or on-the-job training. You will also complete between 30 to 40 hours of self- guided learning. There is no cost for the LMS as part of the initial training program.

You and your designee must attend and successfully complete the Flight School initial training program to our satisfaction. While we do not currently charge tuition for the initial training program, we may establish a tuition fee at our discretion. You are responsible for your and your employees' travel, meal, lodging and payroll expenses to attend our initial training program. Periodically, and on an as-needed basis, we may provide mandatory follow-up training programs in the local or regional area that you, the manager of your FirstLight Home Care Business and/or your other employees must attend. We do not currently charge

tuition fees in connection with providing mandatory follow up training, although we reserve the right to charge you a tuition fee for each attendee at these additional training programs in the future. We estimate that a typical franchisee will pay tuition fees of $500 to $1,000 per attendee when the franchisee attends a follow-up training program. You and your manager must also attend at least 1 of the regional or national meetings held by FirstLight Home Care each calendar year. You must pay for your and your employees' travel, meal, lodging and payroll expenses associated with attending our training programs and regional or national meetings.

ITEM 12
TERRITORY

Business Location

You will operate your FirstLight Home Care Business at a specific location we accept and identify in the Franchise Agreement. You must have a physical location and not just a post office box physically located in the approved territory. If you have not opened your FirstLight Home Care Business within 75 calendar days after the effective date of the Franchise Agreement, we may terminate the Franchise Agreement. Home-based locations may be allowed as a designated premises for your FirstLight Home Care Business for up to 1 year following the effective date of your Franchise Agreement, but after 1 year you must operate your FirstLight Home Care Business from an office location outside of your home as described above. You may not relocate or designate a new location for your FirstLight Home Care Business without our prior written consent. We will consent to your request for relocation after you have given us 30 days prior written notice of the new proposed address and such address is within your Franchised Area.

Franchised Area

Your FirstLight Home Care franchise will be granted for a protected Franchised Area within which we agree not to grant another FirstLight Home Care Business or open a company-owned FirstLight Home Care Business as long as you are not in default under your Franchise Agreement. The Franchise Agreement provides, in Section 1.1 and Schedule B, that your Franchised Area will consist of an area defined by zip code(s). Any named existing clients being serviced by existing franchisees are excluded from your Franchised Area. Generally, each of our franchisees is granted a Franchised Area that includes approximately 250,000 residents, of which approximately 25,000 are residents of age 65 or older. If, at the time you sign the Franchise Agreement, your Franchised Area contains more than 250,000 residents, you must pay us the Additional Area Fee of $275 for all or part of every additional 1,000 people in your Franchised Area. We may not modify this Franchised Area without your written approval.

Except as described in this paragraph or otherwise approved in advance by us in writing, you must not offer services to individuals who will be served outside of the Franchised Area. Due to the natural circulation of printed media or the reach of television, radio, and Internet advertising, we acknowledge that your local marketing may be viewed by individuals located outside of the Franchised Area. If approved in advance by us in writing, you may advertise to, and solicit, customers located in "non-franchised" areas until the "non-franchised" area becomes a franchised area of another FirstLight Home Care franchisee; provided, however, that advertising and/or solicitation materials may be placed in or targeted to a non-franchised area only if the placement may be discontinued within 14 days following notification by FirstLight Home Care that the area is no longer "non-franchised." "Non-franchised" area means an area where FirstLight Home Care has not granted territorial, exclusive or protected rights to another FirstLight Home Care franchisee.

If approved in advance by us in writing, you may solicit and service customers located in non-franchised areas until such time as the non-franchised area becomes a franchised area of another FirstLight Home Care franchisee; provided, however, that marketing, advertising and/or promotional materials may be placed in

or targeted to a non-franchised area only if the materials can be removed within 14 days following notification by us that the area is no longer "non-franchised." We reserve the right to revoke this approval at any time with written notice. Except as described above, you are restricted from soliciting or servicing any customers located outside of your Franchised Area, whether directly or through other channels such as the Internet, catalog sales, telemarketing or other direct marketing.

As part of our efforts to grow the brand, we may use the Marks that will be licensed to you, whether directly or indirectly through other channels such as the Internet, telemarketing or other direct marketing in your Franchised Area to market and promote the FirstLight Home Care System. However, we or other franchisees may not solicit customers, or provide services to customers located within your Franchised Area, using the Marks that will be licensed to you whether directly or through other channels such as the Internet, telemarketing or other direct marketing in your Franchised Area.

Using a principal trademark different than the Marks licensed to you, we or other franchisees may solicit customers, or provide services to customers located within your Franchised Area, whether directly or through other channels such as the Internet, telemarketing or other direct marketing in your Franchised Area. If we or other franchisees solicit such customers or provide such services, you will not receive any compensation from us or them. 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.

We have the right to offer and sell FirstLight Home Care Businesses having Franchised Areas located outside your Franchised Area and to own and operate company-owned FirstLight Home Care Businesses located outside of your Franchised Area at any time, as well as the right to use the FirstLight Home Care System and licensed rights at any location outside of the Franchised Area (or license others to do so).

Under the Franchise Agreement, we retain the right to develop, use and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia or copyrights not designated by us as rights licensed to FirstLight Home Care Businesses for use with similar or different franchise systems for the sale of similar or different services or products other than in connection with the FirstLight Home Care System at any location within or outside of any Franchised Area on the terms and conditions that we deem advisable. Although we retain this right, other than otherwise disclosed in this Item 12, we have no current plans to exercise it.

We do not currently operate, nor do we have any plans to operate or franchise, a business, in which services or products similar to those services or products that a FirstLight Home Care franchisee will offer and sell, under a trademark different than that used by FirstLight Home Care franchises.

The Franchise Agreement does not grant to you options, rights of first refusal or similar rights to acquire additional franchises within the Franchised Area or within contiguous areas to the Franchised Area.

Minimum Performance Standards. Continuation of your rights to your protected Franchised Area through the end of the term of your Franchise Agreement depends on your meeting the following minimum performance standards:

Number of Months Franchised Business in Operation	**Minimum Performance Standard** *(Gross Revenue Amount per month)*
0-3	$0
4-15	$5,000
16-34	$19,750
35-57	$46,450
58-81	$69,675
82 and beyond to include renewal periods	$77,400

Your failure to meet the minimum performance standards is a default under the Franchise Agreement, which permits us to terminate the Franchise Agreement. Except as described above, there are no other circumstances that permit us to modify your territorial rights under the Franchise Agreement.

ITEM 13
TRADEMARKS

The Franchise Agreement gives you a license to operate a FirstLight Home Care Business under the Mark "FirstLight Home Care" and to use any future Marks that we authorize.

We own and have registered the following Marks on the principal register of the United States Patent and Trademark Office ("USPTO"). All required affidavits have been filed.

Mark	**Registration Number**	**Registration Date**
FIRSTLIGHT HOMECARE	3,948,890	April 19, 2011
FIRSTLIGHT HEALTHCARE SOLUTIONS	6,322,739	April 13, 2021
	3,948,978	April 19, 2011

There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, or the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceedings, nor any pending material federal or state court litigation involving the Marks. In addition, there are no agreements currently in effect that significantly limit the rights of FirstLight

HomeCare Franchising, LLC to use or license the use of the Marks in a manner material to the franchise. We have filed all required affidavits relating to the Marks.

In the Franchise Agreement, you acknowledge and agree that your license to use the Marks is nonexclusive and limited to use in connection with the business operations of your FirstLight Home Care Business, and that we have retained the rights, among others, to grant other licenses for the use of the Marks outside your Franchised Area, in addition to those licenses granted to you and to other FirstLight Home Care franchisees.

As a franchisee, you are granted the right to use our Marks, which identify us and you to the public in a recognizable and consistent way. As such, you must use each Mark in full compliance with the Franchise Agreement, the Operations Manual and reasonable rules prescribed periodically by us. You are prohibited under the Franchise Agreement from using any Mark as part of any corporate or other legal name, domain name, without our prior written consent. You must, except as prohibited by applicable law, operate your FirstLight Home Care Business only under the Marks designated by us for that purpose without any prefix, suffix or other modifying words, terms, designs or symbols without our prior written consent. In addition, you may not use any Mark in connection with the sale of any unauthorized service or product or in any manner not authorized in writing by us. You must submit to us samples of all advertising and other materials to be used by you upon which the Marks appear. You must use the symbol "®", "SM", "TM", "©" or such other symbols or words as we may designate to protect the Marks in all printed or other advertising materials and on all printed surfaces (such as your vehicles) on which any of the Marks appear. Under the Franchise Agreement, you agree not to contest, directly or indirectly, our ownership, title, right or interest in the Marks that are a part of the FirstLight Home Care System and further agree not to register or attempt to register, in any jurisdiction, any of the Marks. On the termination or expiration of the Franchise Agreement, you must immediately discontinue all use of the Marks, remove all copies of the Marks from your business premises and vehicles, and take all necessary steps to assign to us all trade names, domain names, trademarks and service marks that you have used or registered during the term of the Franchise Agreement.

You may not permit any third party to print the Marks on any products, materials, documents or supplies used by you in your FirstLight Home Care Business without our prior consent and without causing the third party to sign a license agreement with us.

The Franchise Agreement does not obligate us to protect your use of the Marks or protect you against claims of infringement of unfair competition arising out of your use of the Marks. You must promptly notify us of any use of, or claim of right to, the Marks or any colorable variation of the Marks and any litigation instituted by any third party against us or you involving the Marks. The Franchise Agreement does not require us to take affirmative action when notified of these uses or claims. We may, in our sole discretion, undertake the defense, prosecution or settlement of any litigation relating to the Marks. If we do so, you must under the Franchise Agreement sign documents and render such other assistance as is reasonably necessary in our opinion to carry out such defense, prosecution or settlement. We have the right to control any administrative proceedings or litigation involving the Marks. The Franchise Agreement does not require us to participate in your defense and/or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark, or if a proceeding involving a Mark is resolved unfavorably to you.

If we discontinue or modify any of the Marks, we may require you to discontinue or similarly modify your use of that Mark. Your rights under the Franchise Agreement will continue so long as you implement the modification or discontinuance of the Marks as we require. If you fail to comply with this requirement, we have the right to terminate the Franchise Agreement.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not currently own any patents or registered copyrights that are material to the FirstLight Home Care franchise. We do not currently have any pending patent or copyright applications that are material to the FirstLight Home Care franchise. However, we do own proprietary rights in the FirstLight Home Care System. The FirstLight Home Care Operations Manual and various other bulletins, domains and directives, which we publish to our franchise system periodically and which relate to the standards, procedures and specifications of the FirstLight Home Care System and to the operation of a FirstLight Home Care business, are proprietary and confidential. We grant you a limited license to use our trade secrets and proprietary know-how relating to the operation of your FirstLight Home Care Business (the "Confidential Information"). You acquire no interest in the Confidential Information provided to you other than the right to utilize it in development and operation of your FirstLight Home Care Business in accordance with and during the term of the Franchise Agreement. You are also obligated to treat the contents of the Operations Manual as confidential. You are prohibited from disclosing, copying, duplicating, recording, reproducing or otherwise making available the contents of the Operations Manual to any unauthorized person without our consent.

You must promptly notify us of any use of, or claim of right to, the Confidential Information and any litigation instituted by any third party against us or you involving the Confidential Information. The Franchise Agreement does not require us to take affirmative action when notified of these uses or claims. We may, in our sole discretion, undertake the defense, prosecution or settlement of any litigation relating to the Confidential Information. If we discontinue or modify any of the Confidential Information, we may require you, at your expense, to discontinue or similarly modify your use of that Confidential Information.

Section 10 of the Franchise Agreement provides that the Confidential Information is confidential and a trade secret of ours and is disclosed to you under the conditions that you:

(a) will not use the Confidential Information in any business or capacity other than with the FirstLight Home Care System;

(b) will maintain the confidentiality of the Confidential Information;

(c) will not use the Confidential Information for the benefit of any third party; and

(d) will restrict disclosure of the Confidential Information to your employees who need access to it in order to operate your FirstLight Home Care Business.

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

The FirstLight Home Care System is based on a model of active direct engagement in the FirstLight Home Care Business by the franchisee. It is not an absentee-owner model. Although the Franchise Agreement does not obligate you to do so, we strongly recommend that you participate personally in the actual operation of your FirstLight Home Care Business. Your FirstLight Home Care Business must at all times be under the direct on-premises supervision of you or a trained, competent individual who: (1) has been approved by us in writing, (2) devotes his or her full time and energy to the operation of the FirstLight Home Care Business, and (3) has completed the initial training program to our satisfaction. We do not require that the individuals have an ownership/equity interest in the FirstLight Home Care Business entity, but recommend that they do.

You or your principal (if the franchisee is a business entity), and any person holding the position of manager (or similar responsibility) at the time of opening and anytime thereafter, are also obligated under the Franchise Agreement to attend and satisfactorily complete the initial training program disclosed in Item 11 of this Disclosure Document. You and your manager must attend at least one of the regional or national meetings held by us each calendar year, and also satisfactorily complete any other training programs that we may reasonably require. You and one full time equivalent employee must have completed all necessary training as of the date your FirstLight Home Care Business opens.
You must have a staff comprised of at least two full time equivalents including your manager who has completed all necessary training as of the date the Franchised Business opens.

Criminal checks, credit checks, driving (DMV) checks, and background checks (including but not limited to searches for tax liens, former addresses and aliases) must be conducted on all of your employees, including managers, before their date of hire, and the report information must meet guidelines we establish. You must update these checks on existing employees at frequencies we determine, which is at least once per year (6 months is strongly recommended), or more frequently if you or we have reason to believe an employee's record has substantially changed. Subject to state and/or federal law, other than as described above, and the requirements of the Operations Manual (which currently prohibit employment of an on-premises supervisor having any felony conviction), there are no limits on whom you may hire as an on-premises supervisor.

Under the Franchise Agreement, you must acknowledge that certain Confidential Information is confidential, proprietary and a trade secret of FirstLight HomeCare Franchising, LLC. Additionally, we require you and your officers and directors or primary owners to sign with us Non-Disclosure, Non-Solicitation and Non-Competition Agreements in the form attached to this Disclosure Document as Exhibit E. Exhibit E also includes a form of Non-Disclosure, Non-Solicitation and Non-Competition Agreement which we require you to sign with your employees; provided that you must revise such Agreement to ensure it complies with applicable state law.

You, or your owners (if you are a corporation, limited liability company, partnership, or other legal entity), must sign a Personal Guaranty attached as Exhibit D to this Franchise Disclosure Document. We may require your spouse to execute a personal guaranty.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may provide only those services and products approved by us as a part of or for use in connection with the FirstLight Home Care System and operation of the FirstLight Home Care Business. You must provide all of the services and products listed in the operations manual or as required by FirstLight Home Care in writing. You may request our approval for the sale of certain services and products not designated for general use as part of the FirstLight Home Care System, and we will consider such requests based upon your individual qualifications, local or regional differences between franchisees and test marketing. Our consent with respect to any one franchisee to provide these additional services or products does not create any right or rights in other franchisees to provide the same services or products. You must discontinue selling or offering for sale any services or products that we may, in our sole discretion, disapprove in writing. We have the right to add to, discontinue or modify the required services or products at our discretion. There are no limits on this right to make changes.

As described in Item 12 of this Disclosure Document, you may not provide the FirstLight Home Care services and products, or sell to or from any location outside the premises of your FirstLight Home Care Business, without our prior written consent.

See Items 8 and 12 of this Disclosure Document for additional information.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Franchise Agreement

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	The term continues for 10 years, unless terminated earlier pursuant to the Franchise Agreement.
b. Renewal or extension of the term	Section 2.2	You may, at your option, if you are in good standing, renew the Franchise Agreement for the then-current renewal term(s) (currently 10 years).
c. Requirements for franchisee to renew or extend	Section 2.2	You may renew, provided that at the end of the initial term and each such renewal term you give written notice between 6 months and 1 year before the end of the then current term; are not in default under any provision of the Franchise Agreement or any other agreement with us; exhibit the ability to occupy the premises throughout the renewal term; agree to take any action, including updating remodeling, to ensure the premises conforms to the then-current FirstLight Home Care requirements; sign our then-current form of Franchise Agreement; grant a general release of all claims against us through the date of renewal; comply with then-current training requirements; agree to conform the business to our then-current standards, and pay the renewal fee. The term renewal means that the franchise relationship is extended for the additional term of years provided under your original contract. The then-current form of Franchise Agreement you sign may have materially different terms and conditions than your original contract, including a different advertising fee, a different royalty, different Minimum Performance Standards and additional renewal terms. The Minimum Performance Standard upon renewal will be our then-current rate based on the number of months your FirstLight Home Care Business has been in operation.
d. Termination by franchisee	Not applicable	If you comply with the Franchise Agreement, and we fail to cure a material provision within 60 days after written notice.

Provision	Section in Franchise Agreement	Summary
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	Sections 13.1 and 13.2	We may terminate the Franchise Agreement on your default.
g. "Cause" defined – curable defaults	Sections 13.1 and 13.2	Defaults that can be cured include: misuse of the FirstLight Home Care System, licensed rights or trademarks or other actions that impair the goodwill associated with these, your use of any name, trademark, or other marks not authorized by us; your failure to make any payment to us when due; your failure to furnish us with any report or information required by the Franchise Agreement, including, but not limited to, Client Care Agreements; your failure to operate the FirstLight Home Care business in compliance with the Franchise Agreement and Operations Manual, or any other quality or operations standards and guidelines issued in writing by us; failure to maintain insurance as required in the Franchise Agreement; your failure to perform in compliance with any provisions of the Franchise Agreement or other agreement to which you and we are parties; your failure to operate the FirstLight Home Care business for 5 consecutive days; we provide you with a notice of default under Section 13 of the Franchise Agreement after 2 previous defaults which have been cured after notice of default within the preceding 12-month period; and failure by your executor to comply with Section 12.5 of the Franchise Agreement; your failure to meet or exceed the revenue goals set out in the Franchise Agreement, unless you complete corrective action steps we designate, over a collaborative 60-day period, which results in you meeting or exceeding the revenue goals during the subsequent month after the collaborative 60-day period; if you operate outside your Franchised Area, service customers outside your Franchised Area or market outside your Franchised Area.

Provision	Section in Franchise Agreement	Summary
h. "Cause" defined – non-curable defaults	Sections 13.1 and 13.2	Non-curable defaults include: your failure to open FirstLight Home Care business and begin business operations within 120 calendar days after the effective date of the Franchise Agreement; failure to satisfactorily complete the initial training program; if you are in the bottom 10% of all franchisees with respect to client satisfaction during the survey period immediately following completion of the corrective action plan implemented and instituted by you and us to address prior client satisfaction deficiencies; any assignment for the benefit of creditors, if not dismissed within 15 days; failure, for 10 days after receipt of notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the operation of the FirstLight Home Care Business; any attempted transfer in violation of Section 12 of the Franchise Agreement; material misrepresentation relating to the acquisition of the franchise or conduct reflecting materially and unfavorable on the operation or reputation of the FirstLight Home Care Business or the FirstLight Home Care System; seizure or foreclosure of the FirstLight Home Care Business by government official, creditor, lienholder or lessor, if not dismissed within 30 days; admission by you of your inability to pay your obligations as they come due; appointment of a receiver over all or any part of your assets; levy of execution on the franchise license or any property of the FirstLight Home Care Business if not discharged within 5 days; filing by you of a petition in bankruptcy, reorganization or similar proceeding or your naming as a debtor in a bankruptcy proceeding; your conviction of a felony or any other crime involving moral turpitude; determination by us that continued operation of the FirstLight Home Care Business will result in immediate danger to public health or safety, or create a negative or adverse impact upon the FirstLight Home Care brand, and such default is not cured within 3 days after notice; your death without an election by your executor to sell and transfer the FirstLight Home Care Business as set forth in Section 12.5 of the Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
i. Franchisee's obligations on termination/ non-renewal	Section 14.1	Obligations include cessation of operation of franchised FirstLight Home Care business, cessation of use of FirstLight Home Care System and the trademarks and advertising, complete de-identification of the FirstLight Home Care Business, using a secured method of transport for the return of all FirstLight Home Care manuals, sublicensed software, client care agreements, client records in all forms and media, computer files and all other materials related to the FirstLight Home Care Business, including electronic access, assignment of all telephone numbers and lines and classified listings to FirstLight Home Care, payment to us of all amounts owed, turn over to us a current list of clients and caregivers, and keep confidential all information that you acquired through operation of your FirstLight Home Care Business. (See also r. below). You must also provide us with the login credentials for your Wordpress account, your microsite, and any and all social media accounts, online directories, and/or review sites.
j. Assignment of contract by franchisor	Section 12.1	We have the right to assign our rights and obligations under the Franchise Agreement to anyone assuming our obligations under the Franchise Agreement.
k. "Transfer" by franchisee – definition	Section 12.2	A transfer includes any sale, assignment, transfer, pledge or encumbrance under the Franchise Agreement, the franchise, or any ownership in the franchise.
l. Franchisor's approval of transfer by franchisee	Section 12.2	We will not unreasonably withhold our consent to a transfer by you, but will have the right to approve the transfer.

Provision	Section in Franchise Agreement	Summary
m. Conditions for franchisor's approval of transfer	Section 12.2	You have paid all of your obligations to us, and all other obligations to us have been fulfilled by you, your right to receive payment for any interest in the franchised FirstLight Home Care Business is made subordinate to our right to receive all outstanding monetary obligations under the Franchise Agreement, you sign a general release of all claims against us, the new franchisee enters in a written assumption agreement, the new franchisee meets our qualifications, the current Franchise Agreement and other applicable agreements are signed by the new franchisee, the new franchisee agrees to meet our then-current Minimum Performance Standard based on the number of years the FirstLight Home Care Business has been in operation, the managers successfully complete the initial training program and meet all training requirements then in effect, the transfer fee (and if applicable, Additional Area Fee) is paid, franchisee and new franchisee provide a written transition plan, and new franchisee obtains all permits and licenses to operate the FirstLight Home Care Business (See also n. and r. below).
n. Franchisor's right of first refusal to acquire franchisee's business	Section 12.4	We can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable
p. Death of franchisee	Section 12.5	Executor must notify us within 30 days of death of election to transfer and sell, and franchise must be transferred by estate to an approved franchisee within 3 months, and executor must retain a manager approved by us, and having completed the required training, to manage and operate the FirstLight Home Care Business from the date of the election until the date of transfer. The transfer is subject to usual conditions of transfer.
q. Non-competition covenants during the term of the franchise	Section 7.15	No involvement in competing business without our prior written consent (subject to state law).

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 14.3	No competing business for 2 years within the Franchised Area, within a radius of 25 miles from the boundary of the Franchised Area, within any other FirstLight Home Care Business' franchised area, or within a radius of 10 miles from the boundary of any other FirstLight Home Care Business' franchised area (subject to state law).
s. Modification of the agreement	Section 17.1	No modifications generally unless in writing signed by both parties, but FirstLight Home Care System and Operations Manual subject to change by us in our sole discretion.
t. Integration/merger clause	Section 17.1	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Sections 15.1 and 15.2	First mediation and then binding arbitration before the American Arbitration Association ("AAA") at FirstLight Home Care's headquarters (currently, Cincinnati, OH) or at the AAA's office closestto FirstLight Home Care's headquarters (subject to state law). Nothing precludes FirstLight Home Care's right to seek injunctive relief before any court of competent jurisdiction.
v. Choice of forum	Section 15.3	Litigation must be filed in Hamilton County, Ohio or the Southern District of Ohio (subject to state law).
w. Choice of law	Section 17.3	Ohio law applies (subject to state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The Federal Trade Commission'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.

The first table below describe the "Gross Revenue" reported to us by franchisees for the 12-month period ended December 31, 2022 (the "Reporting Period") by the number of months in operation as of

December 31, 2022. As of December 31, 2022, there were 195 franchised FirstLight Home Care businesses in operation. We have included information from 160 of those 195 franchised FirstLight Home Care businesses. We excluded 35 franchised FirstLight Home Care businesses for the following reasons: 17 locations that opened in 2022, 17 locations that did not follow the 2 full-time person model (as required in the Franchise Agreement) and 1 location that had inaccurate revenue reporting. The tables below also do not include information from 5 franchised FirstLight Home Care businesses that closed during 2022. No FirstLight Home Care business closed during the Reporting Period after being open less than 12 months. These 160 franchised FirstLight Home Care businesses are referred to in this Item 19 as the "Item 19 Businesses."

For purposes of the tables below, "Gross Revenue" means that revenue for the calendar year 2022 on which a franchisee pays royalty fees (which is referred to as "Gross Revenue" in the Franchise Agreement). This is the total amount of money the franchisee and its owners receive for all goods and services rendered in connection with the Marks, and all other income of any kind derived directly or indirectly in connection with the operation of the Item 19 Business. We have not audited the figures below.

# of Months in Operation as of 12/31/22	# of Businesses	Average Gross Revenue	Median Gross Revenue	Highest Gross Revenue	Lowest Gross Revenue	# of Businesses Met or Exceeded Average
12-24 Months	14	$569,517.41	$490,056.35	$1,125,939.41	$90,077.51	5 (36%)
24-36 Months	14	$1,037,181.47	$718,165.90	$2,705,906.21	$128,362.00	5 (36%)
12 + Months	160	$1,146,088.22	$928,001.08	$5,717,801.92	$90,077.51	61 (38%)
36 + Months	132	$1,218,790.39	$1,001,483.10	$5,717,801.92	$97,930.40	49 (37%)

The table below discloses certain information reported to us by 101 FirstLight Home Care Businesses that use our currently designated CMS (the "Designated Businesses"). The remaining 94 FirstLight Home Care Businesses do not use our currently designated CMS and therefore, we do not have access to that information for such FirstLight Home Care Businesses.

The chart below discloses the number of clients billed, the rate billed, the number of paid caregivers on staff, the average hourly pay rate, and the average margin for Designated Businesses during the Reporting Period. The margin is equal to the percentage of the bill rate that is not paid to caregivers.

	Billed Clients	Bill Rate	Paid Caregivers	Pay Rate	Margin
Median	32	$30.83	40	$14.63	53%
Average	42	$32.91	46	$14.63	56%
Min	3	$21.45	3	$8.72	59%
Max	268	$52.41	194	$21.37	59%
# of Businesses Met or Exceeded Average	40 (40%)	40 (40%)	40 (40%)	40 (40%)	40 (40%)

Some franchised FirstLight Home Care businesses have earned these amounts. Your individual results may differ. There is no assurance that you'll earn these amounts.

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Glee McAnanly, President, FirstLight HomeCare Franchising, LLC, 7870 East Kemper Rd., Suite 400, Cincinnati, Ohio 45249, (513) 766-8402, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR FISCAL YEARS 2020 TO 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	185	190	5
	2021	190	183	-7
	2022	183	195	+12
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	**2020**	**185**	**190**	**5**
	2021	**190**	**183**	**-7**
	2022	**183**	**195**	**+12**

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES
TO NEW OWNERS (OTHER THAN THE FRANCHISOR)
FOR FISCAL YEARS 2020 TO 2022

State	Year	Number of Transfers
California	2020	2
	2021	1
	2022	1
Colorado	2020	0
	2021	0
	2022	4

State	Year	Number of Transfers
Florida	2020	2
	2021	3
	2022	0
Missouri	2020	0
	2021	1
	2022	0
New Jersey	2020	1
	2021	0
	2022	0
Ohio	2020	1
	2021	0
	2022	0
Pennsylvania	2020	0
	2021	1
	2022	0
South Carolina	2020	0
	2021	2
	2022	0
Texas	2020	0
	2021	0
	2022	4
Totals	**2020**	**6**
	2021	**8**
	2022	**9**

TABLE NO. 3
FRANCHISED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2020 TO 2022

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	1	3
	2022	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Arizona	2020	3	0	0	0	0	0	3
	2021	3	2	0	0	0	1	4
	2022	4	0	0	0	0	0	4
Arkansas	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
California	2020	18	2	0	0	0	2	18
	2021	18	0	0	0	0	2	16
	2022	16	5	0	0	0	0	21
Colorado	2020	10	0	0	0	0	0	10
	2021	10	2	0	0	0	0	12
	2022	12	0	0	0	0	0	12
Connecticut	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Florida	2020	25	1	0	0	0	1	25
	2021	25	0	0	0	0	1	24
	2022	24	1	0	0	0	1	24
Georgia	2020	8	0	0	0	0	1	7
	2021	7	0	0	0	0	1	6
	2022	6	0	0	0	0	0	6
Hawaii	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Idaho	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois	2020	6	0	0	0	0	1	5
	2021	5	0	0	0	0	3	2
	2022	2	0	0	0	0	0	2
Indiana	2020	4	0	0	0	0	1	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Kansas	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Kentucky	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Maine	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maryland	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Massachusetts	2020	3	2	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Michigan	2020	6	1	0	0	0	0	7
	2021	7	1	0	0	0	2	6
	2022	6	1	0	0	0	0	7
Minnesota	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Mississippi	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Missouri	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Nebraska	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Nevada	2020	3	1	0	0	0	0	4
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New Jersey	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	1	0	0	0	2	5
New York	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
North Carolina	2020	2	3	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	0	6
North Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Ohio	2020	16	0	0	0	0	0	16
	2021	16	0	0	0	0	0	16
	2022	16	0	0	0	0	0	16
Oklahoma	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3
Oregon	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Pennsylvania	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	1	0	0	0	2	7
South Carolina	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	1	0	0	0	0	9
Tennessee	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	1	0	0	0	0	7
Texas	2020	10	1	0	0	0	1	10
	2021	10	0	0	0	0	2	8
	2022	8	2	0	0	0	0	10
Utah	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Virginia	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	1	7
	2022	7	0	0	0	0	0	7
Washington	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Wisconsin	2020	2	0	0	0	0	1	1
	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1
Totals	**2020**	**185**	**13**	**0**	**0**	**0**	**8**	**190**
	2021	**190**	**8**	**0**	**0**	**0**	**15**	**183**
	2022	**183**	**17**	**0**	**0**	**0**	**5**	**195**

TABLE NO. 4
COMPANY-OWNED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2020 TO 2022

State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating At End of Year
All States	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	**2020**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**0**	**0**	**0**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**

TABLE NO. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Alabama	0	1	0
California	0	4	0
Florida	0	1	0
Georgia	0	2	0
Illinois	0	3	0
Michigan	0	3	0
Minnesota	0	2	0
Missouri	1	1	0
Montana	0	1	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
New Jersey	0	1	0
North Carolina	0	1	0
Ohio	0	1	0
Oregon	0	0	0
Pennsylvania	0	2	0
South Carolina	1	1	0
Tennessee	0	1	0
Texas	0	4	0
Utah	0	1	0
Virginia	1	1	0
Washington	0	1	0
Totals	**3**	**32**	**0**

Lists of Current and Former Franchisees

Please see Exhibit G for a list of names, addresses and telephone numbers of our current franchisees. Exhibit G also lists the name, city and state and current business telephone number, or the last known home telephone number of franchisees who have had outlets terminated, canceled or not renewed or who otherwise have voluntarily or involuntarily ceased to do business under our Franchise Agreement, or who have not communicated with us within 10 weeks of the application date. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

Confidentiality Clauses

During the past 3 fiscal years, no franchisees have signed agreements that contain confidentiality clauses that would restrict a franchisee's ability to speak openly about their experience with us.

Trademark-Specific Franchisee Organizations

We are not currently aware of any trademark-specific franchisee organizations associated with the FirstLight Home Care franchise system.

ITEM 21
FINANCIAL STATEMENTS

The audited financial statements of FirstLight HomeCare Franchising, LLC for the years ended December 31, 2022, December 31, 2021 and December 31, 2020.

ITEM 22
CONTRACTS

Attached to this Disclosure Document are copies of the following agreements relating to the offering of the FirstLight Home Care franchise:

Exhibit B	FirstLight Home Care Franchise Agreement, Conversion Addendum and SBA Addendum
Exhibit D	Joint and Several Unconditional Guaranty
Exhibit E	Non-Disclosure Agreements
Exhibit F	FirstLight Home Care Web Site Listing Agreement
Exhibit K	State-Specific Addenda
Exhibit L	General Release

ITEM 23
RECEIPTS

Attached as the last two pages of this Disclosure Document are duplicate Receipts to be signed by you. Keep one for your records and return the other one to us.

EXHIBIT A

FINANCIAL STATEMENTS OF
FIRSTLIGHT HOMECARE FRANCHISING, LLC

FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORT

FIRSTLIGHT HOMECARE FRANCHISING, LLC

DECEMBER 31, 2022 and 2021

TABLE OF CONTENTS

	PAGE
Independent Auditor's Report	1-2
FINANCIAL STATEMENTS	
Balance Sheets	3
Statements of Income	4
Statements of Member's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7

DOUGLAS COREY & ASSOCIATES, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
10201 FAIRFAX BOULEVARD, SUITE 480
FAIRFAX, VIRGINIA 22030
(703) 354-2900 • FAX (703) 354-2606 E-MAIL: coreycpa@coreycpa.com

INDEPENDENT AUDITOR'S REPORT

To the Member
FirstLight HomeCare Franchising, LLC

We have audited the accompanying financial statements of FirstLight HomeCare Franchising, LLC, which comprise the balance sheets as of December 31, 2022 and 2021 and the related statements of income, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Douglas Gray & Associates, P.C.

February 13, 2023

FirstLight HomeCare Franchising, LLC
Balance Sheets
December 31, 2022 and 2021
(See Independent Auditor's Report and notes to financial statements)

	2022	2021
Assets		
Current Assets		
Cash	$ 1,171,135	$ 1,192,276
Accounts receivable	982,759	1,038,111
Allowance for uncollectible accounts	(16,891)	(24,751)
Prepaid expenses	252,208	108,316
Inventory	3,538	7,452
Notes receivable - current	31,104	47,945
Allowance for uncollectible notes	-	(47,945)
Right of use - office space, current	117,007	115,280
Right of use - copier, current	2,666	-
Total current assets	2,543,526	2,436,684
Property and equipment, net of accumulated depreciation of $109,872 and $256,229, respectively	21,535	81,139
Work in progress - concept development	17,733	17,733
Right of use - office space	361,657	478,664
Right of use - copier	8,738	-
Deposits	6,352	6,352
Total Assets	$ 2,959,541	$ 3,020,572
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 157,233	$ 399,077
Accrued payroll	857,476	495,832
Royalty rebates payable	120,000	181,600
Deferred revenue - current	107,439	93,993
Lease liability - office space, current	117,006	115,280
Lease liability - copier, current	2,666	-
Total current liabilities	1,361,820	1,285,782
Deferred revenue	645,048	426,980
Lease liability	370,395	478,664
Member's Equity	582,278	829,146
	$ 2,959,541	$ 3,020,572

FirstLight HomeCare Franchising, LLC
Statements of Income
For the years ended December 31, 2022 and 2021
(See Independent Auditor's Report and notes to financial statements)

	2022	2021
Income		
Franchise fees	$ 196,608	$ 389,816
Royalty fees (net of rebates)	10,228,961	9,121,000
Technology and other franchise services	920,719	1,174,228
Transfer fees	-	-
Conference sponsorships and attendance	108,619	70,441
	11,454,907	10,755,485
Cost of sales		
Technology and other franchise services	1,021,884	1,448,560
Broker, referral and other fees	28,153	153,864
	1,050,037	1,602,424
Gross profit	10,404,870	9,153,061
Operating expenses		
Personnel	4,851,801	4,560,285
Franchise support	1,086,133	1,249,574
General and administrative	434,439	509,500
Professional fees	357,714	435,320
Franchise sales	314,486	344,852
Depreciation and amortization	21,903	131,148
Bad debt	16,634	20,218
Interest	-	-
Total expenses	7,083,110	7,250,897
Income from operations	3,321,760	1,902,164
Other income (expenses)		
Loss on asset retirements	(43,628)	(109,765)
Interest	-	2,403
Other income	-	21,840
Net income	$ 3,278,132	$ 1,816,642

FirstLight HomeCare Franchising, LLC
Statements of Members' Equity
For the years ended December 31, 2022 and 2021
(See Independent Auditor's Report and notes to financial statements)

Member's equity, January 1, 2021	$ 1,463,004
Distributions	(2,450,500)
Net income	1,816,642
Member's equity, December 31, 2021	829,146
Distributions (net)	(3,525,000)
Net income	3,278,132
Member's equity, December 31, 2022	$ 582,278

FirstLight HomeCare Franchising, LLC
Statements of Cash Flows
For the years ended December 31, 2022 and 2021
(See Independent Auditor's Report and notes to financial statements)

	2022	2021
Cash flows from operating activities:		
Net income	$ 3,278,132	$ 1,816,642
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Bad debt expense	16,634	20,218
Loss on asset retirements	43,628	109,765
Depreciation	21,903	131,148
Amortization of right of use assets	-	9,683
(Increase) decrease in accounts receivable	30,857	(50,811)
(Increase) decrease in prepaid expense	(143,892)	81,537
(Increase) decrease in inventory	3,914	(7,452)
(Increase) decrease in deposits	-	3,973
Increase (decrease) in accounts payable	(241,844)	(117,917)
Increase (decrease) in accrued payroll	361,644	263,313
Increase (decrease) in royalty rebates payable	(61,600)	(17,000)
Increase (decrease) in deferred revenue	231,514	178,603
Increase (decrease) in deferred rent	-	(13,412)
Net cash provided (used) by operating activities	3,540,890	2,408,290
Cash flows from investing activities:		
Purchase of property and equipment	(5,927)	(17,452)
Loans to franchisees	(31,104)	24,698
Net cash provided (used) by investing activities	(37,031)	7,246
Cash flows from financing activities:		
Net distributions to member	(3,525,000)	(2,450,500)
Increase in right of use asset	(12,996)	(603,627)
Increase in right of use liability	12,996	593,944
Net cash provided (used) by financing activities	(3,525,000)	(2,460,183)
Net (Decrease) Increase in Cash	(21,141)	(44,647)
Cash, beginning of year	1,192,276	1,236,923
Cash, end of year	$ 1,171,135	$ 1,192,276
Supplemental disclosures of cash flow information:		
Cash paid during the year for:		
Income taxes	$ -	$ -
Interest expense	$ -	$ -

FirstLight HomeCare Franchising, LLC
Notes to Financial Statements
December 31, 2022 and 2021
(See Independent Auditor's Report)

Note A - Summary of Accounting Policies

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Nature of Business

FirstLight HomeCare Franchising, LLC is a Delaware limited liability company formed on December 7, 2009 to engage in the business of selling or supporting franchises or serving as a holding company for entities who engage in the business of selling or supporting franchises. The company markets franchises in both U.S and Canadian markets.

2. Basis of Accounting

It is the Company's policy to prepare its financial statements on the accrual basis of accounting in accordance with U.S. generally accepted accounting principles.

3. Revenue Recognition

In accordance with Accounting Standard Codification 606 (ASC 606), performance obligations and related transaction prices are identified for each franchise agreement. Revenue is recognized based on completion of the performance obligations. FirstLight HomeCare Franchising, LLC has identified performance obligations met in the first year of a franchise contract. Franchise fees in excess of first year performance obligations are recorded as deferred revenue and recognized over the 10-year franchise period as identified in each agreement. If a franchise is sold or closed by the franchisee, the remainder of the performance obligation is recognized in the year of sale.

For the year ended December 31, 2022, performance obligations recognized as revenue totaled $18,451. Franchise fees reported as deferred revenue totaled $345,386 for the year ended December 31, 2022. For the year ended December 31, 2021, performance obligations recognized as revenue totaled $57,669. Franchise fees reported as deferred revenue totaled $277,792 (net of one franchise closure) for the year ended December 31, 2021.

Royalties collected are based on franchisee income. Technology fees typically are charged as a fixed fee plus a variable component based on volume. This revenue is recognized as earned and a receivable is recorded for any amounts not collected by year-end. Franchisees who signed agreements prior to May 1, 2015 are eligible to receive rebates on royalty fees if certain performance standards are achieved. Royalty rebates have been netted against royalty revenue in the

Note A - Summary of Accounting Policies, continued

3. Revenue Recognition, continued

accompanying financial statements. Franchisees in good standing may purchase additional territories. Franchise agreements are for a period of 10-years. Upon expiration of the agreement, franchisees in good standing have the option to sign the then current franchise agreement for an additional 10-year term.

4. Advertising

FirstLight HomeCare Franchising, LLC advertises to recruit franchisees and improve name recognition for the FirstLight HomeCare brand. These costs are expensed as incurred and totaled $182,456 and $203,533 for the years ended December 31, 2022 and 2021, respectively.

5. Accounts Receivable

Accounts receivable consists of royalty and technology fees and other miscellaneous fees that have been earned as of December 31, 2022 and 2021, but not yet collected. Management reviews past due balances on a franchise- by- franchise basis and makes decisions on collectability based on each situation. If necessary, past due accounts will be put on a payment plan or converted to a note receivable. If management determines an account receivable is uncollectible, collections proceed while an allowance for uncollectible accounts is set up. As of December 31, 2022 and 2021, the allowance for uncollectible accounts totaled $16,891 and $24,751, respectively.

6. Depreciation

Property and equipment with a cost of over $2,500 is capitalized and depreciated over its service life. Assets are recorded at cost at the date of acquisition. Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations using the straight-line method over their estimated service lives, which range from 2 to 7 years.

7. Income Taxes

Income or losses from the Company is combined with income and expenses of the Member from other sources and reported on the Member's Federal and state income tax returns; therefore, it is classified as a pass-through entity for Federal and state income tax purposes. Thus, no provision for income taxes has been recorded in the financial statements. The Company's 2020 through 2022 tax years are open for examination by federal and state taxing authorities.

Note A - Summary of Accounting Policies, continued

8. Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts disclosures. Accordingly, actual results could differ from those estimates.

9. Reclassifications

Certain amounts in the accompanying financial statements for December 31, 2021 have been reclassified to conform to the presentation of the financial statements for December 31, 2022.

Note B – Date of Management's Review

In preparing the financial statements, management has evaluated events and transactions for potential recognition or disclosure through February 13, 2023, the date that the financial statements were available to be issued.

Note C—Liquidity and Availability of Financial Assets

FirstLight HomeCare Franchising, LLC maintains a liquid cash balance in their checking account in an amount necessary to meet its anticipated operating expenditures for the next one to two months of the next year.

FirstLight HomeCare Franchising, LLC 's financial assets available for general expenditures through December 31, 2023 are as follows:

Financial assets:	
Cash and cash equivalents –available for general expenditures within one year	$1,171,135

Note D – Property and Equipment

Property and equipment are as follows:

	2022	2021
Computer equipment	$21,377	$41,566
Other equipment	-	-
Office furniture	40,128	40,128
Software	60,901	246,673
Leasehold improvements	9,001	9,001
	131,407	337,368
Less: Accumulated depreciation	(109,872)	(256,229)
Net book value	$21,535	$81,139

Depreciation expense for the years ended December 31, 2022 and 2021 is $21,903 and $131,148, respectively.

Note E – Leases

Office lease

During 2015, the company entered into a lease for office space. The lease commenced on January 1, 2016 and has a term of 72 months. Base rent was $6,352 with a 2.5% escalation annually. In addition to monthly rent, the Company was responsible for their pro-rata share of taxes and operating expenses. Under this lease, rent expense totaled $149,901 for the year ended December 31, 2021.

During 2021, the Company renewed their office lease for a term of 61 months. The renewal commenced on December 1, 2021. Base rent is $9,683 with a 3% escalation annually. In addition to monthly rent, the Company is responsible for their percentage share of taxes and operating expenses, which was 8.61% at the lease renewal commencement date. The taxes and operating expenses are variable lease expenses and will be expensed as incurred. Under Accounting Standard Codification 842, the lease is classified as a Type B operating lease and is reflected as a right of use asset and a right of use liability on the accompanying financial statements. The asset and liability will be amortized over the life of the lease using a risk-free rate of 1.47%. %. Rental expense under this lease totaled $116,385 for the year ended December 31, 2022. In addition, $91,765 was expensed for variable lease expenses. Rental expense under this lease totaled $9,683 for the year ended December 31, 2021. In addition, $5471 was expensed for variable lease expenses.

Note E – Lease, continued

Following is a schedule of amortization of the right of use asset for the remaining lease term:

Year ended December 31:	
2023	$117,007
2024	118,738
2025	120,553
2026	122,366
Total	$478,664

Copier

During 2022, the Company leased a copier a term of 60 months. The lease commenced on June 1, 2022. Base rent is $229. Under Accounting Standard Codification 842, the lease is classified as a Type B operating lease and is reflected as a right of use asset and a right of use liability on the accompanying financial statements. The asset and liability will be amortized over the life of the lease using a risk-free rate of 2.94%.

Note F – Notes receivable

On October 14, 2022, the Company issued a promissory note totaling $33,932. The note bears interest at 0% per month and is payable in monthly installments of $2,828 over 12 months. The note balance as of December 31, 2022 is $31,104.

On June 1, 2020, the Company issued a promissory note totaling $54,342. The note bears interest at 1.25% per month and is payable in monthly installments of $3,391 over 18 months. Monthly payments were made on the note through August 2021. Management has deemed the remaining balance of $9,923 uncollectible. This amount has been recorded as bad debt expense for the year ended December 31, 2021.

Note G - Related Party Transaction

FirstLight HomeCare Franchising, LLC maintains a National Advertising Fund, which is used to cover advertising costs for the overall franchise system. The National Advertising Fund is operated by the FirstLight HomeCare Marketing Committee which represents both owners and the franchisor on marketing related issues, developing the most successful strategy for the National Advertising Fund, and working to continually ensure the greatest potential gain in the return on investment from all advertising and marketing efforts. The franchise agreements allow for a portion of royalty fees collected to be remitted to the fund. In addition, FirstLight HomeCare Franchising, LLC pays into the fund monthly.

FirstLight HomeCare Franchising, LLC paid $8,921 and $8,681 to the fund during the years ended December 31, 2022 and 2021, respectively.

FirstLight HomeCare Franchising, LLC franchisees paid $1,891,582 and $1,710,482 to the fund during the years ended December 31, 2022 and 2021, respectively.

As of December 31, 2022, the National Advertising Fund had a prepaid balance of $16,577. As of December 31, 2021, $63,202 was payable to the National Advertising Fund.

Note H – Commitments and Contingencies

Line of Credit

FirstLight HomeCare Franchising, LLC has access to a line of credit with maximum draws of $350,000. The line is guaranteed by the sole owner of FirstLight HomeCare Franchising, LLC. As of December 31, 2022 and 2021, there were no outstanding draws against the line. There was no interest paid during the years ended December 31, 2022 and December 31, 2021 as there were no draws against the line of credit. The line is renewed annually.

Note I – Concentration of Credit Risk

At various times during the years ended December 31, 2022 and 2020, the Company had more funds on deposit at one financial institution than the $250,000 insured by the Federal Deposit Insurance Corporation.

Note J – Retirement Plan

Effective September 1, 2018, the Company established a 401(k) plan. Plan participants must be 21 years of age or older and must complete one hour of service. Employees may elect to enter the plan on the first day of each calendar quarter of the year and may defer up to $20,500 and $19,500 for 2022 and 2021, respectively. The company match is 100% of salary deferrals up to the first 1% of eligible compensation. The matching contribution totaled $26,679 and $27,199 for the years ended December 31, 2022 and 2021, respectively.

Note K – Equity Participation Agreement

In 2020, the Company established an equity participation agreement, whereby management and essential employees are awarded a bonus based on annual investor distributions. Equity participation bonuses are included in the accompanying financial statements as part of accrued employee bonus.

Accrued bonuses totaled $668,100 and $331,212 for the years ended December 31, 2022 and 2021, respectively.

FINANCIAL STATEMENTS
AND INDEPENDENT AUDITOR'S REPORT

FIRSTLIGHT HOMECARE FRANCHISING, LLC

DECEMBER 31, 2021 and 2020

TABLE OF CONTENTS

	PAGE
Independent Auditor's Report	1-2
FINANCIAL STATEMENTS	
Balance Sheets	3
Statements of Income	4
Statements of Member's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7

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INDEPENDENT AUDITOR'S REPORT

To the Member
FirstLight HomeCare Franchising, LLC

We have audited the accompanying financial statements of FirstLight HomeCare Franchising, LLC, which comprise the balance sheets as of December 31, 2021 and 2020 and the related statements of income, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of FirstLight HomeCare Franchising, LLC as of December 31, 2021 and 2020 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Douglas Gray & Associates, P.C.

March 8, 2022

FirstLight HomeCare Franchising, LLC
Balance Sheets
December 31, 2021 and 2020
(See Independent Auditor's Report and notes to financial statements)

	2021	2020
Assets		
Current Assets		
Cash	$ 1,192,276	$ 1,236,923
Accounts receivable	1,038,111	987,300
Allowance for uncollectible accounts	(24,751)	(14,479)
Prepaid expenses	108,316	189,853
Inventory	7,452	-
Notes receivable - current	47,945	72,667
Allowance for uncollectible notes	(47,945)	(38,021)
Right of use - office space, current	115,280	-
Total current assets	2,436,684	2,434,243
Property and equipment, net of accumulated depreciation of $256,229 and $281,948, respectively	81,139	304,598
Work in progress - concept development	17,733	17,733
Right of use - office space	478,664	-
Deposits	6,352	10,325
Total Assets	$ 3,020,572	$ 2,766,899
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 399,077	$ 516,994
Accrued payroll	495,832	232,519
Royalty rebates payable	181,600	198,600
Deferred revenue - current	93,993	28,158
Lease liability - current	115,280	-
Deferred rent - current	-	13,412
Total current liabilities	1,285,782	989,683
Deferred revenue	426,980	314,212
Lease liability	478,664	-
Member's Equity	829,146	1,463,004
	$ 3,020,572	$ 2,766,899

FirstLight HomeCare Franchising, LLC
Statements of Income
For the years ended December 31, 2021 and 2020
(See Independent Auditor's Report and notes to financial statements)

	2021	2020
Income		
Franchise fees	$ 389,816	$ 870,973
Royalty fees (net of rebates)	9,121,000	8,235,627
Technology and other franchise services	1,174,228	1,152,883
Transfer fees	-	73,700
Conference sponsorshipsd and attendence	70,441	24,000
	10,755,485	10,357,183
Cost of sales		
Technology and other franchise services	1,448,560	1,581,202
Broker, referral and other fees	153,864	225,000
	1,602,424	1,806,202
Gross profit	9,153,061	8,550,981
Operating expenses		
Personnel	4,560,285	4,248,450
Franchise support	1,249,574	798,571
General and administrative	509,500	505,371
Professional fees	435,320	1,247,290
Franchise sales	344,852	443,057
Depreciation and amortization	131,148	119,476
Bad debt	20,218	97,505
Interest	-	2,404
Total expenses	7,250,897	7,462,124
Income from operations	1,902,164	1,088,857
Other income (expenses)		
Loss on asset retirements	(109,765)	-
Interest	2,403	4,029
Other income	21,840	12,766
Extraordinary item		
Payroll protection grant	-	683,959
Net income	$ 1,816,642	$ 1,789,611

FirstLight HomeCare Franchising, LLC
Statements of Members' Equity
For the years ended December 31, 2021 and 2020
(See Independent Auditor's Report and notes to financial statements)

Member's equity, January 1, 2020	$ 1,112,913
Distributions	(1,439,520)
Net income	1,789,611
Member's equity, December 31, 2020	1,463,004
Distributions (net)	(2,450,500)
Net income	1,816,642
Member's equity, December 31, 2021	$ 829,146

FirstLight HomeCare Franchising, LLC
Statements of Cash Flows
For the years ended December 31, 2021 and 2020
(See Independent Auditor's Report and notes to financial statements)

	2021	2020
Cash flows from operating activities:		
Net income	$ 1,816,642	$ 1,789,611
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Bad debt expense	20,218	-
Loss on asset retirements	109,765	-
Depreciation	131,148	119,476
Amortization of right of use asset	9,683	-
(Increase) decrease in accounts receivable	(50,811)	11,606
(Increase) decrease in prepaid expense	81,537	(101,081)
(Increase) decrease in inventory	(7,452)	-
(Increase) decrease in deposits	3,973	-
Increase (decrease) in accounts payable	(117,917)	260,034
Increase (decrease) in accrued payroll	263,313	157,164
Increase (decrease) in royalty rebates payable	(17,000)	(3,362)
Increase (decrease) in deferred revenue	178,603	127,856
Increase (decrease) in deferred rent	(13,412)	(9,541)
Net cash provided (used) by operating activities	2,408,290	2,351,763
Cash flows from investing activities:		
Purchase of property and equipment	(17,452)	(74,727)
Repayment of loans to franchisees	24,698	(24,618)
Net cash provided (used) by investing activities	7,246	(99,345)
Cash flows from financing activities:		
Net distributions to member	(2,450,500)	(1,439,520)
Increase in right of use asset	(603,627)	-
Increase in right of use liability	593,944	-
Line of credit draws	-	745,000
Line of credit repayments	-	(745,000)
Net cash provided (used) by financing activities	(2,460,183)	(1,439,520)
Net (Decrease) Increase in Cash	(44,647)	812,898
Cash, beginning of year	1,236,923	424,025
Cash, end of year	$ 1,192,276	$ 1,236,923
Supplemental disclosures of cash flow information:		
Cash paid during the year for:		
Income taxes	$ -	$ -
Interest expense	$ -	$ 2,404

FirstLight HomeCare Franchising, LLC
Notes to Financial Statements
December 31, 2021 and 2020
(See Independent Auditor's Report)

Note A - Summary of Accounting Policies

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Nature of Business

FirstLight HomeCare Franchising, LLC is a Delaware limited liability company formed on December 7, 2009 to engage in the business of selling or supporting franchises or serving as a holding company for entities who engage in the business of selling or supporting franchises. The company markets franchises in both U.S and Canadian markets.

2. Basis of Accounting

It is the Company's policy to prepare its financial statements on the accrual basis of accounting in accordance with U.S. generally accepted accounting principles.

3. Revenue Recognition

In accordance with Accounting Standard Codification 606 (ASC 606), performance obligations and related transaction prices are identified for each franchise agreement. Revenue is recognized based on completion of the performance obligations. FirstLight HomeCare Franchising, LLC has identified performance obligations met in the first year of a franchise contract. Franchise fees in excess of first year performance obligations are recorded as deferred revenue and recognized over the 10-year franchise period as identified in each agreement. If a franchise is sold by the franchisee, the remainder of the performance obligation is recognized in the year of sale.

Royalties collected are based on franchisee income. Technology fees typically are charged as a fixed fee plus a variable component based on volume. This revenue is recognized as earned and a receivable is recorded for any amounts not collected by year-end. Franchisees who signed agreements prior to May 1, 2015 are eligible to receive rebates on royalty fees if certain performance standards are achieved. Royalty rebates have been netted against royalty revenue in the accompanying financial statements. Franchisees in good standing may purchase additional territories. Fees for the purchase of additional territories are recognized when collected as the fees are non-refundable. Franchise agreements are for a period of 10-years. Upon expiration of the agreement, franchisees in good standing have the option to sign the then current franchise agreement for an additional 10 year term.

Note A - Summary of Accounting Policies, continued

4. Advertising

FirstLight HomeCare Franchising, LLC advertises to recruit franchisees and improve name recognition for the FirstLight HomeCare brand. These costs are expensed as incurred and totaled $203,533 and $295,179 for the years ended December 31, 2021 and 2020, respectively.

5. Accounts Receivable

Accounts receivable consists of royalty and technology fees and other miscellaneous fees that have been earned as of December 31, 2021 and 2020, but not yet collected. Management reviews past due balances on a franchise- by- franchise basis and makes decisions on collectability based on each situation. If necessary, past due accounts will be put on a payment plan or converted to a note receivable. If management determines an account receivable is uncollectible, collections proceed while an allowance for uncollectible accounts is set up. As of December 31, 2021 and 2020, the allowance for uncollectible accounts totaled $24,751 and $14,479, respectively.

6. Change in accounting method

During 2020, the Company changed from the direct write-off method of accounting for uncollectible accounts to the allowance method. Under the allowance method, once an account is deemed uncollectible, an allowance is set up as collections proceed. As a result of the change, an additional $14,479 was reported as bad debt expense as a result of uncollectible accounts receivable and $38,021 was reported as bad debt expense as a result of uncollectible notes receivable.

7. Depreciation

Property and equipment with a cost of over $1,500 is capitalized and depreciated over its service life. Assets are recorded at cost at the date of acquisition. Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations using the straight-line method over their estimated service lives, which range from 2 to 7 years.

8. Income Taxes

Income or losses from the Company is combined with income and expenses of the Member from other sources and reported on the Member's Federal and state income tax returns; therefore, it is classified as a pass-through entity for Federal and state income tax purposes. Thus, no provision for income taxes has been recorded in the financial statements. The Company's 2019 through 2021 tax years are open for examination by federal and state taxing authorities.

Note A - Summary of Accounting Policies, continued

9. Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts disclosures. Accordingly, actual results could differ from those estimates.

10. Reclassifications

Certain amounts in the accompanying financial statements for December 31, 2020 have been reclassified to conform to the presentation of the financial statements for December 31, 2021.

Note B – Date of Management's Review

In preparing the financial statements, management has evaluated events and transactions for potential recognition or disclosure through March 8, 2022, the date that the financial statements were available to be issued.

Note C—Liquidity and Availability of Financial Assets

FirstLight HomeCare Franchising, LLC maintains a liquid cash balance in their checking account in an amount necessary to meet its anticipated operating expenditures for the next one to two months of the next year.

FirstLight HomeCare Franchising, LLC 's financial assets available for general expenditures through December 31, 2022 are as follows:

Financial assets:	
Cash and cash equivalents –available for general expenditures within one year	$1,192,276

Note D – Property and Equipment

Property and equipment are as follows:

	2021	2020
Computer equipment	$41,566	$33,115
Other equipment	-	2,734
Office furniture	40,128	56,667
Software	246,673	476,064
Leasehold improvements	9,001	17,966
	337,368	586,546
Less: Accumulated depreciation	(256,229)	(281,948)
Net book value	$81,139	$304,598

Depreciation expense for the years ended December 31, 2021 and 2020 is $131,148 and $119,476, respectively.

Note E – Lease

During 2015, the company entered into a lease for office space. The lease commenced on January 1, 2016 and has a term of 72 months. Base rent is $6,352 with a 2.5% escalation annually. In addition to monthly rent, the Company is responsible for their pro-rata share of taxes and operating expenses. Under this lease, rent expense totaled $149,901 and $167,742 for the years ended December 31, 2021 and 2020, respectively. The lease included an abatement of rent for the first seven months that was recorded as a deferred liability in the accompanying financial statements. The deferred rent offset rent expense over the lease term in accordance with generally accepted accounting principles. The balance of deferred rent at December 31, 2021 and 2020 was $0 and $13,412, respectively. In 2018, the Company entered into a lease for additional space. The lease commenced in November 2018. Base rent is $8,944 with a 2.5% escalation annually.

During 2021, the Company renewed the lease for an additional term of 61 months. The renewal commenced on December 1, 2021. Base rent is $9,683 with a 3% escalation annually. In addition to monthly rent, the Company is responsible for their percentage share of taxes and operating expenses, which was 8.61% at the lease renewal commencement date. The taxes and operating expenses are variable lease expenses and will be expensed as incurred. FirstLight HomeCare, Franchising, LLC has elected early adoption of Accounting Standard Codification 842 (ASC 842). Under ASC 842, the lease is classified as a Type B operating lease and is reflected as a right of use asset and a right of use liability on the accompanying financial statements. The asset and liability will be amortized over the life of the lease using a risk-free rate of 1.47%. Rental expense under this lease totaled $9,683 for the year ended December 31, 2021. In addition, $5471 was expensed for variable lease expenses.

Note E – Lease, continued

Following is a schedule of amortization of the right of use asset for the remaining lease term:

Year ended December 31:	
2022	$115,280
2023	117,007
2024	118,738
2025	120,553
2026	122,366
Total	$593,944

Note F – Notes receivable

On June 1, 2020, the Company issued a promissory note totaling $54,342. The note bears interest at 1.25% per month and is payable in monthly installments of $3,391 over 18 months. Monthly payments were made on the note through August 2021. Management has deemed the remaining balance of $9,923 uncollectible. This amount has been recorded as bad debt expense for the year ended December 31, 2021.

On April 30, 2019, the Company issued a promissory note totaling $11,071. The note bears interest at 1.25% per month and is payable in monthly installments of $314 over 36 months. In 2018, the Company won a default judgement in the amount of $26,729 related to a prior unpaid note receivable. In 2019, the judgement was recorded as a note receivable in the amount of $26,950, the amount deemed collectible by the Company. No payments were made against these notes in 2020 and they were included in an allowance for uncollectible notes and recorded as bad debt expense for the year ended December 31, 2020.

Note G – Commitments and Contingencies

Line of Credit

FirstLight HomeCare Franchising, LLC has access to a line of credit with maximum draws of $350,000. The line is guaranteed by the sole owner of FirstLight HomeCare Franchising, LLC. As of December 31, 2021 and 2020, there were no outstanding draws against the line. Interest paid during the years ended December 31, 2021 and December 31, 2020 totaled $0 and $780, respectively. The line is renewed annually.

Note H – Retirement Plan

Effective September 1, 2018, the Company established a 401(k) plan. Plan participants must be 21 years of age or older and must complete one hour of service. Employees may elect to enter the plan on the first day of each calendar quarter of the year and may defer up to $19,500 for 2021 and 2020, respectively. The company match is 100% of the first 1% of employee contributions. The matching contribution totaled $27,199 and $25,888 for the years ended December 31, 2021 and 2020, respectively.

Note I – Equity Participation Agreement

In 2020, the Company established an equity participation agreement, whereby management and essential employees are awarded a bonus based on annual investor distributions. Equity participation bonuses are included in the accompanying financial statements as part of accrued employee bonus.

Note J – COVID-19/Payroll Protection Grant

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. In May 2020, FirstLight HomeCare Franchising, LLC obtained a $683,959 Paycheck Protection Program (PPP) loan issued as part of the CARES Act. The PPP loan is for small businesses and non-profit corporations that were affected by the COVID-19 pandemic. The loan is forgivable by the federal government if certain expenditure criteria are met by the borrower. Since FirstLight HomeCare Franchising, LLC met the forgiveness criteria during 2020, the funds received are reflected as a grant on the accompanying financial statements in accordance with FASB ASC 958-605.

EXHIBIT B

FIRSTLIGHT HOME CARE FRANCHISE AGREEMENT, CONVERSION ADDENDUM AND SBA ADDENDUM

FIRSTLIGHT HOME CARE FRANCHISE AGREEMENT

FRANCHISOR:	FirstLight HomeCare Franchising, LLC
FRANCHISEE:	_____
CITY, STATE OF FRANCHISED AREA:	_____
EFFECTIVE DATE:	_____

TABLE OF CONTENTS

		Page
1.	GRANT OF FRANCHISE	1
2.	TERM AND RENEWAL	2
3.	LOCATION AND FURNISHING OF PREMISES	3
4.	INITIAL FRANCHISE FEE	4
5.	ROYALTY, BASIC OPERATING PLATFORM FEE AND OTHER FEES	4
6.	DUTIES OF FIRSTLIGHT HOME CARE	5
7.	DUTIES OF FRANCHISEE	7
8.	PROPRIETARY MARKS	17
9.	FRANCHISE OPERATIONS MANUAL	19
10.	CONFIDENTIAL INFORMATION	19
11.	MARKETING, ADVERTISING AND PROMOTION	20
12.	TRANSFERABILITY OF INTEREST	24
13.	TERMINATION	27
14.	OBLIGATIONS UPON TERMINATION	29
15.	ENFORCEMENT	31
16.	INDEPENDENT CONTRACTOR	32
17.	MISCELLANEOUS	33
18.	ACKNOWLEDGMENTS AND REPRESENTATIONS	35
19.	EFFECTIVE DATE	35

EXHIBITS

Schedule A Franchisee Information
Schedule B Description of the Franchised Area and Excluded Clients Attachment 1 Direct Debit Authorization Agreement
Attachment 2 Assignment of Telephone Service Agreement Conversion Addendum
SBA Addendum
State-Specific Amendments

FIRSTLIGHT HOME CARE FRANCHISE AGREEMENT

This FirstLight Home Care Franchise Agreement (this "Agreement") is made and entered into as of the Effective Date as provided in Section 19.1 hereof by and between FirstLight HomeCare Franchising, LLC, a Delaware limited liability company having its principal business offices located at 7870 East Kemper Road, Suite 400, Cincinnati, Ohio 45249 and doing business as FirstLight Home Care ("FirstLight Home Care"), and _____, a(n) _____ having its principal business offices located at _____("Franchisee").

R E C I T A L S

WHEREAS, FirstLight Home Care has developed a business plan and method of operation for providing hands-on personal care, in home care assistance to those requiring companion care, dementia care and assistance with the activities of daily living, supplemental staffing services for nursing homes, hospitals, assisted living facilities and other institutional settings as well as skilled nursing care, and other related products, material and equipment as approved by FirstLight Home Care to individuals eighteen (18) years of age or older, utilizing certain standards, specifications, methods, procedures, techniques and management systems, identification methods and proprietary marks and information (the "FirstLight Home Care System"), all of which may be changed, improved and further developed from time to time by FirstLight Home Care. A business operated using the FirstLight Home Care System is referred to in this Agreement as a "FirstLight Home Care Business"; and

WHEREAS, the distinguishing characteristics of the FirstLight Home Care System include, without limitation, the name, and mark "FirstLight Home Care" and the FirstLight Home Care logo, together with such other trade names, service marks, trademarks and trade symbols, emblems, signs, slogans, trade dress, logos, colors, insignia and copyrights as FirstLight Home Care has adopted and has designated for use in connection with the FirstLight Home Care System and as FirstLight Home Care may hereafter acquire or develop and designate for use in connection with the FirstLight Home Care System (collectively, the "Marks"); and

WHEREAS, FirstLight Home Care uses the Marks to identify the source of the home care services provided by FirstLight Home Care Businesses and licenses the use of the Marks to its franchisees. The right to use the FirstLight Home Care System, the Marks and to operate a FirstLight Home Care Business is herein referred to as the "Licensed Rights"; and

WHEREAS, Franchisee desires to purchase a FirstLight Home Care franchise and to obtain the Licensed Rights to own and operate a FirstLight Home Care Business within a geographic area approved by FirstLight Home Care in accordance with and subject to the terms and conditions set forth herein, which terms and conditions are reasonably necessary to maintain the high and uniform standards of quality and service of the FirstLight Home Care System and to protect the goodwill and enhance the public image of the FirstLight Home Care System and the Marks.

NOW, THEREFORE, in consideration of the above recitals and the covenants and agreements contained in this Agreement, FirstLight Home Care and Franchisee agree as follows:

1. GRANT OF FRANCHISE

1.1 **Grant**: FirstLight Home Care hereby grants to Franchisee, upon the terms and conditions herein contained, the franchise and license to own and operate one FirstLight Home Care Business within the geographic area described in Schedule B attached hereto (the "Franchised Area") and to use the FirstLight Home Care System and the Licensed Rights in connection with the ownership and operation of

such FirstLight Home Care Business. Specifically, respecting the grant of rights to use the Marks, FirstLight Home Care hereby grants to Franchisee a license to use the Marks during the Term of this Agreement in accordance with the terms hereof. The Marks available for Franchisee's use shall be those on the list periodically distributed by FirstLight Home Care to Franchisee. The FirstLight Home Care Business operated by Franchisee using the Licensed Rights is referred to herein as the "Franchised Business."

1.2 **Area of Protected Territory**: Subject to the exceptions described within this Section 1.2, it is understood and agreed that as long as Franchisee is not in default under the terms of this Agreement, FirstLight Home Care shall not operate itself, or grant a franchise to any other party to own and operate, a FirstLight Home Care Business within the Franchised Area.

FirstLight Home Care may identify on Schedule B specific clients who reside within, or are located within, Franchisee's Franchised Area who, due to their prior business relationship with an existing franchisee, may continue receiving services from such other franchisee in order to ensure continuity of care ("Excluded Clients"). In the event that, subsequent to the Effective Date, an Excluded Client terminates its relationship with the franchisee providing services to them prior to the Effective Date, then the client shall cease to be included within the definition of Excluded Client, and Franchisee shall have the right to initiate any delivery of future services to such Excluded Client. The Franchisee who established the initial relationship with the Client will assist in coordinating the transfer of service to the New Franchisee within 12 months of the New Franchisee being operational. In the event any dispute arises between Franchisee and any other franchisees regarding the application of the provisions of this Section 1.2, Franchisee agrees that FirstLight Home Care shall have the right to resolve such disputes in its sole discretion.

1.3 **Limitations of Franchise**: Except as otherwise approved in advance, in writing, by FirstLight Home Care, Franchisee shall not provide services to individuals who will be served outside of the Franchised Area. Further, except as provided in Section 11 or otherwise approved in advance, in writing, by FirstLight Home Care, Franchisee shall not offer services to individuals who will be served outside of the Franchised Area.

Notwithstanding any other provisions of this Agreement to the contrary, the Licensed Rights do not include, and FirstLight Home Care retains the right, in its sole discretion, itself or through a parent, subsidiaries or affiliated or related business entities:

(a) To continue to open and operate other FirstLight Home Care Businesses and to use the FirstLight Home Care System and the Licensed Rights at any location outside of the Franchised Area, and to license others to do so;

(b) To develop, use and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia or copyrights not designated by FirstLight Home Care as Licensed Rights for use with similar or different franchise systems for the sale of the same, similar or different services or products other than in connection with the FirstLight Home Care System at any location within or outside of the Franchised Area on such terms and conditions as FirstLight Home Care may deem advisable and without granting Franchisee any rights therein.

2. TERM AND RENEWAL

2.1 **Initial Term**: The initial term (the "Initial Term") of this Agreement shall be for a period of ten (10) years commencing on the Effective Date. Such Initial Term and any renewal term, as applicable, shall be referred to herein as the "Term".

2.2 **Renewal**: Franchisee may, at its option, renew this Agreement for one (1) additional ten (10) year term, provided that at the end of the initial term:

(a) Franchisee has given FirstLight Home Care written notice of its election to renew not more than one (1) year, nor less than six (6) months prior to the end of the then-current Term;

(b) Franchisee is not in default under any provision of this Agreement, or any other agreement between FirstLight Home Care and Franchisee;

(c) Franchisee exhibits to FirstLight Home Care the ability to occupy the Premises (as defined in Section 3.1 hereof) throughout the renewal term;

(d) Franchisee agrees to take such actions necessary, including but not limited to updating and remodeling, to ensure that the Premises conforms to the then current standards of FirstLight Home Care as outlined by FirstLight Home Care in writing;

(e) Franchisee executes FirstLight Home Care's then-current form of FirstLight Home Care Franchise Agreement, which agreement shall supersede in all respects this Agreement, and the terms of which may differ from the terms of this Agreement including, without limitation, a different national advertising fee, a different royalty, a different Minimum Performance Standard (as defined in Section 5.1 below) and additional renewal term(s); provided however that the initial term thereof shall be equal to ten (10) years. Franchisee acknowledges and agrees that upon renewal, the Minimum Performance Standard shall be FirstLight Home Care's then-current Minimum Performance Standard, based upon the number of years the FirstLight Home Care Business has been in operation;

(f) Franchisee shall execute a general release, in a form prescribed by FirstLight Home Care, of any and all claims through the date of renewal against FirstLight Home Care and its current and former parent, subsidiaries and affiliates, and their respective past and present officers, directors, agents, and employees in their corporate and individual capacities;

(g) Franchisee shall comply with FirstLight Home Care's then-current qualifications and training requirements, including, without limitation, training requirements specifically designed for renewing franchisees and/or franchisee management;

(h) Franchisee agrees to conform to the then-current standards of FirstLight Home Care; and

(i) Franchisee pays to FirstLight Home Care a renewal fee in an amount of Seven Thousand Five Hundred Dollars ($7,500.00). In addition, if at the time of renewal, your Franchised Area contains more than two hundred and fifty thousand (250,000) residents, you also must pay us the Additional Area Fee equal to Two Hundred and Seventy-Five Thousand Dollars ($275.00) per additional one thousand (1,000) residents.

3. LOCATION AND FURNISHING OF PREMISES

3.1 **Location**: Franchisee shall select, and upon the prior written approval by FirstLight Home Care, shall designate a suitable location within the Franchised Area (the "Premises") for the central operation of its FirstLight Home Care Business and shall commence business operations within one-hundred and twenty (120) calendar days after the Effective Date of this Agreement. The Premises shall be at the location identified in Section 2 of Schedule A and must be a physical location rather than a post office

box. Franchisee may not designate a new location as the Premises without FirstLight Home Care's prior written consent.

Franchisee's selection of the Premises shall be subject to the prior written approval of FirstLight Home Care. Home-based locations may be approved as a designated Premises for the Franchised Business for up to one (1) year following the Effective Date of this Agreement, and depending upon a variety of considerations specific to Franchisee's Franchised Area. However, on or before the end of such one (1) year time period, Franchisee shall have obtained a leased or owned location other than a residence which has been approved by FirstLight Home Care as a new Premises for the Franchised Business. While FirstLight Home Care will utilize its experience and expertise in evaluating and approving a location, FirstLight Home Care does not represent, warrant or guarantee the business success of the Premises. Franchisee shall operate its FirstLight Home Care Business at and only at the Premises.

3.2 **Constructing Improvements and Furnishing of Premises**: Franchisee, at its own cost and expense, shall construct and furnish all required improvements to the Premises and decorate and equip its FirstLight Home Care Business in compliance with the ongoing requirements of FirstLight Home Care as set forth in the Operations Manual, and in accordance with all applicable ordinances, building codes, permit requirements, state or local operating licenses, and lease or deed requirements and restrictions.

4. INITIAL FRANCHISE FEE

4.1 **Initial Franchise Fee**: Franchisee shall pay to FirstLight Home Care an initial franchise fee (the "Initial Franchise Fee") in the amount of Fifty Thousand Dollars ($50,000.00). The Initial Franchise Fee shall be fully earned, due and payable upon execution of this Agreement by FirstLight Home Care and is not refundable.

4.2 **Training Fee**: Franchisee shall pay to FirstLight Home Care a Training Fee in the amount of Five Thousand Dollars ($5,000.00). This Training Fee is due payable upon execution of this Agreement by FirstLight Home Care and is not refundable.

5. ROYALTY, BASIC OPERATING PLATFORM FEE AND OTHER FEES

5.1 **Monthly Royalty Fee**: On the earlier of (a) the first month during which the Franchisee provides services as a FirstLight Home Care Business; or (b) 6 months from the Effective Date of this Agreement (the "Royalty Commencement Date") and continuing through the remainder of the Term and any renewal terms, and in consideration for Franchisee's continued right to utilize the FirstLight Home Care System and the Marks and for FirstLight Home Care's ongoing assistance as described herein, Franchisee shall pay to FirstLight Home Care a monthly royalty fee (the "Royalty Fee") in an amount equal to five percent (5%) of Franchisee's Gross Revenues (as hereinafter defined) which are received after the Royalty Commencement Date. Provided, however, if Franchisee fails within any calendar month beginning in the fourth (4th) month following the Royalty Commencement Date to meet or exceed the minimum performance standards set forth in Section 4 of Schedule A ("Minimum Performance Standard"), then Franchisee must instead pay to FirstLight Home Care a Royalty Fee in an amount equal to five percent (5%) of the Minimum Performance Standard.

All Royalty Fees shall be payable to FirstLight Home Care on or before the tenth (10th) day of each calendar month and shall be based upon the Gross Revenues of the Franchised Business for the preceding calendar month. The term "Gross Revenues" as used in this Agreement shall mean the total amount of payments received by Franchisee for all sales of services provided and products sold by Franchisee in connection with Franchisee's FirstLight Home Care Business, whether for cash or on a charge, credit or time basis, deducting from such amount all refunds and discounts made to clients in good faith and in

accordance with FirstLight Home Care's policies and any sales or excise taxes which are separately stated and which Franchisee may be required to and does collect from clients and pays to any federal, state or local taxing authority. Franchisee shall utilize a computerized system in compliance with the Operations Manual, in conjunction with required software, to prepare the monthly financial report and calculate the Royalty Fee to be paid. Franchisee shall electronically submit such report to FirstLight Home Care before the fifth (5th) day of each calendar month.

5.2 **Basic Operating Platform Fee**: Commencing one hundred and twenty (120) days after the execution of the Franchise Agreement, attendance at Flight School, or when you start using the software platform, whichever comes first, and continuing through the remainder of the Term, in consideration for Franchisee's right to use a customized software platform licensed to Franchisee by FirstLight Home Care and/or approved vendors, Franchisee shall pay to FirstLight Home Care a monthly operating platform use fee (the "Basic Operating Platform Fee") which Basic Operating Platform Fee shall initially be One Hundred Ninety-Five Dollars ($195.00) per month. FirstLight Home Care reserves the right to increase or decrease the Basic Operating Platform Fee and/or to change the manner and method of payment of the Basic Operating Platform Fee, upon providing sixty (60) days prior written notice to Franchisee. Franchisee shall pay the Basic Operating Platform Fee on or before the tenth (10th) day of each calendar month, or for and based on such other period as FirstLight Home Care may specify in the Operations Manual or otherwise in writing. FirstLight Home Care shall have the right to revise, amend and/or update the customized software platform from time to time, including, without limitation, the addition and deletion of any functional elements thereof, and to discontinue the customized software platform upon notice to Franchisee.

5.3 **Late Payment**: Any payments that are not received by FirstLight Home Care on the date such payments are due shall bear interest at the lesser of eighteen percent (18%) per annum or the maximum amount allowed under applicable law (the "Default Rate") from the date that the payment is due to the date that the payment in finally collectable funds is received by FirstLight Home Care. Franchisee shall also pay FirstLight Home Care up to a Five Hundred Dollar ($500.00) late fee for any payment not received on the date due and reimburse FirstLight Home Care for any collection costs incurred.

5.4 **Method of Payment**: FirstLight Home Care shall have the right to obtain all information on Franchisee's sales (including, without limitation, Franchisee's Gross Revenues) from Franchisee's FirstLight Home Care Business through electronically accessing information on Franchisee's computerized system, as such system is required by FirstLight Home Care. Franchisee shall take prompt action to ensure FirstLight Home Care's continuous electronic access to such information. If, at any time, Franchisee is unable to provide electronic access, despite its good faith efforts to comply with its obligations related thereto, Franchisee shall cooperate in affording FirstLight Home Care with such other methods of accessing such information as are requested by FirstLight Home Care. Franchisee shall maintain a primary business checking account for its FirstLight Home Care Business (the "Designated Bank Account") and shall provide FirstLight Home Care with all information regarding such Designated Bank Account as is requested by FirstLight Home Care. Franchisee shall execute the Direct Debit Authorization Agreement attached to this Agreement as Attachment 1 to allow FirstLight Home Care to draw on the applicable payment due date(s) a draft or drafts on Franchisee's Designated Bank Account for the amount of all fees and payments due to FirstLight Home Care. Any payment that cannot be collected by FirstLight Home Care from Franchisee's Designated Bank Account on the due date shall be deemed to be overdue and Franchisee shall be in default under this Agreement. The amount of such overdue payment shall be subject to interest and late fees as provided in Section 5.3.

6. DUTIES OF FIRSTLIGHT HOME CARE

6.1 **Assistance by FirstLight Home Care**: In addition to the other duties and obligations set forth in this Agreement, FirstLight Home Care, at its sole expense and cost, shall, following the Effective Date, provide the following assistance and materials to Franchisee:

(a) An initial training program for up to two (2) persons (including Franchisee and a manager who has been designated by Franchisee and meets FirstLight Home Care requirements as the person responsible for operation of the Franchised Business) for a period of approximately five (5) days in duration, as designated by FirstLight Home Care, at such location or locations as FirstLight Home Care may designate, at no charge to Franchisee or Franchisee's representatives during this training period; provided that Franchisee shall be responsible for its own travel, room and board, salary and incidental expenses and that of its representative(s) while attending the program. Depending upon availability from time to time, Franchisee may send additional employees to the initial training program upon payment of such tuition fees as FirstLight Home Care may establish from time to time for such additional persons attending the initial training program;

(b) Such assistance as FirstLight Home Care determines is required in connection with the opening and operation of the FirstLight Home Care Business by Franchisee, including field support assistance which may be provided through on-site visit, virtual meetings such as video conferencing, e-mail, fax, phone, and/or regional and/or national meetings;

(c) During the period devoted to the commencement of the FirstLight Home Care Business by Franchisee and thereafter, and depending upon availability of FirstLight Home Care's staff, and upon request by Franchisee, FirstLight Home Care shall provide a member of FirstLight Home Care's staff to provide advice and consultation to Franchisee through video conference or on-site visits in connection with the operation of the FirstLight Home Care Business at a reasonable frequency based upon Franchisee's experience as a FirstLight Home Care franchisee and based upon other factors as determined by FirstLight Home Care. Such video conferencing or on-site advice and consultation shall be provided by FirstLight Home Care free of charge to Franchisee; provided, however, that FirstLight Home Care hereby reserves its right, if it receives from Franchisee what it deems to be an unusually large number of requests for on-site advice and consultation within a period of twelve (12) consecutive months, with prior written notice to Franchisee, to require Franchisee to reimburse FirstLight Home Care for all of the staff members' costs and expenses of such on-site visits at One Hundred Fifty percent (150%) of the total visit expenses incurred by the staff member(s) for visits to Franchisee's Premises which FirstLight Home Care deems to be beyond the reasonable number;

(d) The use of the FirstLight Home Care Operations Manual (collectively, the "Operations Manual"), and other manuals and training aids as adopted or revised by FirstLight Home Care from time to time;

(e) Such merchandising, marketing and other data and advice as may from time to time be developed by FirstLight Home Care and deemed by it to be helpful in the operation of the FirstLight Home Care Business;

(f) Such periodic continuing individual or group advice, consultation and assistance, rendered by personal visit, e-mail, telephone, or by newsletters or bulletins made available from time to time to all FirstLight Home Care franchisees, as FirstLight Home Care may deem necessary or appropriate;

(g) Such bulletins, brochures and reports as may from time to time be published by FirstLight Home Care regarding its plans, policies, research, developments and activities with respect to the FirstLight Home Care System;

(h) Such software (at Franchisee's cost) for use by all FirstLight Home Care franchisees in scheduling services to be rendered to clients, client relationship management software, accounting services and providing intranet access in support of the Franchised Business; and

(i) Such other resources and assistance as may hereafter be developed and offered by FirstLight Home Care to its FirstLight Home Care franchisees.

7. DUTIES OF FRANCHISEE

7.1 **Maintain FirstLight Home Care and Culture of Care Image**: Franchisee understands that it is essential to the success of the Franchised Business and to the protection of the Marks and the FirstLight Home Care System, and the goodwill associated therewith, that the unique qualities of the FirstLight Home Care Culture of Care (as defined herein) image and the related services be maintained. The "Culture of Care" concept and image is the central value inherent to the FirstLight Home Care System and is dependent upon every franchisee fully performing its obligations under the FirstLight Home Care System and maintaining the image, behavior, professionalism, caring service levels and unique qualities described in the Operations Manual and in Franchisee training programs that are critical components of the FirstLight Home Care System. Franchisee further recognizes the substantial value of the goodwill resulting from these values and unique qualities. Franchisee further understands that these values and unique qualities can only be maintained by the adherence by Franchisee to the FirstLight Home Care System. Franchisee further understands that the foregoing has created expectations upon which the clients of FirstLight Home Care Businesses, FirstLight Home Care itself, Franchisee and other FirstLight Home Care franchisees rely.

7.2 **Operating Standards**: Franchisee agrees to comply with all of the mandatory specifications, standards and operating procedures for the operation of its FirstLight Home Care Business as set forth and described in the Operations Manual and as communicated by FirstLight Home Care from time to time to Franchisee in writing or delivered and made available in electronic form and not to deviate therefrom without the written consent of FirstLight Home Care. Franchisee agrees to solely utilize the agreement provided by FirstLight Home Care, as it is from time to time revised (the "Client Care Agreement"), for contracting with its clients to provide services and/or products. Franchisee shall attempt to resolve any disputes with its clients to the satisfaction of FirstLight Home Care and in accordance with the policies and operating procedures prescribed by FirstLight Home Care in the Operations Manual. Any disputes between Franchisee and FirstLight Home Care as to such matters as standards, operating procedures, merchandising, distribution, promotions, marketing, advertising, and general business policies shall be resolved as determined by FirstLight Home Care. If a client expresses dissatisfaction with Franchisee and Franchisee has not been able to effectively resolve such dissatisfaction, in FirstLight Home Care's sole opinion, then FirstLight Home Care may issue such client a credit on charges accrued on services already rendered, a coupon for additional services to be rendered in the future, a refund of fees paid by such client for services they were dissatisfied with, and/or use of any other means by which FirstLight Home Care may be able to address such dissatisfied client's concerns (each such method shall be covered by the defined term "Client Care Assurance Allowance"). If a Client Care Assurance Allowance is made by FirstLight Home Care to address a client satisfaction concern, FirstLight Home Care shall notify Franchisee of same, and the amount of such Client Care Assurance Allowance shall be (a) promptly reimbursed by Franchisee to FirstLight Home Care (if FirstLight Home Care provided a refund), (b) deducted from the charges billed to such client (if a credit was offered on services already billed), or (c) recognized by Franchisee as a credit for future services (if a credit was offered for future services). The amount of the Client Care Assurance Allowance per client per instance of dissatisfaction shall not exceed

One Hundred Dollars ($100.00). FirstLight Home Care reserves the right annually to increase the Client Care Assurance Allowance during the month of January, by an amount of up to ten (10%) percent of the then current Client Care Assurance Allowance, upon providing thirty (30) days prior written notice to Franchisee.

7.3 **Products and Services**: Franchisee shall offer to its FirstLight Home Care clients all products and services as provided for in the Operations Manual or as designated in writing by FirstLight Home Care from time to time. FirstLight Home Care and Franchisee acknowledge and agree that it is of critical importance to the FirstLight Home Care System and Marks that Franchisee faithfully follow all aspects of the then-current FirstLight Home Care System, including, without limitation, the content of the programs and the methods of training. Franchisee agrees to implement new program offerings provided by FirstLight Home Care as described in the Operations Manual. FirstLight Home Care reserves the right, in its sole discretion, to require Franchisee to offer products in its FirstLight Home Care Business from designated suppliers. Franchisee shall not offer or make available any other services or products to its FirstLight Home Care clients which compete with FirstLight Home Care services or products without the prior written consent of FirstLight Home Care. FirstLight Home Care may in its sole discretion from time to time give its consent to one or more of its franchisees to provide certain services or products not designated for general use as a part of the FirstLight Home Care System based upon such factors as FirstLight Home Care determines, including but not limited to, the individual qualifications of the franchisee, local or regional differences, and test marketing. The consent of FirstLight Home Care with respect to any other franchisee providing such products or services shall not create any rights in Franchisee to provide the same products or services. Franchisee shall discontinue selling or offering any product or service FirstLight Home Care may, in its discretion, disapprove in writing at any time.

7.4 **Supplies**: Franchisee will use only such materials, supplies, business forms, reporting forms and similar items ("Supplies") as conform to FirstLight Home Care's specifications if such specifications have been developed by FirstLight Home Care for the particular category of Supplies. Since the business forms, reporting forms and certain other Supplies may bear the Marks, FirstLight Home Care may require each supplier of such Supplies to execute a FirstLight Home Care license agreement setting forth the manner in which the Marks are to be imprinted, the required text of such materials and other necessary specifications and standards for the preparation of such materials.

7.5 **Image Apparel**: Franchisee shall require all persons who provide services on Franchisee's behalf to the clients of the Franchised Business to wear and/or use only such image apparel as may be approved from time to time by FirstLight Home Care and designated in the Operations Manual or otherwise. Such image apparel shall, at all times, conform to FirstLight Home Care's specifications for design, color, fabric, durability, fit, cleanliness, use of the FirstLight Home Care Marks and other characteristics necessary to maintain the FirstLight Home Care image.

7.6 **Equipment**: Prior to commencing the Franchised Business, Franchisee must acquire the equipment, computerized system, general computer software, forms, fixtures, furnishings, signs and improvements specified by FirstLight Home Care for use in the operation of the Franchised Business (the "Equipment"). Franchisee will purchase, acquire and use in the operation of the Franchised Business only such Equipment as is specified by FirstLight Home Care in the Operations Manual or elsewhere or is otherwise approved by FirstLight Home Care and which conforms to FirstLight Home Care's specifications if such specifications have been developed by FirstLight Home Care for the particular category of Equipment. FirstLight Home Care reserves the right, in its sole discretion, to require Franchisee to purchase and use in its FirstLight Home Care Business Equipment obtained from designated suppliers.

As part of Franchisee's computerized system, Franchisee shall maintain at the Premises of the FirstLight Home Care Business at least two (2) computer workstations with full Internet access approved

by FirstLight Home Care and meeting FirstLight Home Care's specifications. In the event that FirstLight Home Care offers a sublicense providing to Franchisee the rights to use the software prescribed by FirstLight Home Care for use in FirstLight Home Care Businesses, Franchisee shall execute such sublicense and fully implement the use of such software in its FirstLight Home Care Business. Franchisee shall promptly obtain, at Franchisee's expense, and install updates for all software applications for the computerized system as soon as the updates become available, as required by FirstLight HomeCare from time to time in its sole discretion. Franchisee shall fully utilize the computerized system exclusively for the operation of the Franchised Business. Franchisee shall also maintain an email account, with a specific e-mail address designated by FirstLight Home Care, for use by Franchisee in conjunction with the Franchised Business, which shall meet FirstLight Home Care's specifications, as may be modified from time to time upon written notice to Franchisee. FirstLight Home Care shall have the right, but not the obligation, to provide Franchisee with access to an email account or accounts for Franchisee's use in connection with the Franchised Business. Franchisee shall use in the operation of the Franchised Business any such email account(s) and, at FirstLight Home Care's option, only such account(s) that FirstLight Home Care may designate, in such manner as FirstLight Home Care may designate. FirstLight Home Care shall remain the sole owner of such email account(s), and Franchisee shall execute all documents and comply with all policies or instructions that FirstLight Home Care may prescribe from time to time in connection with such email account(s). If FirstLight Home Care does not provide Franchisee with access to an email account, Franchisee shall establish an email account with an email service provider that meets FirstLight Home Care's standards and specifications.

FirstLight Home Care shall have the right to specify or require that certain brands and types of technology, hardware, software (together, "technology") be used by Franchisee. Franchisee agrees to install, use and maintain, technology that complies with FirstLight Home Care's requirements, specifications and policies concerning the use of technology, as they may be specified in this Agreement, or specified or modified in the Manuals or otherwise in writing. Franchisee shall enter into such agreements that FirstLight Home Care designates or prescribes from time to time in connection with the technology, including software license agreements, support agreements, and service agreements. FirstLight Home Care shall have the right to administer all or any portion of any such agreements on behalf of a third party vendor or provider. Because changes to technology are dynamic and not predictable during the Term, and in order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees: (a) that FirstLight Home Care has the right to establish, in writing, reasonable new or modified requirements, specifications, and policies to address new or changed technologies, including the right to add or subtract from the technology used in the System, whether published in the Operations Manuals or otherwise in writing, and that FirstLight Home Care has the right to implement those technology changes in the System; and (b) to abide by FirstLight Home Care's reasonable new standards as if this Section 7.6, and other technology provisions in this Agreement, were periodically revised for that purpose.

7.7 **Personal Emergency Response System Provider**: In the event that FirstLight Home Care designates a provider for a personal emergency response system and/or other senior care technologies ("PERS Provider"), Franchisee shall be required to utilize such PERS Provider if Franchisee chooses to offer such services and/or technologies as part of its Franchised Business. Franchisee may suggest providers of personal emergency response systems and/or other senior care technologies to FirstLight Home Care for consideration and FirstLight Home Care shall have the sole right to determine, with or without further investigation, whether such suggested providers are viable candidates to be the designated PERS Provider for the FirstLight Home Care System. FirstLight Home Care reserves the right to designate itself as the PERS Provider.

7.8 **Approved Supplier Program**: FirstLight Home Care reserves the right, as it determines in its sole discretion is appropriate to protect the reputation and goodwill of the FirstLight Home Care System, to implement an approved supplier program (the "Approved Supplier Program") pursuant to which

FirstLight Home Care may require Franchisee to purchase or lease specified Supplies, services, products, equipment, software, forms, marketing materials, signs and image apparel solely from suppliers who demonstrate to FirstLight Home Care's reasonable satisfaction the ability to meet FirstLight Home Care's standards and specifications for each item; who may provide FirstLight Home Care franchisees with cost reduction advantages as part of their volume use of specified Supplies; who possess adequate quality control and capacity to supply FirstLight Home Care franchisees' needs promptly and reliably and who have been approved in writing by FirstLight Home Care and not thereafter disapproved in accordance with the procedures set forth below. If FirstLight Home Care implements the Approved Supplier Program, and if Franchisee proposes to use in the operation of the Franchised Business, any Supplies, services, products, equipment, software, forms, marketing materials, signs and image apparel not theretofore approved by FirstLight Home Care in writing as conforming to its specifications and quality standards, or from a supplier not theretofore designated in writing as an approved supplier to FirstLight Home Care franchisees, Franchisee shall obtain FirstLight Home Care' prior written approval. Franchisee shall submit to FirstLight Home Care a written request for such approval or shall request the supplier of the item for which approval is requested to do so. Upon request, Franchisee shall also submit to FirstLight Home Care, without cost to FirstLight Home Care, sufficient specifications, photographs, or other information or samples for examination and testing and for a determination by FirstLight Home Care of whether such products, Supplies, equipment, signs, image apparel or supplier meet specifications and standards as set forth in the Operations Manual or as set forth in writing by FirstLight Home Care from time to time. FirstLight Home Care shall also have the right to require that its representatives be permitted to inspect the suppliers' facilities. In addition, FirstLight Home Care reserves the right, at its option, to reinspect the facilities and products of any approved supplier and to revoke its approval upon such supplier's failure to continue to meet FirstLight Home Care's criteria and specifications. Nothing contained herein shall be deemed to require FirstLight Home Care to approve an inordinate number of suppliers for a given item which approval in the reasonable judgment of FirstLight Home Care would result in higher costs generally to FirstLight Home Care franchisees or prevent the effective and economical supervision of its designated suppliers by FirstLight Home Care.

7.9 **Training**: Franchisee, if an individual, or the principal of Franchisee, if Franchisee is a business entity, and the manager of the Franchised Business shall attend and complete, to FirstLight Home Care's satisfaction, FirstLight Home Care's initial training program as described at Section 6.1(a) herein. In addition, any person who later holds the position of manager of the Franchised Business from time to time shall attend and successfully complete certification in FirstLight Home Care's initial training program within forty-five (45) days, or the next available Flight School, of such person holding a position as a new manager within the Franchised Business and such training being made available by FirstLight Home Care. Franchisee and its manager shall attend and complete, to FirstLight Home Care's satisfaction, such other training programs as FirstLight Home Care may reasonably require from time to time. In connection with FirstLight Home Care's initial training program, FirstLight Home Care shall provide and pay for the instructors, training facilities, and training materials utilized in such training for the manager and the individual or principal of Franchisee to attend the initial training program. Franchisee shall pay such tuition fees as FirstLight Home Care may establish from time to time for any other person, including any individual assuming the role of manager in the future, to attend the initial training program or any subsequent training program. Franchisee shall be responsible for all other expenses incurred by Franchisee, its manager, or other employees, including, without limitation, the costs of travel, room, board, and wages. If Franchisee fails to complete the initial training program to the satisfaction of FirstLight Home Care, then FirstLight Home Care shall have the right to terminate this Agreement. Franchisee and its manager must attend at least one (1) of the regional or national meetings held by FirstLight Home Care each calendar year.

7.10 **Business Operations**: Unless a delay in the commencement of operation of the Franchised Business is agreed to in advance and in writing by FirstLight Home Care and Franchisee, Franchisee shall commence operation of the Franchised Business within one-hundred and twenty (120) calendar days after

the Effective Date of this Agreement, and shall maintain the Franchised Business in continuous operation thereafter during the Term of this Agreement. Franchisee shall keep the Franchised Business open and in normal operation during such days for such minimum hours as FirstLight Home Care may from time to time prescribe in the Operations Manual or otherwise designate in writing. Franchisee shall refrain from using or allowing the use of the location (the "Premises") of the Franchised Business for any other purpose or activity other than as provided herein without first obtaining the written consent of FirstLight Home Care. The Franchised Business must at all times be under the direct, on premises supervision of Franchisee, or such person who has been approved in writing by FirstLight Home Care, who must devote his or her full time and energy to the operation of the Franchised Business and who has successfully completed training described in Section 7.9.

7.11 **Ensuring Brand Consistency**: Franchisee shall grant to FirstLight Home Care and its agents, designees or representatives the right to enter the Premises for the purpose of ensuring brand consistency through the conducting of inspections of the Premises, the Equipment, financial condition, business operations, Supplies, signs, image apparel and products used and programs training and development services provided in and by the Franchised Business in order to ensure maintenance of uniform quality and standards and compliance with this Agreement. Notwithstanding the foregoing, in the event that Franchisee's Premises is a home, then FirstLight Home Care agrees to provide reasonable prior notice of any proposed entry and such entry shall be solely during business hours. In the event that Franchisee's Premises is a home, Franchisee grants FirstLight Home Care the right to enter to take such actions authorized under this Section 7.11. Franchisee shall cooperate with FirstLight Home Care's agents, designees or representatives during all steps and actions to ensure brand consistency by rendering such assistance as may reasonably be requested. Franchisee shall promptly take such steps, upon request, as may be necessary to correct any deficiencies detected during a visit or action of this type. At the option of FirstLight Home Care, FirstLight Home Care may remove, replace or repair, at Franchisee's expense, any items which do not conform to the then current standards and specifications of FirstLight Home Care; provided that FirstLight Home Care may take such action only after Franchisee's delay or refusal upon request to take such conforming action promptly. FirstLight Home Care shall invoice Franchisee for all of its costs and expenses reasonably incurred by FirstLight Home Care in furtherance of brand consistency as described herein, and Franchisee shall pay the full amount of the invoice(s) within thirty (30) days. The foregoing shall be in addition to any other remedies that FirstLight Home Care may have. To further ensure brand consistency, Franchisee will be assigned a "Territory Name" which will be the public name of the Franchised Business. The Territory Name must be used for all marketing, advertising, public relations, microsites and social media accounts. To ensure brand consistency, microsites are templated allowing Franchisee to customize within specific areas.

7.12 **Taxes**: Franchisee shall pay all taxes on real and personal property, leasehold improvements and equipment, and all sales, payroll and other taxes promptly when due and hold FirstLight Home Care harmless therefrom. All taxes shall be paid directly to the taxing authorities prior to the delinquent date.

7.13 **Records and Reports**: During the Term of this Agreement, Franchisee shall maintain and preserve, for at least seven (7) years from the date of their preparation, full, complete, and accurate books, records and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by FirstLight Home Care from time to time in the Operations Manual or otherwise in writing. In connection with its keeping of such accounts and records, Franchisee, at its expense, shall:

(a) Submit to FirstLight Home Care, on a weekly and/or monthly basis, certain reports of financial and operational results of the FirstLight Home Care Business, and permit FirstLight Home Care to electronically access such reports from the computerized system, as prescribed from time to time by FirstLight Home Care and/or the Operations Manual.

(b) Submit to FirstLight Home Care, on or before the fifth (5th) day of each calendar month during the Term of this Agreement, a signed statement in the form prescribed by FirstLight Home Care, accurately reflecting all Gross Revenues during the previous calendar month, and such other monthly and year-to-date financial information in such format as FirstLight Home Care may designate from time to time, and such other data or information as FirstLight Home Care may require;

(c) Submit to FirstLight Home Care within ninety (90) days of the end of each calendar year during the Term of this Agreement, annual financial statements of the FirstLight Home Care Business for the preceding calendar year prepared by an independent public accountant in accordance with generally accepted accounting principles and certified by an officer of Franchisee, together with a copy of Franchisee's federal income tax return for the preceding calendar year and such other information as may be prescribed by FirstLight Home Care. The annual financial statements shall include an income statement, balance sheet and statement of change in financial position and shall clearly reflect the Gross Revenues for the period covered by such statements. All financial statements shall be prepared on an accrual or cash basis unless FirstLight Home Care agrees otherwise in writing;

(d) Maintain and submit to FirstLight Home Care, for review or auditing, such other forms, reports, records, information and data as FirstLight Home Care may reasonably designate, in the form and at the times and places reasonably required by FirstLight Home Care, upon request and as specified by FirstLight Home Care from time to time in the Operations Manual or otherwise in writing;

(e) Maintain and submit to FirstLight Home Care, every first (1st) and fifteenth (15th) calendar day of each month, all new or renewed Client Care Agreements executed by clients during that prior fifteen (15) day period;

(f) Permit FirstLight Home Care or its designated agents at all reasonable times to examine, at its expense, all books, records, and state, federal and local income tax returns related to the Franchised Business. FirstLight Home Care shall also have the right, at any time, to have an independent audit made of the books of the Franchised Business. If an inspection should reveal that Gross Revenues have been understated in any report to FirstLight Home Care, then Franchisee shall immediately pay to FirstLight Home Care the applicable Royalty Fee on the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the Default Rate. If an inspection discloses an understatement in any report of two percent (2%) or more for the period so inspected, Franchisee shall reimburse FirstLight Home Care for all amounts understated, and a late payment fee as provided in Section 5.3 hereof, and any and all costs and expenses connected with the inspection (including, without limitation, reasonable accounting and attorneys' fees and disbursements). The foregoing shall be in addition to any other remedies FirstLight Home Care may have.

7.14 **Employees**: Franchisee must have a staff comprised of at least two (2) full time equivalents including a manager who has completed all necessary training as of the date the Franchised Business opens. All employees utilized within the Franchised Business must be directly employed by Franchisee, and no subcontractors may be used. Background checks and credit checks must be performed upon all employees of the Franchised Business prior to their date of hire, and the report information provided by such checks must be acceptable under the guidelines provided in the Operations Manual. Franchisee must update background checks on existing employees at the frequency stated in the Operations Manual or more frequently if Franchisee has reason to suspect an employee's record has substantially changed. Franchisee shall have sole authority and discretion regarding all employment matters relating to Franchisee's personnel, including, without limitation, hiring, firing, discipline, compensation, benefits, and scheduling. Franchisee is solely responsible for ensuring that Franchisee's employees are adequately trained and supervised.

7.15 **In-Term Covenant Not to Compete**: Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee shall receive valuable training and Confidential Information, including, without limitation, promotional, operational, sales, and marketing methods and techniques of FirstLight Home Care and the FirstLight Home Care System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by FirstLight Home Care, Franchisee shall not, either directly or indirectly, for himself, herself or through, on behalf of, or in conjunction with any person, persons, or legal entity:

(a) Divert or attempt to divert any business or customer of the Franchised Business hereunder to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the good will associated with the Marks and the FirstLight Home Care System; or

(b) Own, maintain, advise, help, invest in, make loans to, be employed by, engage in, or have any interest in any business (including any business operated by Franchisee prior to entry into this Agreement) engaging, in whole, or in part, in the activities conducted by the Franchisee including, the provision of home care services to individuals needing assistance with the activities of daily living as well as those requiring companion care or which are otherwise similar to a FirstLight Home Care Business in appearance, services or products offered; provided, however, that this provision shall not apply to the operation by Franchisee of another FirstLight Home Care Business, or to any ownership by Franchisee of less than three percent (3%) of the outstanding stock of any publicly held corporation.

7.16 **Indemnity and Insurance**: Franchisee shall indemnify and hold harmless, to the fullest extent permitted by law, FirstLight Home Care and its parent, subsidiaries, directors, officers, members, employees and agents from all losses and expenses, including without limitation, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, attorney fees, court costs, settlement amounts, judgments and compensation for damages to FirstLight Home Care's reputation and goodwill, incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof, arising out of or otherwise connected with this Agreement, Franchisee's ownership, operation, construction or improvement of its Franchised Business, the acts or omissions of Franchisee or Franchisees' employees, or the relationship between FirstLight Home Care and Franchisee. FirstLight Home Care shall promptly notify Franchisee of any claims, and Franchisee shall be given the opportunity to assume the defense of the matter. If Franchisee fails to confirm in writing to FirstLight Home Care that it will assume the defense within ten (10) business days of such notice, FirstLight Home Care may defend the action in the manner that it deems appropriate, and Franchisee shall pay to FirstLight Home Care on demand all costs, including attorneys' fees and disbursements, incurred by FirstLight Home Care in effecting such defense, in addition to any sum which FirstLight Home Care may pay by reason of any settlement made by FirstLight Home Care, in its sole discretion, or any judgment against FirstLight Home Care. FirstLight Home Care's right to indemnification by Franchisee under this Agreement shall arise notwithstanding that joint or concurrent liability may be imposed upon FirstLight Home Care and Franchisee by statute, ordinance, representation or other law.

At its sole expense, Franchisee will procure prior to the opening of its Franchised Business and thereafter at all times during the Term of this agreement and keep in force by advanced payment of premium, the following minimum limits of insurance (i) comprehensive general liability insurance against claims for bodily injury, death and property damage caused by or occurring in conjunction with the operation of the Franchised Business, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate or, if higher, the statutory limit required by law, lease or contract provisions, including a minimum sublimit of Two Hundred Fifty Thousand Dollars ($250,000.00) for abuse and neglect coverage; (ii) professional liability insurance against claims from clients for injuries or damages

occurring in conjunction with the rendering of all services or the operation of the Franchised Business with a minimum liability coverage of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) or, if higher, the statutory limit required by law, lease or contract provisions; (iii) automobile liability insurance for owned, hired and non-owned vehicles used within the Franchised Business of at least One Million Dollars ($1,000,000.00) per accident or, if higher, the statutory limit required by law; (iv) employment practices liability with at least Five Hundred Thousand Dollars ($500,000.00) per occurrence, including third party coverage and recommend Wage & Hour Defense for One Hundred Thousand Dollars ($100,000.00) (or Five Hundred Thousand Dollars ($500,000.00) if all or any portion of Franchisee's FirstLight Home Care Business will operate in the State of California); (v) cyber liability coverage for Five Hundred Thousand Dollars ($500,000.00) for all first and third party claims including notification costs, computer fraud, computer funds transfer, network and information security, regulatory defense, computer restoration expenses, security remediation expenses, business interruption, and extra expense and e-commerce extortion; (vi) sexual abuse coverage against claims from clients for damages occurring in conjunction with the rendering of services or the operation of the FirstLight Home Care Business with a combined single limit of at least Five Hundred Thousand Dollars ($500,000) aggregate. (vii) "all risk" property insurance coverage on all business personal property including inventory, furniture, fixtures, equipment, supplies and all other property used in the operation of the Franchised Business written on a "special form" coverage policy. Franchisee's property insurance policy will include coverage for fire, vandalism and malicious mischief and must have coverage at One Hundred Percent (100%) current replacement cost. Property form must include business income insurance to compensate Franchisee for loss of income or any extra expenses directly related to a property loss with at least minimum liability coverage sufficient to cover continuing expenses and obligations of the Franchised Business until the cause of the interruption is remedied; (viii) surety bond or 3rd party crime insurance in the minimum amount of Twenty Five Thousand Dollars ($25,000.00) providing coverage to Franchisee and FirstLight Home Care against dishonesty and criminal acts by the Franchised Business's employees against clients; (ix) workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located and does business in and employer liability coverage with a minimum limit of One Million Dollars ($1,000,000.00); (x) disability insurance or any other insurance or bonding required under state or municipal law or by any lease for the premise; (xi) no deductible or self-insured retention on any policy shall be greater than Five Thousand Dollars ($5,000.00) except for employment practices liability; or such other amounts of coverage and self-insurance as FirstLight Home Care may specify from time to time in the operations manual, insuring Franchisee against any liability that may accrue by reason of the operation by Franchisee of the Franchised Business; and (xii) umbrella coverage against large liability losses exceeding the limits provided by the general liability policy or other policies. Franchisee shall procure any additional insurance required within thirty (30) days after its receipt from FirstLight Home Care of written notice of additional requirement. All liability policies of insurance to be maintained by Franchisee shall contain a spate endorsement naming FirstLight HomeCare Franchising, LLC as an additional insured and loss payee, as its interests may appear. All policies of insurance shall comply with the statutory coverage and limits required by the state(s) where the franchise operates. Franchisee shall furnish to FirstLight Home Care or to its appointee 30 days prior to opening and 30 days prior to each renewal on an annual basis, or upon FirstLight Home Care's request, all certificates of insurance (including a copy of the original policy), insurance policy endorsements (including a copy of the original policy), notices of cancellation endorsement, and such other evidence as FirstLight Home Care may prescribe from time to time to prove that the insurance coverage is in effect. If Franchisee fails to comply with these requirements, FirstLight Home Care reserves the right but not the obligation to obtain required insurance and keep it in force and effect, and Franchisee shall pay FirstLight Home Care, upon demand, the premium costs thereof, together with the interest at the Default Rate on all sums expended by FirstLight Home Care. All coverage shall be provided by an insurance provider that is acceptable to FirstLight Home Care and is an insurer with a minimum A.M. Best Rating of not less than A-VII. All policies shall be written as primary and non-contributory to any insurance policies that First Light Home Care might carry and shall contain a waiver of subrogation in FirstLight Home Care's favor.

7.17 **Stock Certificates**: If Franchisee is a corporation, it shall have the following legend printed on the face of each of its stock certificates:

> The transfer of this stock certificate is subject to the terms and conditions of a certain FirstLight Home Care Franchise Agreement or agreements executed with FirstLight HomeCare Franchising, LLC. Reference is made to the provisions of such agreements and to the articles and bylaws of this corporation.

7.18 **Payment of Accounts**: Franchisee shall pay on a timely basis for all products, Supplies, Equipment, furniture, services, or anything whatsoever used in the operation of the Franchised Business. Franchisee is aware that its failure to make prompt payment to suppliers may cause irreparable harm to the reputation and credit of FirstLight Home Care and other FirstLight Home Care franchisees.

7.19 **Compliance with Laws**: Franchisee shall comply with all laws, ordinances and regulations affecting or relating to the operation of the Franchised Business, including, without limitation, those pertaining to the privacy of consumer, employee, and transactional information, and all federal, state, and local employment and labor laws and regulations. If there is any conflict between FirstLight Home Care's standards and policies and any applicable law, Franchisee shall (a) comply with the requirements of applicable law; (b) immediately give FirstLight Home Care written notice of said conflict; and (c) promptly and fully cooperate with FirstLight Home Care and its representatives in determining the most effective way, if possible, to meet FirstLight Home Care's standards and policies pertaining to the applicable law.

7.20 **Notification of Litigation**: Franchisee shall notify FirstLight Home Care of any action, suit, proceeding, claim, demand, inquiry, or investigation, and the issuance of any order, writ, injunction, award or decree of any court, agency or governmental instrumentality which relates to the operation of its Franchised Business or which may adversely affect Franchisee's financial condition or ability to meet its obligations hereunder, within ten (10) days after Franchisee first becomes aware of the same.

7.21 **Use of Marks and Licensed Rights**: In order to further protect the FirstLight Home Care System, the Licensed Rights and the goodwill associated therewith, Franchisee shall:

(a) Except where prohibited by state law to the contrary, operate under the name "FirstLight Home Care" and advertise only under the Licensed Rights designated by FirstLight Home Care for use for that purpose and shall use such Licensed Rights without prefix or suffix, except where such use may conflict with a superior, prior right of a third party or may be required by applicable state law or regulation, in which event Franchisee shall operate and advertise only under such other names as FirstLight Home Care has previously approved in writing as provided in Section 1.1 hereof;

(b) Feature and use the Licensed Rights solely in the manner prescribed by FirstLight Home Care;

(c) Observe such reasonable requirements with respect to service mark, trade name, trademark and fictitious name registrations and copyright notices as FirstLight Home Care may, from time to time, direct in writing or as stated herein; and

(d) Comply with the provisions of Section 8 hereof.

7.22 **License Relating to Franchisee Developments**: Franchisee hereby grants to FirstLight Home Care an exclusive royalty-free license to use in its FirstLight Home Care businesses and to sublicense the right to use in its franchisees' FirstLight Home Care businesses any and all inventions, enhancements,

processes, methods, designs and other creations ("Developments") that, during the Term of this Agreement, Franchisee may develop, invent, discover, conceive or originate, alone or in conjunction with any other person, which Developments relate in any way to Franchisee's operation of its FirstLight Home Care Business hereunder. Provided, however, if FirstLight Home Care approves the Developments for use by FirstLight Home Care Businesses, Franchisee shall retain the right to use the Developments within its own Franchised Business.

7.23 **Access to Client Information**: Franchisee shall fully and promptly comply with FirstLight Home Care's request at any time for access by any method or in any manner to any and all information regarding Franchisee's clients that is maintained by or on behalf of Franchisee ("Client Information"). All data provided by Franchisee to FirstLight Home Care in any form, and whether required by this Agreement or under the Operations Manual, including data uploaded to FirstLight Home Care's computer system from Franchisee's computer system, and/or downloaded from Franchisee's computer system to FirstLight Home Care's computer system, is and will be owned exclusively by FirstLight Home Care, including without limitation, client data, client lists and e-mail lists, and FirstLight Home Care will have the right to use such data in any manner that FirstLight Home Care deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the System, or in connection with Franchisee's operation of the business (including but not limited to consumer and transaction data), is and will be owned exclusively by FirstLight Home Care during the term of, and following termination or expiration of, this Agreement. Copies and/or originals of such data must be provided to FirstLight Home Care upon FirstLight Home Care's request. FirstLight Home Care hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the business franchised under this Agreement. FirstLight Home Care may use all such information, data, and reports in any manner, including, without limitation, providing financial and operating reports to franchisees and operators operating under the System, preparing franchise disclosure documents, and providing information to prospective franchisees, and/or in complying with government regulations.

7.24 **Minimum Performance Standard**: Franchisee acknowledges and agrees that the Franchised Business will meet or exceed the Minimum Performance Standards for Gross Revenue stated on Schedule A to this Agreement.

7.25 **Client Satisfaction Surveys**: Franchisee agrees to participate in a client satisfaction survey, in a form and consisting of content provided by FirstLight Home Care ("Client Survey"), each calendar quarter (or such other period as FirstLight Home Care may designate from time to time (each a "Survey Period") to every client to whom a product or service was sold during the preceding Survey Period. Such survey may be conducted by telephone interview with FirstLight Home Care or its delegates, by written mailings, by electronic communication or any other means that FirstLight Home Care may designate from time to time. Franchisee shall bear all costs associated with conducting such surveys, and Franchisee shall direct all clients to send completed written surveys directly to FirstLight Home Care or a designated third party contracted to process the survey results. FirstLight Home Care shall review and score all surveys received and provide Franchisee with results obtained. If the results of the surveys submitted during any two (2) consecutive Survey Periods show Franchisee's client satisfaction level to be in the bottom ten percent (10%) of all franchisees (with the eleventh (11th) percentile defined as "Minimum Satisfaction Level"), then Franchisee must comply with all aspects of the Corrective Action Plan (defined below). The "Corrective Action Plan" requires that Franchisee work closely with FirstLight Home Care's support team to identify and address as top priority all deficiencies causing survey results indicating that performance is below the Minimum Satisfaction Level, and to institute all improvements prescribed by FirstLight Home Care to address such deficiency within the period defined by FirstLight Home Care. If survey results obtained from the subsequent Survey Period again show Franchisee in the bottom ten percent (10%) of all

franchisees, then Franchisee shall be in default under this Agreement and FirstLight Home Care may terminate Franchisee pursuant the terms of Section 13.

7.26 **Compliance with Other Requirements**: Franchisee will comply with all other requirements of this Agreement.

8. PROPRIETARY MARKS

8.1 **Use by Franchisee**: Franchisee's rights to use the Marks as granted in Section 1.1 hereof is limited to their use in connection with the business operations of the Franchised Business as described herein and in the Operations Manual and as is prescribed in writing by FirstLight Home Care from time to time.

8.2 **Exclusive Property of FirstLight Home Care**: Franchisee acknowledges the validity of and FirstLight Home Care's exclusive right, title and interest in and to the Marks, along with the identification methods, trade dress, logos, colors, standards, specifications, operating procedures, and other concepts embodied in the FirstLight Home Care System. Except as expressly provided by this Agreement, Franchisee shall acquire no right, title or interest therein, and, as between Franchisee and FirstLight Home Care, any and all goodwill associated with the FirstLight Home Care System, the Marks and the Copyrighted Materials (as hereinafter defined) shall inure exclusively to FirstLight Home Care's benefit. Upon the expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the FirstLight Home Care System, the Marks, the Copyrighted Materials or the Licensed Rights.

Franchisee's use of any of the Marks shall, depending upon the directions provided by FirstLight Home Care, in every instance be combined with one of the following notices: (i) ™; (ii) trademark of FirstLight HomeCare Franchising, LLC; or (iii) such other similar language as shall have the prior approval of FirstLight Home Care. Franchisee shall not use any language or display the Marks in such a way as to create the impression that the Marks belong to Franchisee. Franchisee shall not use any Mark, or any trademark incorporating all or any part of the Mark or Copyrighted Materials on any business sign, business cards, stationery or forms (except as permitted herein), website or email address, or as the name of Franchisee's business or any division thereof, unless otherwise agreed by FirstLight Home Care in writing. Franchisee waives all claims to any rights in Franchisee's use, advertising or display of the Marks beyond the limited permission to use the Marks granted in this Agreement.

FirstLight Home Care and Franchisee agree and intend that the Copyrighted Materials are works made for hire within the meaning of the United States Copyright Act and shall be the property of FirstLight HomeCare Franchising, LLC, which shall be entitled to use and license others to use the Copyrighted Materials subject to the provisions of this Agreement unencumbered by moral rights. To the extent the Copyrighted Materials are not works made for hire or rights in the Copyrighted Materials do not automatically accrue to FirstLight HomeCare Franchising, LLC, Franchisee irrevocably assigns and agrees to assign to FirstLight HomeCare Franchising, LLC, its successors and assigns, the entire right, title and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Materials, which Franchisee and the author of such Copyrighted Materials warrant and represent as being created by and wholly original with the author. Where applicable, Franchisee agrees to obtain any other assignments of rights in the Copyrighted Materials from the author or third parties to FirstLight HomeCare Franchising, LLC, its successors and assigns that may be required.

The following notice (or such other notice as shall have FirstLight HomeCare Franchising, LLC's prior approval) shall appear at least once on each piece of promotional or packaging materials for the articles and on any articles using Copyrighted Materials with the Marks: © (year of first publication) FirstLight

HomeCare Franchising, LLC, All Rights Reserved. The following notice (or such other notice as shall have FirstLight Home Care's prior approval) shall appear at least once on each piece of promotional or packaging materials for the articles and on any articles using Copyrighted Materials with the Marks: © (year of first publication) FirstLight HomeCare Franchising, LLC, All Rights Reserved. Franchisee shall not use any language or display the Copyrighted Materials in such a way as to create the impression that the Copyrighted Materials belong to Franchisee. Franchisee waives all claims to any rights in Franchisee's use, marketing, advertising, or display of the Copyrighted Materials beyond the limited permission to use the Copyrighted Materials granted in this Agreement.

Upon the request of FirstLight Home Care, and without further consideration, Franchisee agrees to execute any additional documents proposed by FirstLight Home Care, or do or have done all things as may be requested by FirstLight Home Care to vest and/or confirm the sole and exclusive ownership of all right, title and interest, including copyrights and related rights in and to the Copyrighted Materials in favor of FirstLight Home Care, its successors and assigns.

Franchisee hereby irrevocably assigns and transfers to FirstLight Home Care, or if applicable, Franchisee agrees to obtain an appropriate assignment by any author to FirstLight Home Care, to the extent permissible in any jurisdiction, any and all moral rights in and to the Copyrighted Materials, and where non-assignable, Franchisee hereby irrevocably waives, or if applicable, Franchisee agrees to obtain an appropriate waiver by any authors of, in favor of FirstLight Home Care, its successors, assigns, employees, agents, representatives and/or any persons acting under the authority of FirstLight Home Care, any and all moral rights in such Copyrighted Materials.

8.3 **Infringement by Franchisee**: Franchisee acknowledges that the use of the Marks or the Copyrighted Materials outside of the scope of this Agreement without the prior written consent of FirstLight Home Care is an infringement of the right, title and interest of FirstLight Home Care in and to the Marks or the Copyrighted Materials. Franchisee expressly covenants that, during the Term of this Agreement and after the expiration or termination hereof, Franchisee shall not, directly or indirectly, commit any act of infringement or contest, or aid in contesting, the validity or ownership of the Marks or the Copyrighted Materials or take any other action in derogation thereof.

8.4 **Infringement by Others**: Franchisee shall promptly notify FirstLight Home Care of any use of the Marks, the Copyrighted Materials or of any other mark in which FirstLight Home Care has or claims a proprietary interest or any colorable variation thereof by any person, persons, partnership, association, corporation, or other entity ("Person") other than FirstLight Home Care or any of its representatives and agents or other franchisees. Franchisee further agrees to notify FirstLight Home Care promptly of any litigation instituted by any Person against FirstLight Home Care or Franchisee involving the Marks or the Copyrighted Materials. In the event FirstLight Home Care, in its sole discretion, undertakes the defense, prosecution, or settlement of any litigation relating to the Marks or the Copyrighted Materials, Franchisee agrees to execute any and all documents and to render such assistance as may, in the opinion of FirstLight Home Care, be reasonably necessary to carry out such defense, prosecution, or settlement.

8.5 **Improper Use**: Franchisee shall not, without FirstLight Home Care's prior written consent, use the Marks as part of Franchisee's corporate or other legal name, or hold out or otherwise employ the Marks to perform any activity or to incur any obligation or indebtedness in such a manner as could reasonably result in making FirstLight Home Care liable for such obligation or indebtedness.

8.6 **Nonexclusive Use**: Franchisee expressly acknowledges and agrees that this license to use the Marks is nonexclusive and that FirstLight Home Care has and retains the rights, among others:

(a) To grant other licenses for the use of the Marks, in addition to those already granted to existing FirstLight Home Care franchisees and to Franchisee; and

(b) To develop and establish other systems and programs for products and services utilizing the same or similar Marks, or any other proprietary marks, and to grant franchises therein without providing Franchisee any rights therein.

8.7 **Use by Others**: Franchisee shall not permit any third party to imprint the Marks on any products, materials, documents and supplies utilized by Franchisee in connection with the operation of its Franchised Business without first obtaining the consent of FirstLight Home Care and causing such third party to execute a FirstLight HomeCare Franchising, LLC license agreement.

9. FRANCHISE OPERATIONS MANUAL

9.1 **Business Operations**: In order to protect the reputation and goodwill of FirstLight Home Care and to maintain uniform standards of operation under the Marks, Franchisee shall conduct its operations hereunder in accordance with the Operations Manual, one copy of which Franchisee acknowledges having received on loan from FirstLight Home Care (via the granted access to an electronic version) for the Term of this Agreement. The Operations Manual may contain mandatory and suggested specifications, standards and operating procedures that FirstLight Home Care develops for the FirstLight Home Care System and information relating to other obligations of Franchisee. Any required specifications, standards, and/or operating procedures exist to protect FirstLight Home Care's interests in the FirstLight Home Care System and the Marks and to create a uniform customer experience. They are not for the purpose of establishing any control or duty to take control over the day-to-day operational matters reserved to Franchisee.

9.2 **Confidentiality**: The Operations Manual shall at all times remain the sole property of FirstLight Home Care. Franchisee shall treat the Operations Manual, any other materials created for or approved for its use by FirstLight Home Care, and the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time, without FirstLight Home Care's prior written consent, copy, duplicate, record, or otherwise reproduce the Operations Manual, in whole or in part, nor otherwise make the same available to any unauthorized person.

9.3 **Modification**: FirstLight Home Care shall have the right to add to or otherwise modify the Operations Manual from time to time to reflect changes in authorized services and products, standards or quality, and operations of FirstLight Home Care Businesses. In the event of a dispute as to the contents of the Operations Manual, the master copy of the Operations Manual maintained by FirstLight Home Care at its principal place of business shall control.

10. CONFIDENTIAL INFORMATION

10.1. **Confidentiality**: Franchisee shall not, during the Term of this Agreement or anytime thereafter, use, except in the Franchised Business licensed hereunder, or communicate, divulge, or use for the benefit of any other Person, any Confidential Information (as defined below), knowledge, or know-how concerning the FirstLight Home Care System or the methods of operation hereunder which may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's business operations under this Agreement. Franchisee shall divulge such Confidential Information only to such of its employees as must have access to it in order to operate the Franchised Business. In connection therewith, Franchisee shall be fully responsible to ensure that its employees comply with this Section 10.1. Franchisee

and each of its employees shall be required to sign a non-disclosure agreement in a form satisfactory to FirstLight Home Care.

"Confidential Information" means all of FirstLight Home Care's financial, technical, operational, management and other information disclosed in connection with this Agreement or the FirstLight Home Care System.

Notwithstanding anything contained herein, Confidential Information shall not include any information:

(i) which, at the date of disclosure to the recipient or its authorized Person, is in the public domain or which, after such disclosure, comes within the public domain through no fault of the party to which it is disclosed or its authorized Person;

(ii) which was known to the party to which it was disclosed hereunder or its authorized Person prior to the effectiveness of this Agreement or other Franchise Agreement signed by Franchisee with FirstLight Home Care;

(iii) the disclosure of which is required by law or by any competent regulatory authority; or

(iv) which at any time comes independently and lawfully into the possession of the recipient, either from its own resources or from any third party.

This Section 10.1 shall survive the termination or expiration of this Agreement.

11. MARKETING, ADVERTISING AND PROMOTION

11.1 **Local and Regional Marketing, Advertising and Promotion**: Recognizing the value of marketing, advertising and promotion and the importance of standardized marketing, advertising and promotion programs to the furtherance of the goodwill and public image of the FirstLight Home Care System and all FirstLight Home Care franchisees, the parties agree as follows:

(a) Subject to the licensing requirements set forth at Section 7.4 hereof and in compliance with the provisions of Section 16.1 hereof, Franchisee shall affix the Marks in the manner prescribed by FirstLight Home Care to all stationery, cards, signs, electronic use and all other marketing, advertising and promotional materials used in connection with the operation of the FirstLight Home Care Business hereunder. If Franchisee causes a third party to prepare any such materials, FirstLight Home Care may require such person to enter into a FirstLight HomeCare Franchising, LLC license agreement.

(b) Franchisee shall, at its sole cost and expense, and in the form prescribed by FirstLight Home Care, list its FirstLight Home Care Business in such directories and in such form as set forth in the Operations Manual or as otherwise directed by FirstLight Home Care.

(c) Franchisee shall cooperate with FirstLight Home Care in any and all marketing, advertising, promotional and marketing plans and campaigns established by FirstLight Home Care in its sole discretion. FirstLight Home Care reserves the right, in its sole discretion, to require Franchisee to use a designated Internet web site program to prepare and maintain only its web site and to incorporate a link to the FirstLight Home Care website only as approved in advance by FirstLight Home Care.

(d) All marketing, advertising, and promotions carried out by Franchisee in any media shall be conducted in a dignified manner and shall conform to the standards and requirements prescribed by FirstLight Home Care and to the highest ethical standards of marketing and advertising. No later than ten (10) days prior to publication, Franchisee shall submit to FirstLight Home Care, for its prior written approval (except with regard to prices to be charged), samples of all marketing, advertising and promotional plans and materials that Franchisee desires to use and that have not been prepared or previously approved by FirstLight Home Care. Such approval shall not be unreasonably withheld. Any materials submitted to FirstLight Home Care and not disapproved within ten (10) days shall be deemed approved. FirstLight Home Care may upon thirty (30) days' notice revoke its approval of any marketing, advertising and promotion previously approved.

(e) Franchisee shall direct each of its FirstLight Home Care Business's marketing and solicitation activities to individuals who will be served in the Franchised Area. Due to the natural circulation of printed media or the reach of television, radio, and Internet advertising, however, FirstLight Home Care acknowledges that Franchisee's local marketing may be viewed by individuals located outside of the Franchised Area. If approved in advance by us in writing, Franchisee may advertise to, and solicit customers located in "non- franchised" areas until such time as the "non-franchised" area becomes a franchised area of another FirstLight Home Care franchisee; provided, however, that advertising and/or solicitation materials may be placed in or targeted to a non-franchised area only if such placement can be discontinued within fourteen (14) days following notification by FirstLight Home Care that the area is no longer "non-franchised." "Non-franchised" area means an area for which FirstLight Home Care has not granted territorial, exclusive or protected rights to another FirstLight Home Care franchisee.

(f) Franchisee agrees to honor any coupon, regional or national promotion or similar promotional materials issued by FirstLight Home Care or other FirstLight Home Care franchisees in promotional programs approved by FirstLight Home Care in accordance with such regulations as FirstLight Home Care may prescribe from time to time in connection with such program.

(g) Franchisee agrees to spend a minimum of the greater of One Thousand Five Hundred Dollars ($1,500.00) or two percent (2%) of Gross Revenues per calendar month on advertising, marketing or other promotional networking activities relating to its Franchised Business. In addition, Franchisee agrees to spend an amount approved by FirstLight Home Care, but no more than Ten Thousand Dollars ($10,000.00), to promote the grand opening of its Franchised Business. FirstLight Home Care reserves the right annually to increase the minimum spending amounts described in this Section 11.1(g), by an amount no greater than the percentage increase in the Consumer Price Index for All Urban Consumers as published by the U.S. Department of Labor Bureau of Labor Statistics ("CPI Percentage Increase") since the Effective Date with respect to the first such increase, and since the date of the immediately preceding increase with respect to any subsequent increases.

(h) Engage in such internet marketing activities as FirstLight Home Care may prescribe to increase the web presence of the Franchised Business in the Franchised Area, which shall include purchasing web positioning placements and maintaining search engine optimization packages from Franchisee's first month of operations onward. Franchisee may purchase internet marketing services from the vendor(s) of Franchisee's choice, provided that Franchisee shall spend no less than the minimum amount FirstLight Home Care specifies from time to time on internet marketing services (which minimum will be not more than the FirstLight Home Care's approved vendor's then-current rates for such services).

11.2 **Regional Advertising Cooperative**: FirstLight Home Care reserves the right, exercisable at any time, to require Franchisee to join and participate with other franchisees in local and regional cooperative advertising and marketing activities.

(a) Franchisee agrees to be bound by the terms of an advertising and marketing cooperative agreement to be entered into with other owners and operators of other FirstLight Home Care franchises in such local and regional cooperatives as may be designated by FirstLight Home Care. Such agreement shall be in such form and upon such terms as determined by the participants, provided that if the participants are unable to agree, the form of agreement shall be as prescribed by FirstLight Home Care.

(b) Franchisee shall contribute to such advertising and marketing cooperative such amounts as are determined by the cooperative, which amount shall be applied in addition to the monthly minimum advertising requirement set forth in Section 11.1(g). Such cooperative contributions shall be payable to FirstLight Home Care, or its designee, along with Royalty Fee payments as provided in Section 5.1 hereof.

(c) Participation in the advertising and marketing cooperative shall be on the basis of a one (1) vote per Franchised Business voting structure. Franchisee agrees to abide by all rules, regulations and bylaws, if any, adopted by the members of the cooperative advertising and marketing program and failure to abide by those rules, regulations or bylaws shall be an event of default under this Agreement

11.3 **National Advertising Fund**: FirstLight Home Care has established a "National Advertising Fund." The "National Advertising Fund" means a regional, national, or international advertising fund maintained by FirstLight Home Care or its designee following the guidelines established by FirstLight Home Care, and consisting of payments from franchisees pursuant to their franchise agreements. Franchisee agrees to participate in and to contribute an amount equal to the greater of one percent (1%) of Franchisee's Gross Revenues or Twenty Five Dollars ($25.00) to the National Advertising Fund each month. FirstLight Home Care may increase the amount of the National Advertising Fund contribution with notice to Franchisee, provided that in no event shall the total National Advertising Fund contribution requirement exceed two percent (2%) of Franchisee's Gross Revenues. Such National Advertising Fund contributions shall be payable to FirstLight Home Care, or its designee, with Royalty Fee payments as provided in Section 5.1 hereof. The National Advertising Fund is maintained and administered by FirstLight Home Care or its designee, as follows:

(a) FirstLight Home Care or its designee shall have the right to direct all marketing and advertising programs, as well as all aspects thereof, including without limitation, the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the National Advertising Fund is intended to maximize general public recognition, acceptance, perception of, and use of the System and the services offered by FirstLight Home Care Businesses; and that FirstLight Home Care and its designee are not obligated, in administering the National Advertising Fund, to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the National Advertising Fund.

(b) The National Advertising Fund, all contributions thereto, and any earnings thereon, shall be used exclusively (except as otherwise provided in this Section 11.3) to meet any and all costs of maintaining, administering, directing, conducting, creating and/or otherwise preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities which FirstLight Home Care believes will enhance the image of the System, including, without limitation, the costs of preparing and/or conducting: media advertising campaigns; social media campaigns; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies to assist therein; brand research and development; developing and hosting advertising seminars for franchisees; purchasing promotional items; developing new or modified trade dress and marks; design and photographs; conducting and administering visual merchandising, and other merchandising programs; purchasing media space or time (including all associated fees and expenses); administering

regional, multi-regional, national, and international marketing and advertising programs; market research and customer satisfaction surveys; developing and implementing customer loyalty programs; customer retention programs; the creative development of, and actual production associated with, premium items, giveaways, promotions, contests, public relation events, and charitable or non-profit events; developing, implementing and maintaining an electronic commerce website and/or related strategies; maintaining and developing one or more websites devoted to the System, the Marks and/or the "FirstLight Home Care" brand; providing promotional and other marketing materials and services to the FirstLight Home Care Businesses operated under the System; and the salaries of FirstLight Home Care's employees to the extent such employees provide services in conjunction with System marketing activities.

(c) All sums paid by Franchisee to the National Advertising Fund shall be maintained in an account separate from FirstLight Home Care's other monies. FirstLight Home Care shall have the right to charge the National Advertising Fund for such reasonable administrative costs and overhead as FirstLight Home Care may incur in activities reasonably related to the direction and implementation of the National Advertising Fund and marketing and advertising programs for franchisees and the System, including, without limitation, costs of personnel for creating and implementing, advertising, merchandising, promotional and marketing programs and accounting services reasonably related to the operation and functions of the National Advertising Fund. The National Advertising Fund and its earnings shall not otherwise inure to the benefit of FirstLight Home Care. FirstLight Home Care or its designee shall maintain separate bookkeeping accounts for the National Advertising Fund.

(d) The National Advertising Fund is not intended to be, and will not be used for, ordinary operating expenses. The National Advertising Fund is also not intend to be, nor is it, a trust, and FirstLight Home Care does not assume any fiduciary obligation to Franchisee for maintaining, directing or administering the National Advertising Fund or for any other reason. The National Advertising Fund financial statements are examined by a CPA. Financial statements or other information regarding the National Advertising Fund will be made available to Franchisees upon request.

(e) FirstLight Home Care has established a national franchisee advisory council consisting of a representative group of FirstLight Home Care franchisees that meets to discuss and provide advice to FirstLight Home Care on subjects such as advertising and marketing ideas and opportunities (the "Franchisee Advisory Council"). FirstLight Home Care may consult with the Franchisee Advisory Council on matters relating to the National Advertising Fund. However, FirstLight Home Care shall have sole authority and discretion over the administration of the National Advertising Fund and the expenditure of National Advertising Fund contributions. The Franchisee Advisory Council shall operate pursuant to the by-laws established by FirstLight Home Care, as they may be amended by FirstLight Home Care from time to time. FirstLight Home Care shall have the power and right to establish, change and dissolve the Franchisee Advisory Council at FirstLight Home Care's option.

(f) Although the National Advertising Fund is intended to be of perpetual duration, FirstLight Home Care maintains the right to dissolve, terminate, suspend, and/or reinstate the National Advertising Fund at any time, with notice to Franchisee. The National Advertising Fund shall not be terminated, however, until: (i) all monies in the National Advertising Fund have been expended for marketing and advertising and/or promotional purposes; or (ii) FirstLight Home Care has remitted the remaining National Advertising Fund monies back to franchisees on a pro-rata basis, based upon their contributions to the National Advertising Fund during the twelve (12) month period preceding the date the National Advertising Fund is dissolved, terminated, and/or suspended.

12. TRANSFERABILITY OF INTEREST

12.1 **Transfer by FirstLight Home Care**: FirstLight Home Care shall have the right to transfer or assign all or any part of its rights and/or obligations herein to any Person which assumes the obligations of FirstLight Home Care hereunder. Franchisee agrees to execute any documents that FirstLight Home Care may reasonably request to effectuate any transfer or assignment by FirstLight Home Care.

12.2 **Transfer by Franchisee**:

(a) Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that FirstLight Home Care has granted this FirstLight Home Care franchise in reliance on Franchisee's business skills, professional reputation and financial capacity. Accordingly, neither Franchisee nor any shareholder, partner, or any immediate or remote successor to any part of Franchisee's interest in this FirstLight Home Care franchise shall sell, assign, transfer, pledge or encumber, by operation of law or otherwise, this Agreement, the Licensed Rights or the franchise granted hereunder or any ownership interest in Franchisee without the prior written consent of FirstLight Home Care. Such transfer, sale, assignment, pledge or encumbrance not having the written consent of FirstLight Home Care shall be null and void and shall constitute a material breach of this Agreement, for which FirstLight Home Care may then terminate this Agreement.

(b) FirstLight Home Care shall not unreasonably withhold its consent to a transfer of any interest in Franchisee or in the FirstLight Home Care franchise granted hereunder, provided, however, that prior to the time of transfer, FirstLight Home Care may, in its sole discretion, require that:

(1) All of Franchisee's accrued monetary obligations to FirstLight Home Care and all other outstanding obligations related to the Franchised Business shall have been satisfied;

(2) The transferor's right to receive compensation, pursuant to any agreement or agreements for the purchase of any interest in Franchisee or in the Franchised Business, shall be subordinate and secondary to FirstLight Home Care's rights to receive any outstanding monetary obligation or other outstanding obligations due from the transferor Franchisee pursuant to this Agreement, and whether arising before or after the transfer;

(3) Franchisee shall have executed a general release in a form satisfactory to FirstLight Home Care, effective as of the date of transfer, of any and all claims against FirstLight Home Care and its current and former parent, officers, directors, shareholders, members, and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances;

(4) The transferee franchisee shall enter into a written assumption, in a form satisfactory to FirstLight Home Care, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement prior to and after the date of the assumption and update the Premises, if necessary, to conform with current specifications prior to the completion of the sale or transfer;

(5) The transferee franchisee shall demonstrate to FirstLight Home Care's satisfaction that he or she, if an individual, its general partners, if it is a partnership, and its officers, directors and principal shareholders or other owners, if it is a corporation or other business entity, meets educational and managerial standards; possesses a good moral character, reputation, and credit rating; has the aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise); has adequate financial resources and capital to operate the Franchised Business; and background checks have been performed with results meeting Operating Manual requirements;

(6) The transferee franchisee shall execute the then-current standard form of FirstLight Home Care Franchise Agreement and other ancillary agreements as FirstLight Home Care may require for the Franchised Business for a term ending on the date of expiration of this Agreement, which may contain materially different terms from this Agreement, and which shall include FirstLight Home Care's then-current Minimum Performance Standard based on the number of years the Franchised Business has been in operation;

(7) At transferee franchisee's expense, and upon such other terms and conditions as FirstLight Home Care may reasonably require, the transferee franchisee and its managers shall complete the training course and meet all training requirements then in effect for new franchisees to the satisfaction of FirstLight Home Care;

(8) Franchisee shall pay to FirstLight Home Care a transfer fee equal to Ten Thousand Dollars ($10,000). The transfer fee shall not be required in case of (i) a transfer by Franchisee to a corporation or other business entity formed by Franchisee solely for the convenience of ownership under Section 12.3 hereof; or (ii) a transfer to a member of Franchisee's immediate family;

(9) If at the time of transfer, the Franchised Area contains more than two hundred and fifty thousand (250,000) residents, you also must pay us an additional area fee equal to Two Hundred and Seventy-Five Thousand Dollars ($275.00) per additional one thousand (1,000) residents in your Franchised Area.

(10) Franchisee and transferee franchisee must enter into an agreement between Franchisee and transferee franchisee, subject to FirstLight Home Care's prior written approval, that details the transition of the Franchised Business to ensure no interruption in business operations; and

(11) Transferee franchisee must obtain all permits, credentials, and licenses to operate the Franchised Business.

(c) If Franchisee is a corporation, partnership, limited liability company, or similar entity, the terms of this Section 12.2 shall apply to any sale, resale, pledge, assignment, transfer or encumbrance of any voting stock of, or other ownership interest in Franchisee.

12.3 **Transfer to Franchisee's Corporation or Other Business Entity**: In the event that Franchisee proposes to transfer all of its interest in the FirstLight Home Care franchise granted pursuant hereto to a corporation or other business entity formed by Franchisee solely for the convenience of ownership, the provisions of Section 12.2(b) shall not apply; provided however that FirstLight Home Care's consent to such transfer may, in its sole discretion, be conditioned on the following requirements:

(a) The transferee corporation (or other business entity) shall be newly organized and its Articles of Incorporation and/or Bylaws (or other governing documents) shall provide that its activities are confined exclusively to operate the Franchised Business and activities related thereto;

(b) Franchisee shall own all of the stock (or other ownership interest) in the transferee corporation (or other business entity), except as may be required by law, and shall act as its principal executive and operating officer;

(c) Franchisee shall enter into an agreement, in a form satisfactory to FirstLight Home Care, unconditionally guaranteeing the full payment and performance of the transferee corporation's (or other business entity's) obligations to FirstLight Home Care;

(d) Each stock (or other ownership) certificate of the transferee corporation (or other business entity) shall have conspicuously endorsed upon its face the following legend:

> "The transfer for this stock [or other ownership] certificate is subject to the terms and conditions of a certain FirstLight Home Care Franchise Agreement or agreements executed with FirstLight HomeCare Franchising, LLC. Reference is made to the provisions of such agreements and to the articles and bylaws [or other governing documents] of this corporation [or other entity]."

(e) Copies of transferee corporation's (or other business entity's) Articles of Incorporation, Bylaws and other governing documents, including the resolutions of the Board of Directors (or other governing body) authorizing entry into this Agreement, shall be furnished to FirstLight Home Care for its approval prior to the transfer; and

(f) The name of the transferee corporation (or other business entity) shall not consist of or contain the Marks or any colorable variation thereof or any other mark in which FirstLight Home Care has or claims a proprietary interest.

12.4 **FirstLight Home Care's Right of First Refusal**: If Franchisee or its owners shall at any time decide to sell, transfer or assign any right or interest under this Agreement and/or the FirstLight Home Care franchise granted pursuant hereto, or any ownership interest in Franchisee if Franchisee is a corporation, partnership or other entity, Franchisee or its owners shall first obtain a bona fide, executed, written offer from a responsible and fully disclosed purchaser and shall submit an exact copy of such offer to FirstLight Home Care, which shall, for a period of thirty (30) days from the date of delivery of such offer, have the right, exercisable by written notice to Franchisee or its owners, to purchase such rights or interests for the price and on the terms and conditions contained in such offer, provided that FirstLight Home Care may substitute equivalent cash for any form of payment proposed in such offer. Any purchase by FirstLight Home Care must be completed within sixty (60) days of FirstLight Home Care's delivery of written notice of its intent to purchase. If FirstLight Home Care does not exercise its right of first refusal, Franchisee or its owners may complete the sale of such interest to the bona fide purchaser, subject to FirstLight Home Care's approval of the purchaser, provided that if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of the offer to FirstLight Home Care, FirstLight Home Care shall again have the right of first refusal herein provided.

12.5 **Right of Franchisee's Heirs Upon Death or Disability of Franchisee**: Upon the death of Franchisee, if Franchisee is an individual, or the death of the last remaining shareholder of Franchisee who owns at least ten percent (10%) of the voting shares of Franchisee if Franchisee is a corporation, or the death of the last remaining general partner of Franchisee if Franchisee is a general partnership, or the death of the last holder of at least a ten percent (10%) ownership interest in Franchisee, if Franchisee is another business entity (in any such event, the "Deceased Franchisee") shall result in the termination of this Agreement; provided, however, in such event the heirs, surviving spouse, conservators, or personal or other legal representatives of the Deceased Franchise (collectively the "Executor") may elect to transfer and sell the Franchised Business and assign this Agreement to another party subject to each of the following conditions:

(a) The Executor must notify FirstLight Home Care of such election in writing no later than one hundred twenty (120) days after the death of the Deceased Franchisee together with evidence of the authority of the Executor to make such election on behalf of the Deceased Franchisee and the name of the manager who the Executor proposes to retain to operate the Franchised Business until the time of such

sale and transfer. Failure of the Executor to notify FirstLight Home Care of such election within the one hundred twenty (120) day period shall result in the automatic termination of this Agreement;

(b) The Executor must retain a manager, approved by FirstLight Home Care and having completed required training of operations management, to manage and operate the Franchised Business during the period from the date of such election until the transfer;

(c) The sale and transfer shall be subject to all of the provisions of Section 12.2 hereof (although the provisions of Section 12.4 shall not apply); and

(d) The sale and transfer must be completed within three (3) months after the Executor's notice to FirstLight Home Care of the death of the Deceased Franchisee.

The failure of the Executor to comply with the provisions of paragraphs (b) and/or (d) of this Section 12.5 shall be a default under this Agreement.

13. TERMINATION

13.1 **Events of Default**: The occurrence of any of the following events shall constitute a default under this Agreement:

(a) The failure to open the FirstLight Home Care Business and commence business operations at the Premises within one hundred and twenty (120) calendar days after the Effective Date of this Agreement;

(b) The failure of Franchisee to satisfactorily complete the initial training program to the satisfaction of FirstLight Home Care as set forth in Section 7.9 hereof;

(c) If Franchisee shall misuse the FirstLight Home Care System, the Licensed Rights or the Marks or otherwise materially impair the goodwill associated therewith or FirstLight Home Care's rights therein, or if Franchisee shall use, at the FirstLight Home Care Business, any name, marks, systems, insignia or symbols not authorized by FirstLight Home Care;

(d) If Franchisee fails to promptly pay any sum due by virtue of this Agreement;

(e) If Franchisee fails to furnish to FirstLight Home Care any report or information, including but not limited to Client Care Agreements and financial and operational reports required in this Agreement, Franchisee fails to permit FirstLight Home Care to electronically access such financial and operational reports from the computerized system;

(f) If Franchisee fails to operate the FirstLight Home Care Business in compliance with the terms of this Agreement, the Operations Manual and any quality or operations standards and guidelines issued in writing by FirstLight Home Care;

(g) The failure of the Franchisee to meet or exceed the Minimum Satisfaction Level in the next Survey Period following completion of the Corrective Action Plan as required under Section 7.25;

(h) The failure of the Franchisee to maintain insurance required under Section 7.16;

(i) Franchisee's failure to perform any provision of this Agreement or any other agreement to which FirstLight Home Care and Franchisee are parties, regardless of whether or not the other agreement is terminated as a result of such default;

(j) Any assignment for the benefit of creditors of Franchisee, if not dismissed within fifteen (15) days;

(k) If Franchisee abandons the FirstLight Home Care Business by failing to operate the FirstLight Home Care Business for five (5) consecutive days during which Franchisee is required to operate the business under the terms hereof, or any shorter period in which FirstLight Home Care reasonably concludes that Franchisee does not intend to continue to operate the FirstLight Home Care Business, unless such failure to operate is due to acts of God, pandemics, epidemics, public health emergencies, acts of government, wars, riots, strikes, or other similar causes beyond Franchisee's control;

(l) If Franchisee fails, for a period of ten (10) days after receipt of notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Business;

(m) Any attempted transfer in violation of Section 12 hereof;

(n) Any material misrepresentation by Franchisee relating to his acquisition of the franchise granted hereunder or conduct by Franchisee which reflects materially and unfavorably upon the operation and reputation of the Franchised Business or the FirstLight Home Care System;

(o) If the Franchised Business or the Premises are seized, taken over or foreclosed by a government official in the exercise of his duties, or seized, taken over or foreclosed by a creditor, lienholder or lessor, and not dismissed within thirty (30) days; or if Franchisee admits its inability to pay its obligations as they come due; or if a receiver is appointed over all or any part of the assets of Franchisee; or a levy of execution has been made upon the license granted by this Agreement or upon any property used in the Franchised Business and it is not discharged within five (5) days of such levy, or if Franchisee shall file a petition in bankruptcy, reorganization or similar proceeding or be named a debtor in any such proceeding under the bankruptcy laws of the United States;

(p) If Franchisee is convicted of a felony or any other crime involving moral turpitude;

(q) If FirstLight Home Care makes a reasonable determination that the continued operation of the Franchised Business by Franchisee will result in immediate danger to public health or safety, or create a negative or adverse impact upon the FirstLight Home Care brand, and such default is not cured within three (3) days after notice from FirstLight Home Care to Franchisee;

(r) If FirstLight Home Care gives Franchisee a notice of default under this Section 13 after two (2) previous defaults which have been cured after notice of default within the preceding twelve (12) month period;

(s) The death of Franchisee without the election to sell and transfer the Franchised Business as set forth in Section 12.5 hereof;

(t) The failure of the Executor of a Deceased Franchisee to comply with the provisions of paragraphs (b) or (d) of Section 12.5 hereof;

(u) The failure of the Franchisee to meet or exceed the Minimum Performance Standards provided in Section 7.24 and as set forth in Schedule A;

(v) The failure of Franchisee to comply with any applicable consumer or data privacy laws, or other applicable laws, in connection with the collection, retention, and dissemination of information stored on Franchisee's computer systems;

(w) If Franchisee operates the Franchised Business outside of the Franchised Area or services any clients outside the Franchised Area; or

(x) If the Franchisee promotes or advertises its business outside the Franchised Area.

13.2 **Termination**: Upon the occurrence of any of the events set forth in Section 13.1, FirstLight Home Care may, without prejudice to any other rights or remedies continued in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective thirty (30) days after written notice (or such other notice as may be required by applicable state law) is given by FirstLight Home Care to Franchisee of any of the events set forth in paragraphs (c), (d), (e), (f), (h), (i), (k), (r), (t), (w), or (x) of Section 13.1 if such defaults are not cured within such period. Such termination shall be effective immediately upon written notice upon the occurrence of the events set forth in paragraphs (a), (b), (g), (j), (l), (o), or (v) of Section 13.1. Such termination shall be effective immediately without notice upon the occurrence of the events set forth in paragraph (m), (n), (p), (q) or (s) of Section 13.1. In the event the occurrence set forth in paragraph (u) of Section 13.1, termination shall be effective upon thirty (30) days prior notice unless Franchisee successfully completes the corrective action steps designated by FirstLight Home Care over a collaborative sixty (60) day period and resulting in Franchisee meeting or exceeding the Minimum Performance Standards during the subsequent month after the collaborative sixty (60) day period.

13.3 Franchisee's Termination Rights. Franchisee may terminate this Agreement if FirstLight Home Care violates any material obligation of FirstLight Home Care to Franchisee and fails to cure such violation within sixty (60) days after FirstLight Home Care's receipt of written notice from Franchisee; provided, however, that Franchisee is in substantial compliance with the Agreement at the time of giving such notice of termination. Franchisee's written notice must identify the violation and demand that it be cured.

13.4 Acknowledgement By Franchisee. In the event this Agreement is terminated by FirstLight Home Care under Section 13.2 above, prior to its natural expiration date, Franchisee acknowledges and agrees that, in addition to all other remedies, FirstLight Home Care shall be entitled to recover from Franchisee and Guarantors all lost future Royalty and National Advertising Fund fees for the period through and including the remainder of the term of this Agreement.

14. OBLIGATIONS UPON TERMINATION

14.1 **Obligations of Franchisee**: Upon termination or expiration of this Agreement, Franchisee shall:

(a) Cease to operate its Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of FirstLight Home Care;

(b) Immediately and permanently cease to use, by marketing and advertising or in any manner whatsoever, any equipment, materials, social accounts, confidential methods, procedures and techniques associated with the FirstLight Home Care System or which display the Marks or any other distinctive forms, slogans, signs, symbols, or devices associated or belonging to FirstLight Home Care;

(c) Make such modifications or alternations to Premises used in the Franchised Business as may be necessary or as requested by FirstLight Home Care in order to cease utilizing any trade dress, designation of origin, description or representation which falsely suggests or represents an association or connection with FirstLight Home Care;

(d) Turn over to FirstLight Home Care via a secured method of transport as approved by FirstLight Home Care, all manuals, including the Operations Manual, the software sublicensed, if any, to Franchisee by FirstLight Home Care, all Client Care Agreements, all client records in all forms and media, computer files, records, files, instructions, correspondence, electronic access and materials including, without limitation, brochures, agreements, disclosure statements and any and all other materials relating to the Franchised Business operated hereunder in Franchisee's possession including all copies thereof (all of which are hereby acknowledged to be FirstLight Home Care's sole property and on loan to Franchisee during the Term of this Agreement);

(e) Assign to FirstLight Home Care all of Franchisee's telephone numbers and classified listings and advertisements used in the operation of the Franchised Business, including the execution of the Assignment of Telephone Service Agreement contained in Attachment 2 to this Agreement;

(f) Pay to FirstLight Home Care all sums due and owing to FirstLight Home Care or any affiliate of FirstLight Home Care, including any unpaid Royalty Fees, any amount owed for products and Supplies purchased or for any other reason, and to pay any unpaid advertising contributions to the National Advertising Fund;

(g) Turn over to FirstLight Home Care a current list of clients and caregivers as of the date of termination with names, addresses, phone numbers and general information regarding what services and/or products were being purchased (or rendered, with respect to caregivers) by such individuals; and

(h) Comply with all other obligations upon termination set forth in this Agreement.

14.2 **FirstLight Home Care's Purchase Option**: FirstLight Home Care shall within thirty (30) days following the expiration or termination of this Agreement for any reason have the option (but not the obligation unless otherwise required by applicable state law) to purchase all or any portion of Franchisee's inventory, merchandise or supplies used by Franchisee in its Franchised Business for a purchase price equal to the lower of Franchisee's cost or Franchisee's book value thereof. Any purchase under this Section 14.2 shall be closed within thirty (30) days of the exercise of the option at a location designated by FirstLight Home Care.

14.3 **Covenant Not to Compete**: Franchisee covenants that, except as otherwise approved in writing by FirstLight Home Care, Franchisee shall not, for a continuous uninterrupted period of two (2) years from the later to occur of: (a) expiration or termination of this Agreement (regardless of the cause for termination); (b) a transfer permitted under Section 12 above; or (c) a final order of a duly authorized arbitrator or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section 14.3, either directly or indirectly, for himself, herself or through, on behalf of, or in conjunction with any person, persons, partnership, or business entity, own, maintain, advise, help, invest in, make loans to, be employed by, engage in, or have any interest in any business specializing, in whole or in part, in the activities conducted by the Franchisee, including, the provision of home care services to individuals needing assistance with the activities of daily living as well as those requiring companion care, the provision of skilled nursing services, or businesses which are otherwise similar to a FirstLight Home Care Business in appearance, services or products offered, which is located:

(a) within the Franchised Area;

(b) within a radius of twenty-five (25) miles from the boundary of the Franchised Area;

(c) within any other FirstLight Home Care Business' franchised area; or

(d) within a radius of ten (10) miles from the boundary of any other FirstLight Home Care Business' franchised area.

Franchisee agrees that the time periods contained in this Section 14.3 will be tolled for any period during which Franchisee is in breach of the covenants and any other period during which FirstLight Home Care seeks to enforce this Agreement. For the purpose of this Section 14.3 and Section 7.15 of this Agreement, the term "Franchisee" shall include any officer, director, shareholder or holder of an ownership interest in Franchisee, if Franchisee is a corporation or other business entity, and any partner of Franchisee, if Franchisee is a partnership. Notwithstanding the foregoing, this provision shall not apply to the operation by Franchisee of another FirstLight Home Care Business, or to any ownership by Franchisee of less than three percent (3%) of the outstanding stock of any publicly held corporation.

14.4 **Confidentiality**: Following the termination of this Agreement for any reason, Franchisee and its officers, directors, shareholders, agents and representatives, if any, shall not communicate, divulge or use for the benefit of itself or any other person or entity, any information or knowledge which it may have acquired by virtue of the conduct of the operation of the Franchised Business granted herein or otherwise from materials received from FirstLight Home Care, and shall not do anything prejudicial or injurious to the business or goodwill of FirstLight Home Care, or any other franchisee of FirstLight Home Care.

14.5 **Survival of Provisions After Termination or Expiration**: The obligations of Franchisee set forth in, and the other provisions of, Sections 7.16, 7.21 and 10.1 and Sections 8, 13.4, 14, 15 and 17 shall survive the termination or expiration of this Agreement.

15. ENFORCEMENT

15.1 **Mediation**: All disputes or claims between FirstLight Home Care and Franchisee or its owners arising out of, or in any way relating to this Agreement or any other agreement by and between FirstLight Home Care and Franchisee or its owners must be submitted to mediation before being submitted to arbitration or litigation. The mediation will take place in Cincinnati, Ohio under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's commercial mediation rules then in effect. Before commencing any legal action against FirstLight Home Care or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to FirstLight Home Care stating, in detail, the precise nature and grounds of such claim or dispute. FirstLight Home Care will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether FirstLight Home Care or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any arbitration or litigation against FirstLight Home Care or its affiliates with respect to any such claim or dispute unless FirstLight Home Care fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by FirstLight Home Care. FirstLight Home Care's right to mediation, as set forth herein, may be specifically enforced by FirstLight Home Care. Each party shall bear its own cost of mediation and FirstLight Home Care and Franchisee shall share mediation costs equally. This agreement to mediate shall survive any termination or expiration of this Agreement. The parties shall not be required to first attempt to resolve a dispute or claim through mediation as set forth in this Section 15.1 if such dispute or claim

concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Marks or the System, or (ii) any of the confidentiality requirements or any of the restrictive covenants contained in this Agreement. This agreement to mediate shall survive any termination or expiration of this Agreement. The parties agree that mediation is a compromise negotiation for the purposes of the federal and state rules of evidence, and the entire mediation process shall be confidential.

15.2 **Arbitration**: All disputes or claims relating to this Agreement or any other agreement entered into between the parties, the rights and obligations of the parties, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement or any other agreement, which have not first been settled through mediation as set forth above, shall be resolved by binding arbitration in Cincinnati, Ohio before the AAA in accordance with the Federal Arbitration Act, the Commercial Arbitration Rules of the AAA, as amended, and for any appeal, the AAA Appellate Arbitration Rules or such successor rules then in effect, except that there shall be no consolidated, common, or class action arbitration and Franchisee and its owners waive any and all rights to proceed on a consolidated, common, or class action basis, or to seek joinder of any of its claims with those of any other party. The following shall supplement the rules of the AAA and, in the event of a conflict, shall govern any arbitration: If the claim is for less than $30,000, then the matter shall be heard before a single arbitrator selected from the AAA list of arbitrators. If the claim, or a counterclaim, is for $30,000 or more, the matter shall be heard before a panel of three (3) arbitrators and each party shall appoint its own arbitrator, and the appointed arbitrators shall appoint a third arbitrator who shall be the chair of the arbitration panel and must be a retired federal court or state court judge. The parties agree to be bound to a cap on damages of Two Hundred and Fifty Thousand Dollars ($250,000.00). The parties agree to be bound by the award, and each party must bear its own costs of arbitration including the fee for its respective arbitrator; provided, however, that the single or third arbitrator's fee shall be shared equally by the parties. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by law or court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys and tax advisors. The arbitrators shall have no authority to determine class action claims and shall have no authority to amend or modify the terms of the Agreement. No issue of fact or law determined in the arbitration shall be given preclusive or collateral estoppel effect in any other arbitration, except to the extent such issue arises in another proceeding between the parties. Judgment upon the award of the arbitrator shall be submitted for confirmation to the federal district court for the Southern District of Ohio, or the Common Pleas Court of Hamilton County, Ohio and, if confirmed, may be subsequently entered in any court having competent jurisdiction. The parties shall not be required to arbitrate a dispute or claim as set forth in this Section 15.2 if such dispute or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Marks or in the System or (ii) any of the confidentiality requirements or any restrictive covenants contained in this Agreement. This agreement to arbitrate shall survive any termination or expiration of this Agreement.

15.3 **Injunctive Relief**: Notwithstanding any other provision of this Agreement, either party shall have the right to apply at any time to a court of competent jurisdiction for preliminary or temporary injunctive relief. In addition, FirstLight Home Care will be threatened with irreparable harm, and injunctive relief shall be entered without the necessity of a bond, in the event of any breach or violation or threatened breach or violation of any provision of this Agreement relating to (a) Franchisee's use of the Marks; (b) Franchisee's establishment of any FirstLight Home Care Business except pursuant to a Franchise Agreement therefor; (c) the obligations of Franchisee upon termination or expiration of this Agreement; (d) an assignment of this Agreement or the franchise granted hereunder or any ownership interest therein; (e) a violation of any applicable law, ordinance or regulations; or (f) any conduct by Franchisee or its owners that is dishonest or misleading to FirstLight Home Care, FirstLight Home Care's other franchisees, or the general public.

15.4 **Venue**: Any litigation to enforce or relating to this Agreement or the relationship of the parties established hereunder shall be filed in the federal district court or a state court of general jurisdiction in Hamilton County, Ohio, and FirstLight Home Care and Franchisee hereby consent to the jurisdiction of and venue in such courts.

15.5 **Expenses in Legal Proceedings**: In any arbitration or litigation between the parties, the prevailing party shall be entitled to recover, in addition to any damages awarded, its expenses, including without limitation attorneys' fees and disbursements, accounting fees and disbursements, court costs and costs of collection, in addition to any other relief to which it is found entitled.

16. INDEPENDENT CONTRACTOR

16.1 **Independent Contractor**: It is understood and agreed that nothing in this Agreement shall create a partnership, employment or agency relationship between FirstLight Home Care and Franchisee or authorize Franchisee to make any contract, agreement, warranty, or representation on FirstLight Home Care's behalf, or to incur any debt or other obligation in FirstLight Home Care's name, and that FirstLight Home Care shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Franchisee in any of its operations hereunder or any claim or judgment arising therefrom against FirstLight Home Care. Franchisee acknowledges and agrees that FirstLight Home Care is not, and nothing in this Agreement is intended to make FirstLight Home Care, the employer or joint employer of Franchisee's employees. Franchisee shall indemnify and hold FirstLight Home Care harmless against any and all such claims, debts, liabilities or obligations arising directly or indirectly from, as a result of, or in connection with, this Agreement, Franchisee's employee's actions and/or inaction, and Franchisee's operation of the Franchised Business, and shall pay all costs (including, without limitation, attorneys' and accountants' fees and disbursements) incurred by FirstLight Home Care in defending against and/or responding to them. Moreover, it is the intention of the parties to this Agreement that FirstLight Home Care shall not be deemed a joint employer with Franchisee for any reason. If FirstLight Home Care incurs any cost, loss, or damage as a result of any actions or omissions of Franchisee or Franchisee's employees, including any that relate to any party making a finding of any joint employer status, Franchisee will fully indemnify FirstLight Home Care for such loss. Franchisee shall display prominently, in full compliance with the policies and procedures set forth in the Operations Manual, including without limitation, at its place of business, on all correspondence with third parties, and on any printed materials bearing its name or business location, a statement, as specified by FirstLight Home Care, that the Franchised Business is independently owned and operated by Franchisee. Franchisee further acknowledges and agrees that FirstLight Home Care owes no fiduciary duty whatsoever to Franchisee.

17. MISCELLANEOUS

17.1 **Nature of Agreement**: This Agreement, together with the schedules attached, constitutes the entire and whole Agreement between the parties and supersedes any prior agreements between such parties, and no other representations have induced Franchisee to execute this Agreement, except that nothing in this Agreement or in any related agreement is intended to disclaim the representations made in FirstLight Home Care's Franchise Disclosure Document provided to Franchisee. Except as otherwise set forth herein, this Agreement may not be modified or amended except by a written instrument, signed by each of the parties, expressing such amendment or modification. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver; nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercises or the exercise of any other right, power or remedy.

17.2 **Benefit**: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective and legal representatives, successors and assigns.

17.3 **Construction**: Except to the extent governed by federal trademark law and the parties' rights under the Federal Arbitration Act respecting Section 15.2, this Agreement shall be deemed to have been entered into and for all purposes shall be governed by the local laws of the State of Ohio, without application of its conflicts of laws principles.

17.4 **Headings**: The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Agreement.

17.5 **Notices**: All payments shall be made to, and all notices, requests, demands and other communications hereunder shall be deemed to have been duly received by, the person to whom addressed when (i) personally delivered, (ii) forty-eight (48) hours after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, (iii) twenty-four (24) hours after deposit with a reputable overnight delivery service, charges prepaid, or (iv) on the date of receipt or rejected delivery after being sent by any other means which affords the sender evidence of delivery or of rejected delivery, addressed:

(a) In the case of FirstLight Home Care, to:

FirstLight HomeCare Franchising, LLC
7870 East Kemper Road, Suite 400
Cincinnati, Ohio 45249
Attention: President

or to such other person or address as FirstLight Home Care may from time to time furnish to Franchisee.

(b) In the case of Franchisee, to:

The address set forth
in Section 3 of Schedule A
attached hereto,

or to such other person or address as Franchisee may from time to time furnish to FirstLight Home Care.

17.6 **Joint and Several Obligations**: If Franchisee consists of more than one person, their liability under this Agreement shall be deemed to be joint and several.

17.7 **Pronouns**: Each pronoun used herein shall be deemed to include the other number and gender.

17.8 **Severability**: In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction after appeal or the time for appeal has expired, such invalidity shall be limited to such specific provision or portion thereof (or to such situation), and this Agreement shall be construed and applied in such manner as to minimize such unenforceability. This Agreement shall otherwise remain in full force and effect.

17.9 **Counterparts**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.10 **Consents**: Whenever this Agreement requires the prior approval or consent of FirstLight Home Care, Franchisee shall make a timely written request to FirstLight Home Care for such approval or

consent, and such approval or consent shall be obtained in writing. FirstLight Home Care will also consider granting, in its sole discretion, other reasonable requests individually submitted by Franchisee in writing for FirstLight Home Care's prior waiver of any obligation imposed by this Agreement. FirstLight Home Care makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with their Agreement, or by reason of any neglect, delay or denial of any such request. Any waiver granted by FirstLight Home Care shall be subject to FirstLight Home Care's continuing review, may subsequently be revoked for any reason effective upon Franchisee's receipt of thirty (30) days prior written notice, and shall be without prejudice to any other rights FirstLight Home Care may have.

17.11 **Immunity for Certain Limited Disclosures**: Notwithstanding anything in this Agreement to the contrary, Franchisee and its officers, directors, shareholders, agents and representatives, may, in accordance with any applicable law including the federal Defend Trade Secrets Act, disclose Confidential Information, including FirstLight Home Care's trade secrets, (a) in confidence, to federal, state, or local government officials, or to an attorney of Franchisee, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

17.12 **Time is of the Essence**: As to all reports and fees payable to or to be made to FirstLight Home Care, and any inspections initiated by FirstLight Home Care under Section 7 of this Agreement, time shall be of the essence.

18. ACKNOWLEDGMENTS AND REPRESENTATIONS

18.1 **Acknowledgments by Franchisee**: Franchisee acknowledges that:

(a) It has conducted an independent investigation and financial assessment of the business contemplated by this Agreement and the market in which the Franchised Area is located and recognizes that it involves business risks making the success of the venture largely dependent upon the business abilities of Franchisee as well as other variables.

(b) It has no knowledge of any representations by FirstLight Home Care, or its parent, officers, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein, and further represents to FirstLight Home Care, as an inducement to its entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

(c) It has received, read and understood this Agreement and the attachments hereto, if any, FirstLight Home Care has had fully and adequately explained the provisions of each to its satisfaction; and FirstLight Home Care has afforded it ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement.

(d) It has received FirstLight Home Care's Franchise Disclosure Document for the state in which the Franchised Area is located no later than fourteen (14) calendar days prior to the execution of any such agreements or the payment of any consideration to FirstLight Home Care.

(e) It is aware of the fact that some franchisees may operate under different forms of agreements, and consequently, that FirstLight Home Care's obligations and rights in respect to its various franchisees may differ materially in certain circumstances.

19. **EFFECTIVE DATE**

19.1 **Effective Date**: This Agreement shall be effective as of the date it is executed by FirstLight Home Care (the "Effective Date").

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

FRANCHISEE:

_____
(Name of Franchisee Business Entity)

By: _____

Name Printed: _____

Title: _____

Date: _____

FIRSTLIGHT HOMECARE FRANCHISING, LLC:

By: _____

Title: _____

Date: _____

SCHEDULE A
(to FirstLight Home Care Franchise Agreement)

Franchisee Information

Section 1. Franchisee (referenced on Page 1 of Franchise Agreement):

Name of Individual or Entity: _____

Type of entity and State of organization (if applicable): _____

Principal address: _____
_____
_____

Names and Addresses and
Percentage of Ownership
of all Shareholders
or General Partners
or Limited Liability
Company Members _____
_____
_____
_____
_____

Section 2. Location of the Franchised Business (the "Premises"): _____
_____

Section 3. Franchisee's Address for Notices (referenced in Section 17.5 of Franchise Agreement):

_____
_____
_____
_____

Section 4. Minimum Performance Standard: In the event Franchisee fails to meet or exceed the Minimum Performance Standard Gross Revenue amounts listed below in any calendar month, Franchisee must pay the following Royalty Fee:

Number of Months Franchised Business in Operation	**Minimum Performance Standard** *(Gross Revenue Amount per month)*	**Corresponding Royalty Fee** *(based upon Minimum Performance Standard Gross Revenue amount per month)*
0-3	$0	$0
4-15	$5,000.00	$ 250.00
16-34	$19,750.00	$ 988.00
35-57	$46,450.00	$2,322.00
58-81	$69,675.00	$3,483.00
82 and beyond	$77,400.00	$3,870.00

SCHEDULE B
(to FirstLight Home Care Franchise Agreement)

Description of the Franchised Area and Excluded Clients

The Franchised Area shall be a geographic area contained within the following zip codes: _____

If a written description of the Franchised Area and a map of the Franchised Area are both provided, in the event of a conflict between such written description and such map, the written description of the Franchised Area shall prevail.

The following is a list of Excluded Clients and the franchisees currently serving them. Such Excluded Clients are hereby excluded from the Franchised Area:

NAME OF EXCLUDED CLIENT	NAME OF FRANCHISEE CURRENTLY SERVICING CLIENT

ATTACHMENT 1
(to FirstLight Home Care Franchise Agreement)

Direct Debit Authorization Agreement

FRANCHISEE NAME: _____

Franchisee hereby authorizes FirstLight Home Care to debit the Designated Bank Account listed below for all fees and amounts due to FirstLight Home Care pursuant to the Franchise Agreement. Royalty Fees and Basic Operating Platform Fees shall be debited no earlier than the due date provided in the Franchise Agreement. In the event of an error, Franchisee also authorizes the initiation of a debit and or credit to its Designated Bank Account to correct any such error.

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____

BANK NAME: _____

BANK ROUTING-TRANSIT/ABA NUMBER: _____

Please attach a voided check to help FirstLight Home Care verify the account number, bank name, and bank routing number.

This Direct Debit Authorization Agreement will remain in effect until FirstLight Home Care has received and acknowledged written notification from Franchisee that all amounts to be collected have been paid in full.

FRANCHISEE:

_____
(Name of Franchisee Business Entity)

By: _____

Name Printed: _____

Title: _____

Date: _____

ATTACHMENT 2
(to FirstLight Home Care Franchise Agreement)

Assignment of Telephone Service Agreement

Date: _____

This Assignment of Telephone Service Agreement ("Assignment") is effective as of the date of termination or expiration of the FirstLight HomeCare Franchising, LLC Franchise Agreement (the "Franchise Agreement") entered into between FirstLight HomeCare Franchising, LLC ("FirstLight Home Care") and _____ ("Franchisee"). Franchisee irrevocably assigns to FirstLight Home Care or FirstLight Home Care's designee the telephone number or numbers and listings issued (or issued in the future) to Franchisee with respect to each of Franchisee's FirstLight Home Care businesses ("Telephone Numbers"). This Assignment is for collateral purposes only, and FirstLight Home Care has no liability or obligation of any kind whatsoever arising from this Assignment, unless the precondition to the effectiveness of this Assignment has occurred and FirstLight Home Care desires to take possession and control over the Telephone Numbers.

FirstLight Home Care is authorized and empowered upon termination or expiration of the Franchise Agreement and without any further notice to Franchisee to notify the telephone company, as well as any other company that publishes telephone directories ("Telephone Companies"), to transfer the Telephone Numbers to FirstLight Home Care or such other person or entity as FirstLight Home Care designates. Franchisee grants to FirstLight Home Care an irrevocable power of attorney and appoints FirstLight Home Care as Franchisee's attorney-in-fact to take any necessary actions to assign the Telephone Numbers, including but not limited to, executing on Franchisee's behalf any forms that the Telephone Companies may require to effectuate this Assignment. This Assignment is also for the benefit of the Telephone Companies, and the Telephone Companies may accept this Assignment and FirstLight Home Care's instructions as conclusive evidence of FirstLight Home Care's rights in the Telephone Numbers and FirstLight Home Care's authority to direct the amendment, termination or transfer of the Telephone Numbers, as if they had originally been issued to FirstLight Home Care. In addition, Franchisee agrees to hold the Telephone Companies harmless from any and all claims against them arising out of any actions or instructions by FirstLight Home Care regarding the Telephone Numbers.

FRANCHISEE:	FRANCHISEE: FIRSTLIGHT HOME CARE:
_____	
By: _____	By: _____
Its: _____	Its: _____

Notary for Franchisee's Signature

Subscribed and sworn to before me this ____ day of _____, _____.

_____
Notary Public

CONVERSION ADDENDUM
TO FIRSTLIGHT HOME CARE FRANCHISE AGREEMENT

This Conversion Addendum to FirstLight Home Care Franchise Agreement ("Addendum"), dated as of the Effective Date of the Franchise Agreement (as hereinafter defined) is attached to and made a part of the FirstLight Home Care Franchise Agreement ("Franchise Agreement"), by and between FirstLight HomeCare Franchising, LLC, a Delaware limited liability company having its principal business offices located at 7870 East Kemper Road, Suite 400, Cincinnati, Ohio 45249 and doing business as FirstLight Home Care ("FirstLight Home Care"), and _____, having its principal business offices located at _____ ("Franchisee"), for the purpose of modifying and amending the terms of such Franchise Agreement.

RECITALS

WHEREAS, prior to the Effective Date, Franchisee operated an independent in home care business ("Prior Business");

WHEREAS, as a special allowance for Franchisee to join the FirstLight Home Care System, FirstLight Home Care has offered Franchisee the financial incentive contained within this Addendum;

NOW, THEREFORE, in consideration of the above recitals and the agreements contained in this Addendum, FirstLight Home Care and Franchisee agree as follows:

1. All capitalized terms herein which are not separately defined herein shall have the meanings ascribed to such terms in the Franchise Agreement.

2. In the event of a conflict between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control.

3. Except as specifically modified by this Addendum, all terms of the Franchise Agreement are in full force and effect.

4. Franchisee represents and warrants to FirstLight Home Care that all balance sheets, income statements and other financial information that Franchisee furnished to FirstLight Home Care to determine the total gross revenue of Franchisee's Prior Business derived from in home services during the twelve (12) months immediately preceding the Effective Date of the Franchise Agreement and this Addendum ("Base Year Revenue Amount") are accurate and correct in all material respects. Franchisee acknowledges that FirstLight Home Care has relied upon such information as provided by Franchisee in determining Franchisee's qualification for the incentive program evidenced by this Addendum.

5. Franchisee agrees that FirstLight Home Care may, upon request, examine the books and financial records of Franchisee's Prior Business in addition to any other books and records that FirstLight Home Care is entitled to examine in accordance with Section 7.13 of the Franchise Agreement.

6. The term "Opening Date" means the first calendar day of the month immediately following the month in which the Franchisee completes the initial training program set forth in Section 7.9 of the Agreement.

7. Section 5.1 of the Franchise Agreement is hereby deleted and the following substituted therefor:

"**5.1 Monthly Royalty Fee**: As of the Effective Date and continuing through the remainder of the Term and any renewal terms, and in consideration for Franchisee's continued right to utilize the FirstLight Home Care System and the Marks and for FirstLight Home Care's ongoing assistance as described herein, Franchisee shall pay to FirstLight Home Care a monthly royalty fee ("Royalty Fee") in an amount equal to:

(a) For all Gross Revenues received during the first _____ (__) calendar months after the Opening Date, the Royalty Fee due shall be equal to ___% of Franchisee's Gross Revenues (as hereinafter defined)

(b) For all Gross Revenues received during the _____ (__) through the _____ (__) calendar months after the Opening Date, the Royalty Fee due shall be equal to ___% of Franchisee's Gross Revenues

(c) For all Gross Revenues received during the _____ and subsequent calendar months after the Opening Date, the Royalty Fee due shall be equal to five percent (5%) of Franchisee's Gross Revenues

Notwithstanding the foregoing, if Franchisee fails within any calendar month beginning in the fourth (4th) month following the Opening Date to meet or exceed the minimum performance standards set forth in Section 4 of Schedule A ("Minimum Performance Standard"), then Franchisee must instead pay to FirstLight Home Care a Royalty Fee in an amount equal to five percent (5%) of the Minimum Performance Standard.

All Royalty Fees shall be payable to FirstLight Home Care on or before the tenth (10th) day of each calendar month and shall be based upon the Gross Revenues of the Franchised Business for the preceding calendar month. The term "Gross Revenues" as used in this Agreement shall mean the total amount of payments received by Franchisee for all sales of services provided and products sold by Franchisee in connection with Franchisee's FirstLight Home Care Business, whether for cash or on a charge, credit or time basis, deducting from such amount all refunds and discounts made to clients in good faith and in accordance with FirstLight Home Care's policies and any sales or excise taxes which are separately stated and which Franchisee may be required to and does collect from clients and pays to any federal, state or local taxing authority. Franchisee shall utilize a computerized system in compliance with the Operations Manual, in conjunction with required software, to prepare the monthly financial report and calculate the Royalty Fee to be paid. Franchisee shall electronically submit such report to FirstLight Home Care before the tenth (10th) day of each calendar month."

8. Based on the financial information that Franchisee provided to FirstLight Home Care, Franchisee and FirstLight Home Care mutually agree that the Base Year Revenue Amount equals $_____ and that the Reduction Base Amount (1/12th of the Base Year Revenue Amount) equals $_____. If FirstLight Home Care determines that Franchisee has overstated the Base Year Revenue Amount by two percent (2%) or more, then, within 10 days after the receipt of notice from FirstLight Home Care, Franchisee shall pay to FirstLight Home Care an amount equal to the difference between the reduced

Royalty Fee set forth in Section 7 of this Addendum and the original Royalty Fee set forth in Section 5.1 of the Franchise Agreement, and going forward the Royalty Fee shall revert back to the original amount set forth in Section 5.1 of the Franchise Agreement.

9. This Addendum, together with the Franchise Agreement to which it is attached, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be further modified or amended except in a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum to be effective as of the Effective Date.

FRANCHISEE:

_____
(Name of Franchisee Business Entity)

By: _____

Name Printed: _____

Title: _____

Date: _____

FIRSTLIGHT HOMECARE FRANCHISING, LLC:

By: _____

Name Printed: _____

Title: _____

Date: _____

FIRSTLIGHT HOMECARE FRANCHISE AGREEMENT
RENEWAL ADDENDUM

This Renewal Addendum ("Addendum") is made and entered into as of _____, 20__ (the "Effective Date"), among FirstLight Home Care Franchising, LLC, an Ohio limited liability company ("FirstLight Home Care"), _____, a _____ ("Franchisee"), and _____ ("Guarantors").

INTRODUCTION

A. FirstLight Home Care and Franchisee are parties to a franchise agreement dated _____, ___, and any amendments, or any other supplements related thereto (collectively, the "Old Franchise Agreement") under which Franchisee operates a FirstLight Home Care Business located at _____ _____ (the "Franchised Business").

B. Franchisee desires to renew the grant of the franchise in the Old Franchise Agreement, which requires (among other conditions) Franchisee to sign the current form of FirstLight Home Care franchise agreement (the "New Franchise Agreement") and sign a general release.

C. FirstLight Home Care and Franchisee acknowledge and agree that certain provisions of the New Franchise Agreement are not applicable due to Franchisee's existing relationship with FirstLight Home Care. FirstLight Home Care and Franchisee therefore desire to enter into this Renewal Addendum to modify certain provisions of the New Franchise Agreement and to attain a general release.

AGREEMENTS

In consideration of the foregoing, and the mutual covenants and agreements stated below, the parties agree as follows:

1. Capitalized Terms. All capitalized terms used but not defined herein will have the meanings given to such terms in the New Franchise Agreement.

2. Termination of Old Franchise Agreement. As of the Effective Date, the Old Franchise Agreement is terminated and is of no further force and effect, provided any provisions of the Old Franchise Agreement which, either explicitly or by their nature, survive termination will remain in full force and effect, including obligations relating to confidentiality, indemnification and retention of records.

3. Location and Furnishing of Premises. Section 3.1 of the New Franchise Agreement is amended to provide that FirstLight Home Care has approved the current Premises for the operation of the Franchised Business.

4. Initial Franchise Fee. Section 4.1 of the New Franchise Agreement is modified to provide that Franchisee has paid FirstLight Home Care a Renewal Fee of $_____in lieu of the Initial Franchise Fee.

5. Monthly Royalty Fee. Section 5 of the New Franchise Agreement is amended delete the first paragraph in Section 5.1 and replace it with the following:

> In consideration for Franchisee's continued right to utilize the FirstLight Home Care System and the Marks and for FirstLight Home Care's ongoing assistance as described herein, Franchisee shall pay to FirstLight Home Care a monthly royalty fee (the "Royalty Fee") in an amount equal to five

percent (5%) of Franchisee's Gross Revenues (as hereinafter defined); provided that if Franchisee fails within any calendar month to meet or exceed the minimum performance standards set forth in Section 4 of Schedule A ("Minimum Performance Standard"), then Franchisee must instead pay to FirstLight Home Care a Royalty Fee in an amount equal to five percent (5%) of the Minimum Performance Standard.

6. Duties of FirstLight Home Care. Section 6 of the New Franchise Agreement is amended to delete Section 6.1(a).

7. Training. Section 7 of the New Franchise Agreement is amended to delete Section 7.9 and replaced with the following:

Franchisee and the manager of the Franchised Business, as of the Effective Date, have successfully completed FirstLight Home Care's initial training program. Any person who later holds the position of manager of the Franchised Business from time to time shall attend and successfully complete certification in FirstLight Home Care's initial training program within forty-five (45) days of such person holding a position as a new manager within the Franchised Business and such training being made available by FirstLight Home Care. Franchisee and its manager shall attend and complete, to FirstLight Home Care's satisfaction, such other training programs as FirstLight Home Care may reasonably require from time to time. In connection with FirstLight Home Care's initial training program, FirstLight Home Care shall provide and pay for the instructors, training facilities, and training materials utilized in such training. Franchisee shall pay such tuition fees as FirstLight Home Care may establish from time to time for any other person, including any individual assuming the role of manager in the future, to attend the initial training program or any subsequent training program. Franchisee shall be responsible for all other expenses incurred by Franchisee, its manager, or other employees, including, without limitation, the costs of travel, room, board, and wages. Franchisee and its manager must attend at least one (1) of the regional or national meetings held by FirstLight Home Care each calendar year.

8. Minimum Performance Standards. Section 4 of Schedule A to the New Franchise Agreement is amended to delete the chart and replace it with the following:

Minimum Performance Standard *(Gross Revenue Amount per month)*	**Corresponding Royalty Fee** *(based upon Minimum Performance Standard Gross Revenue amount per month)*
$77,400	$3,870

9. Release of Claims.

A. Definitions.

1. Franchisor Parties. FirstLight Home Care and each of its subsidiaries, corporate parents and affiliates and their respective officers, directors, owners, stockholders, members, employees, insurers, attorneys, agents, successors, predecessors, assigns, heirs and personal representatives.

2. Franchisee Parties: Franchisee, each Guarantor, and all persons or entities acting on their behalf or claiming under them including each of their respective corporate parents, subsidiaries, affiliates, owners, heirs, executors, administrators, managers, directors, owners, employees, trustees, agents, partners, business entities, attorneys, insurers, successors and assigns.

3. Parties: collectively, Franchisor Parties and Franchisee Parties.

B. Franchisee Parties irrevocably and unconditionally waive, release, acquit and forever discharge, and covenant not to sue, Franchisor Parties of and from any and all claims, suits, debts, liabilities, causes of action, demands, contracts, promises, obligations, losses, rights, controversies, damages, costs, expenses (including actual attorneys' fees and costs incurred), actions and causes of action of every nature, whether known or unknown, direct or indirect, vested or contingent, claims, at law of in equity, whether arising by statute, common law, or otherwise, including claims for negligence (collectively, "Claims"), that they may now have, or at any time previously had, or hereafter may have or claim to have, against each or any of Franchisor Parties arising out of or relating to any conduct, transaction, occurrence, act or omission at any time before the Effective Date relating to the Old Franchise Agreement, the development or operation of the Franchised Business, the franchise relationship between the parties, the offer or sale of any franchise, or any other agreement between any of the Franchisee Parties and any of the Franchisor Parties.

C. Franchisee Parties specifically and expressly contemplate that this release of claims covers all of their claims, including those known and unknown claims for known and unknown injuries and/or damages, and those for expected and unexpected consequences.

Franchisee Parties expressly waive all rights or benefits that they have or may have under Section 1542 of the California Civil Code, which section provides:

> A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor.

10. Other Terms. All other terms and conditions of the New Franchise Agreement not modified herein remain in full force and effect.

11. Counterparts. This Renewal Addendum may be signed in counterparts, and each counterpart when so signed and delivered will be deemed an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum to be effective as of the Effective Date.

FIRSTLIGHT HOME CARE:

FIRSTLIGHT HOMECARE FRANCHISING, LLC
an Ohio limited Liability Company

By: _____

Name: _____

Title: _____

FRANCHISEE:

_____

By: _____

Name: _____

Title: _____

GUARANTORS:

_____

Printed Name: _____

_____

Printed Name: _____

_____

Printed Name: _____

AMENDMENT TO FIRSTLIGHT HOME CARE FRANCHISE AGREEMENT
ADDITIONAL AREA

Franchise Territory ID _____

THIS AMENDMENT (the "Amendment"), is made and entered into as of **DATE** (the "Effective Date"), by and between FirstLight Home Care Franchising, LLC, a Delaware Limited Liability Company having its principal business offices located at 7870 E. Kemper Rd. Ste. 400, Cincinnati, Ohio 45249 ("FirstLight Home Care"), and **ENTITY NAME** having its principal business office located at **BUSINESS ADDRESS** ("Franchisee").

RECITALS

WHEREAS, FirstLight Home Care and Franchisee are parties to that certain FirstLight Home Care Franchise Agreement dated **AGREEMENT EFFECTIVE DATE** (the "Franchise Agreement") for the establishment and operation of the FirstLight Home Care, care service business located at **BUSINESS ADDRESS** (the "Franchised Business"). The rights related to the Franchised Business granted under the Franchise Agreement are referred to herein as the "Franchise."

WHEREAS, FirstLight Home Care and Franchisee entered into to the Franchise Agreement, pursuant to which Franchisee will operate the Franchised Business, and are entering into this Amendment with Franchisee to modify the Franchise Agreement to expand the Franchised Area.

NOW, THEREFORE, in consideration of the above recitals and the agreements contained in this Amendment, FirstLight Home Care and Franchisee agree as follows:

1. In addition to the geographical area described on Schedule B of the Franchise Agreement, the Franchised Area shall include the following postal zip codes:

   ZIP CODES

If a written description of the Franchised Area and a map of the Franchised Area are both provided, in the event of a conflict between such written description and such map, the written description of the Franchised Area shall prevail.

The following is a list of Excluded Clients and the franchisees currently serving them. Such Excluded Clients are hereby excluded from the Franchised Area:

NAME OF EXCLUDED CLIENT	NAME OF FRANCHISEE CURRENTLY SERVICING CLIENT

Franchisor and Franchisee agree that the area described above has an aggregate populations of not more that **TOTAL POPULATION ADDED.**

2. Franchisee shall pay FirstLight Home Care a amended area fee in the amount of **$ DOLLARS** upon execution of this Amendment. Franchise acknowledges that the amount paid is fully earned

upon execution of this Amendment in consideration of the Franchisor's grant of the additional territory described in section 1 of this Amendment. This fee is not refundable.

3. Release of Claims.

A. Definitions.

1. Franchisor Parties. FirstLight Home Care and each of its subsidiaries, corporate parents and affiliates and their respective officers, directors, owners, stockholders, members, employees, insurers, attorneys, agents, successors, predecessors, assigns, heirs and personal representatives.

2. Franchisee Parties: Franchisee, each Guarantor, and all persons or entities acting on their behalf or claiming under them including each of their respective corporate parents, subsidiaries, affiliates, owners, heirs, executors, administrators, managers, directors, owners, employees, trustees, agents, partners, business entities, attorneys, insurers, successors and assigns.

B. Franchisee Parties irrevocably and unconditionally waive, release, acquit and forever discharge, and covenant not to sue, Franchisor Parties of and from any and all claims, suits, debts, liabilities, causes of action, demands, contracts, promises, obligations, losses, rights, controversies, damages, costs, expenses (including actual attorneys' fees and costs incurred), actions and causes of action of every nature, whether known or unknown, direct or indirect, vested or contingent, claims, at law of in equity, whether arising by statute, common law, or otherwise, including claims for negligence (collectively, "Claims"), that they may now have, or at any time previously had, or hereafter may have or claim to have, against each or any of Franchisor Parties arising out of or relating to any conduct, transaction, occurrence, act or omission at any time before the Effective Date relating to the Franchise Agreement, the development or operation of the Franchised Business, the franchise relationship between the parties, the offer or sale of any franchise, or any other agreement between any of the Franchisee Parties and any of the Franchisor Parties.

C. Franchisee Parties specifically and expressly contemplate that this release of claims covers all of their claims, including those known and unknown claims for known and unknown injuries and/or damages, and those for expected and unexpected consequences.

Franchisee Parties expressly waive all rights or benefits that they have or may have under Section 1542 of the California Civil Code, which section provides:

> A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor.

4. All capitalized terms herein which are not separately defined herein shall have the meanings ascribed to such terms in the Franchise Agreement.

5. Except as modified by this Amendment, all terms of the Franchise Agreement remain in full force and effect. The Franchise Agreement, as hereby amended, is ratified and confirmed by the parties. In the event of a conflict between the terms of the Franchise Agreement and the terms of this Amendment, the terms of this Amendment shall control.

6. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to be effective as of the Effective Date.

FRANCHISOR:	FRANCHISEE:
FIRSTLIGHT HOMECARE FRANCHISING, LLC	**ENTITY NAME**
A Delaware Limited Liability Company	a **STATE & TYPE OF ENTITY**
By: _____	By: _____
Name: Glee McAnanly	Name: **NAME**
Title: President & CEO	Title: **TITLE**
Date: **DATE**	Date: **DATE**

SBA ADDENDUM
TO FIRSTLIGHT HOME CARE 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.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Addendum as of the day and year first above written.

FRANCHISEE:

_____
(Name of Franchisee Business Entity)

By: _____

Name Printed: _____

Title: _____

FRANCHISOR:

FIRSTLIGHT HOMECARE FRANCHISING, LLC:

By: _____

Name Printed: _____

Title: _____

AMENDMENT TO FIRSTLIGHT HOME CARE FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA

The FirstLight HomeCare Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and FirstLight HomeCare Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning nonrenewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws control.

b. The Agreement requires Franchisee to execute a general release of claims upon renewal or transfer the Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

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

d. The Agreement requires applications of the laws of the state of Ohio. This provision may not be enforceable under California law.

e. The Agreement requires binding arbitration. The arbitration will occur in Cincinnati, Ohio with the cost being borne by the non-prevailing party. Prospective franchisees are encouraged to consult with 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.

f. No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise

relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the California law applicable to the provision 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 Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Agreement on this ____ day of _____, ____.

FRANCHISEE:

_____
(Name of Franchisee Business Entity)

By: _____

Name Printed: _____

Title: _____

Date: _____

FIRSTLIGHT HOMECARE FRANCHISING, LLC:

By: _____

Date: _____

AMENDMENT TO FIRSTLIGHT HOME CARE FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS

The FirstLight HomeCare Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and FirstLight HomeCare Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill. Comp. Stat. ch. 815 para. 705/1 - 705/44 (1994). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. 815 ILCS 705/19 and 705/20 provide rights to You concerning nonrenewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act shall control.

b. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule of order under the Act, such release shall exclude claims arising under the Illinois Franchise Disclosure Act, and such acknowledgments shall be void with respect to claims under the Act and are hereby deleted.

c. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void under the Illinois Franchise Disclosure Act.

d. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with Illinois law, Illinois law shall control.

e. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in this Agreement is inconsistent with Illinois law, Illinois law shall control.

f. Sections 18.1(a) of this Agreement is null and void with respect to claims under the Illinois Franchise Disclosure Act and is hereby deleted.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on this ____ day of _____, ____.

FRANCHISEE:

_____
(Name of Franchisee Business Entity)

By: _____

Name Printed: _____

Title: _____

Date: _____

FIRSTLIGHT HOMECARE FRANCHISING, LLC:

By: _____

Date: _____

AMENDMENT TO FIRSTLIGHT HOME CARE FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Section 4.1 of this Agreement is amended to include the following additional language:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Nothing in the Franchise Agreement operates to reduce the three (3)-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

2. Section 11.2(b) of the Franchise Agreement is amended to provide that Franchisee's contribution to an advertising and marketing cooperative will not exceed 5% of Gross Revenues.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Franchise Agreement on the day and year first above written in the Franchise Agreement.

FRANCHISOR:

FirstLight HomeCare Franchising, LLC

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

AMENDMENT TO FIRSTLIGHT HOME CARE
FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The FirstLight HomeCare Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and FirstLight HomeCare Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims that the Franchisees' use of the Intellectual Properties infringes trademark rights of the third party. If the Agreement and/or the Disclosure Document contain(s) a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

b. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a franchisee be given written notice of a franchisor's intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement and/or the Disclosure Document contain(s) a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases that a franchisee be given 90 days' notice of termination (with 60 days to cure). If the Agreement and/or the Disclosure Document contain(s) a provision that is inconsistent with such requirement of the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

d. If the Agreement and/or the Disclosure Document require(s) Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

e. If the Agreement and/or the Disclosure Document require(s) that it be governed by a state's law, other than the State of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of Franchisee as

provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. To the extent Minnesota Rule 2860.4400J. prohibits a franchisor from requiring You to consent to the Franchisor obtaining injunctive relief, Section 15.1 of the Franchise Agreement is hereby revised to reflect that Franchisor may seek injunctive relief and that whether any bond be necessary be determined by the court.

g. No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

2. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision 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 Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Agreement on this ____ day of _____, ____.

FRANCHISEE:

_____
(Name of Franchisee Business Entity)

By: _____

Name Printed: _____

Title: _____

Date: _____

FIRSTLIGHT HOMECARE FRANCHISING, LLC:

By: _____

Date: _____

AMENDMENT TO FIRSTLIGHT HOME CARE FRANCHISE AGREEMENT FOR THE STATE OF NEW YORK

The FirstLight HomeCare Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and FirstLight HomeCare Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

b. If the Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Licensee under the New York General Business Law, Article 33, Sections 680 through 695.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, 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 Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Agreement on this ____ day of _____, ____.

FRANCHISEE:

_____
(Name of Franchisee Business Entity)

By: _____

Name Printed: _____

Title: _____

Date: _____

FIRSTLIGHT HOMECARE FRANCHISING, LLC:

By: _____

Date: _____

AMENDMENT TO FIRSTLIGHT HOME CARE FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA

The FirstLight HomeCare Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and FirstLight HomeCare Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

NORTH DAKOTA LAW MODIFICATIONS

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota Law. If the Agreement contains a covenant not to compete that is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. The Agreement contains provisions requiring franchisees to consent to the jurisdiction of courts outside of North Dakota, to consent to a waiver of trial by jury and/or to consent to a waiver of exemplary and punitive damages. The Commissioner has held that these provisions are unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law and are therefore deleted in their entirety.

d. If the Agreement requires that a state's law, other than the State of North Dakota govern it, to the extent that such law conflicts with the North Dakota Law, North Dakota Law shall control.

e. If the Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location shall be determined by the arbitrator.

f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, 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 Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Agreement on this ____ day of _____, ____.

FRANCHISEE:

_____
(Name of Franchisee Business Entity)

By: _____

Name Printed: _____

Title: _____

Date: _____

FIRSTLIGHT HOMECARE FRANCHISING, LLC:

By: _____

Date: _____

AMENDMENT TO FIRSTLIGHT HOME CARE FRANCHISE AGREEMENT FOR THE STATE OF RHODE ISLAND

The FirstLight HomeCare Franchising, LLC Franchise Agreement between _____ ("Franchisee" or "You") and FirstLight HomeCare Franchising, LLC ("Franchisor") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.

b. If this Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.

c. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, 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 Franchise Agreement, Franchisor reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that you have initiated.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Agreement on this ____ day of _____, ____.

FRANCHISEE:

_____
(Name of Franchisee Business Entity)

By: _____

Name Printed: _____

Title: _____

Date: _____

FIRSTLIGHT HOMECARE FRANCHISING, LLC:

By: _____

Date: _____

WASHINGTON FRANCHISE AGREEMENT ADDENDUM

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

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

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

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

The undersigned does hereby acknowledge receipt of this addendum.

{Signature Page Follows}

Dated this ____ day of _____, ____.

FRANCHISEE:

_____
(Name of Franchisee Business Entity)

By: _____

Name Printed: _____

Title: _____

FIRSTLIGHT HOMECARE FRANCHISING, LLC:

By: _____

EXHIBIT C

FIRSTLIGHT HOME CARE OPERATIONS MANUAL TABLE OF CONTENTS

Operations Manual Table of Contents	
Sections	**Number of Pages**
Introduction	7
Letter from President	
Company Overview	
How to Use This Manual	
Chapter 1	7
Culture of Care	
Service Offering	
Service Pricing	
Chapter 2	9
Business Office Requirements	
Leveraging Technology	
Insurance Requirements	
Chapter 3	9
Industry Data & Associations	
Industry Terminology	
Chapter 4	35
Caregiver Recruitment	
Caregiver Orientation	
Caregiver Training	
Caregiver Retention	
Employee Management	
Chapter 5	19
Receiving & Managing Service Inquiries	
In-Home Visit	
Scheduling Caregivers	
Chapter 6	7
Billing Process	
Advance Deposits	
Payroll Processing	
Chapter 7	20
Marketing & Advertising	
Referral Sources & Networking	
Public Relations & Communications	
Company Events & Collaboration	
Sales Tips & Techniques	
Territory Boundaries	
Chapter 8	5
Disaster Preparedness – Natural or Man Made	
Disaster Recovery – Client and Business	
Data Recovery – Client and Business	
Chapter 9	3
Industry & Governmental Affairs	
Chapter 10	6
HealthCare Solutions – Overview of Service Offering	
Policies and Procedures	227
TOTAL	354

EXHIBIT D

JOINT AND SEVERAL UNCONDITIONAL GUARANTY

This Joint and Several Unconditional Guaranty (this "Guaranty") dated as of _____, 20____ , is made by_____, an individual residing in the State of _____ and ____ , an individual residing in the State of _____ and each additional individual whose signature appears at the end hereof under the heading "Guarantors") (collectively referred to herein as the "Guarantors"), in favor of FirstLight HomeCare Franchising, LLC, a Delaware limited liability company having its principal place of business at 7870 East Kemper Road, Suite 400, Cincinnati, Ohio 45249 (referred to herein as "FirstLight Home Care"), and executed and delivered as of the date of that certain FirstLight Home Care Franchise Agreement (the "Franchise Agreement") between _____, a(n) _____ having a business address of _____ (referred to herein as "Franchisee"), and FirstLight Home Care.

Background

A. Franchisee and FirstLight Home Care are prepared to execute and deliver the Franchise Agreement, and, as an inducement to FirstLight Home Care to enter into the Franchise Agreement, each of the Guarantors has agreed to guarantee the performance of all obligations of Franchisee as set forth in the Franchise Agreement (the "Obligations") and to execute and deliver this Guaranty; and

B. Each Guarantor, individually, will directly benefit from the agreement by FirstLight Home Care to enter into the Franchise Agreement with Franchisee;

NOW, THEREFORE, in consideration of the foregoing, the execution of the Franchise Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Guarantors, and each of them, hereby agree as follows:

Section 1. **Statement of Guaranty**. The Guarantors, and each of them, jointly and severally, unconditionally, absolutely and irrevocably guarantee prompt and satisfactory performance of the Obligations set forth in the Franchise Agreement in accordance with all its terms and conditions, and all renewals, extensions, modifications and amendments thereof. If Franchisee defaults in performance of its Obligations under the Franchise Agreement according to its terms and conditions, the Guarantors, and each of them, jointly and severally, irrevocably and unconditionally agree that they are each liable to FirstLight Home Care as primary obligors for the full payment and performance of the Obligations and all damages, costs, and expenses that FirstLight Home Care is entitled to recover from Franchisee by reason of such default.

Section 2. **Payment**. The Guarantors, and each of them, jointly and severally, agree that, if any of the Obligations requiring payment to FirstLight Home Care of sums of money are not punctually paid to FirstLight Home Care when such amounts are due according to the terms of the Franchise Agreement, the Guarantors, and each of them, shall, immediately upon demand by FirstLight Home Care and without any other notice whatsoever, pay the amount due to FirstLight Home Care at the address set forth in the Franchise Agreement or at such other address as FirstLight Home Care may notify the Guarantors in writing. It shall not be necessary for FirstLight Home Care, and FirstLight Home Care shall not be required in order to enforce such payment by any of the Guarantors, first to institute suit or exhaust its remedies against Franchisee or others liable for such amount. FirstLight Home Care shall not be required to mitigate damages or take any other action to reduce, collect or enforce the Obligations. No setoff, counterclaim, reduction or diminution of any Obligation, or any defense of any kind or nature that any of the Guarantors has or may have against Franchisee or FirstLight Home Care shall be available hereunder to such Guarantor.

No payment by any of the Guarantors shall discharge the liability of such Guarantor hereunder until all Obligations have been satisfied in full.

Section 3. **Duration**. This Guaranty shall continue in force until all Obligations under the Franchise Agreement have been satisfied or until Franchisee's liability to FirstLight Home Care under the Franchise Agreement has been completely discharged, whichever occurs first. The Guarantors, and each of them, shall not be discharged from liability under the Guaranty as long as any claim by FirstLight Home Care against Franchisee remains outstanding.

Section 4. J**oint and Several Liability**. The Guarantors, and each of them, shall be jointly and severally liable for all Obligations under this Guaranty. This Guaranty may be enforced against any of the Guarantors separately or against all Guarantors jointly.

Section 5. **Waivers and Consents**. The Guarantors, and each of them, hereby: (a) assent to all terms and agreements heretofore or hereafter made by Franchisee with FirstLight Home Care; and (b) consent that FirstLight Home Care may without in any manner impairing its rights or the obligations of the Guarantors hereunder: (1) waive or delay the exercise of its rights or remedies against Franchisee or any other person or entity, including, without limitation, any of the Guarantors; (2) release Franchisee or any other person or entity, including, without limitation, any of the Guarantors; (3) make, grant or give any adjustment, indulgence, forbearance or compromise to Franchisee or to any of the Guarantors; (4) renew, extend or modify the terms of, or increase, any of the Obligations or any agreement evidencing the same; and (5) apply payments by Franchisee, the Guarantors, or any other person or entity to any of the Obligations.

Section 6. **Notices**. The Guarantors, and each of them, hereby waive all notices whatsoever with respect to this Guaranty or with respect to the Obligations, including, but without limitation, notice of: (1) FirstLight Home Care's acceptance hereof or its intention to act, or its action, in reliance hereon; (2) the present existence or future incurring of any of the Obligations or any terms or amounts thereof or any change therein; (3) any default by Franchisee or any surety, pledgor, grantor of security, or guarantor, including, without limitation, any of the Guarantors; and (4) the obtaining or release of any guaranty or surety agreement (in addition to this Guaranty), pledge, assignment, or other security for all or any part of the Obligations.

Section 7. **Benefit**. This Guaranty shall inure to the benefit of FirstLight Home Care, its successors and assigns, and to any person to whom FirstLight Home Care may grant an interest in any of the Obligations, and shall be binding upon the Guarantors and their respective successors, assigns, heirs, executors, administrators and legal representatives.

IN WITNESS WHEREOF, the Guarantors, and each of them, intending to be jointly and severally legally bound hereby, have caused this Guaranty to be executed as of the date and year first above written.

GUARANTORS:

_____

Name Printed: _____

_____

Name Printed: _____

EXHIBIT E

NON-DISCLOSURE AGREEMENTS

See attached:

NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETITION AGREEMENT (OFFICER/DIRECTOR/MEMBER/SHAREHOLDER)

and

NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETITION AGREEMENT (EMPLOYEE)

NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETITION AGREEMENT
(OFFICER/DIRECTOR/MEMBER/SHAREHOLDER)

This Non-Disclosure, Non-Solicitation and Non-Competition Agreement (Officer/ Director/Member/Shareholder) (this "Agreement") is made and entered into this _____ day of _____, 20 ___, by and among FirstLight HomeCare Franchising, LLC, a Delaware limited liability company with its principal place of business located at 7870 East Kemper Road, Suite 400 Cincinnati, Ohio 45249 ("FirstLight Home Care"), (hereinafter, "Individual"), a(n) _____ *[indicate: officer/director/member/shareholder]* _____of _____ *[indicate name of legal entity]*, a(n) _____ *[indicate: state of formation and corporation/limited liability company]* with its principal place of business located at _____ (hereinafter, "Franchisee"), and Franchisee.

Whereas, FirstLight Home Care and Franchisee have entered into that certain FirstLight Home Care Franchise Agreement dated _____, 20 and incorporated herein by this reference thereto (the "Franchise Agreement"); and

Whereas, Individual, in the course of performance of his or her responsibilities to Franchisee, or as a result of his or her business or official relationship with or for Franchisee, will be provided the confidential and proprietary information of the FirstLight Home Care system, including but not limited to information concerning equipment, standards, specifications, systems, methods, procedures, techniques and management systems (collectively, the "FirstLight Home Care System"); and

Whereas, Individual and Franchisee acknowledge the need for confidentiality of the confidential and proprietary information and the FirstLight Home Care System and agree that full compliance with the terms of this Agreement is necessary to protect such confidentiality;

Whereas, Section 10.1 of the Franchise Agreement provides that the officers, directors, members and shareholders of Franchisee shall be required to sign a non-disclosure agreement with FirstLight Home Care in form satisfactory to FirstLight Home Care; and

Whereas, Individual will receive benefits by virtue of the grant of the franchise by FirstLight Home Care to Franchisee.

Now therefore, in consideration of the covenants herein contained, it is agreed:

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Franchise Agreement.

2. Confidential and Proprietary Information. Individual shall not, during the term of this Agreement (which term shall be identical to the term of the Franchise Agreement) or thereafter, (a) use, except in the FirstLight Home Care licensed under the Franchise Agreement; or (b) communicate, divulge, or use for the benefit of any other person, any Confidential Information (as defined below), knowledge, or know-how concerning the FirstLight Home Care System or the methods of operation thereunder which may be communicated to Individual, or of which Individual may be apprised, by virtue of Individual's position in Franchisee's business operations.

"Confidential Information" means all financial, technical, operational, management and other information (a) which FirstLight Home Care designates as confidential when it is disclosed to Franchisee in connection with the Franchise Agreement or (b) which is known by Individual or should have been

known by Individual to be confidential to FirstLight Home Care from the nature of the information or the circumstances of its disclosure.

Notwithstanding anything contained herein, Confidential Information shall not include any information:

(a) which, at the date of disclosure to any party, is in the public domain or which, after such disclosure, comes within the public domain through no fault of the party to which it is disclosed;

(b) which was known to the party to which it was disclosed hereunder prior to such disclosure;

(c) the disclosure of which is required by law or by any competent regulatory authority; or

(d) which at any time comes independently and lawfully into the possession of the recipient, either from his or her own resources or from any third party.

Notwithstanding anything contained herein, Individual, may, in accordance with any applicable law including the federal Defend Trade Secrets Act, disclose Confidential Information, including FirstLight Home Care's trade secrets, (a) in confidence, to federal, state, or local government officials, or to an attorney of Individual, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

3. Individual Work Product. Individual hereby grants to FirstLight Home Care a nonexclusive royalty-free license to use in the FirstLight Home Care owned by it or its corporate affiliates and to sublicense the right to use in its franchisees' FirstLight Home Care any and all inventions, enhancements, processes, methods, designs and other creations (hereinafter, "Developments") that, during the term of this Agreement, Individual may develop, invent, discover, conceive or originate, alone or in conjunction with any other person, which Developments relate in any way to Individual's involvement in the operation of Franchisee's FirstLight Home Care.

4. Remedies for Breach of Agreement. In the event of the breach or threatened breach of this Agreement by Individual, each of Franchisee and FirstLight Home Care shall be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach and to recover for the benefit of FirstLight Home Care, by means of an accounting, any profits Individual may obtain in violation of this Agreement. Such remedies shall be in addition to all of the remedies available at law or in equity. Each of Franchisee and FirstLight Home Care shall also be entitled to recover its attorneys' fees and expenses from Individual in any successful action to enforce this Agreement.

5. Non-Solicitation. Individual acknowledges that FirstLight Home Care has a proprietary interest in the goodwill established by Individual's interactions with Franchisee's customers and accounts. Therefore, Individual specifically agrees that, during the period of his or her relationship with Franchisee and for a period of twenty-four (24) months following the termination of such relationship with Franchisee for any reason, Individual shall not directly or indirectly, on behalf of himself or herself or any competing organization, as to competing products or services, solicit any of Franchisee's customers.

6. Covenant Not to Compete. Individual covenants that, except as otherwise approved in writing by FirstLight Home Care, Individual shall not, for a continuous uninterrupted period of two (2) years from the later to occur of: (a) expiration or termination of the Franchise Agreement regardless of the

cause for termination; (b) a transfer permitted under Section 12 of the Franchise Agreement; (c) a final order of a duly authorized arbitrator or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of the Franchise Agreement; or (d) the conclusion of Individual's status as an officer, director, member and/or shareholder of Franchisee, either directly or indirectly, for himself, herself or through, on behalf of, or in conjunction with any person, persons, partnership, or business entity, own, maintain, advise, help, invest in, make loans to, be employed by, engage in, or have any interest in any business specializing, in whole or in part, in the activities conducted by the Franchisee, including, the provision of home care services to individuals needing personal care, companion care, dementia care, and/or assistance with the activities of day-to-day life, or which are otherwise similar to a FirstLight Home Care Business in appearance, services or products offered, which is located:

(a) within the Franchised Area;

(b) within a radius of twenty-five (25) miles from the boundary of the Franchised Area;

(c) within any other FirstLight Home Care Business' franchised area; or

(d) within a radius of ten (10) miles from the boundary of any other FirstLight Home Care Business' franchised area.

Individual agrees that the time periods contained in this Section 6 will be tolled for any period during which Individual or Franchisee is in breach of the covenants and any other period during which FirstLight Home Care seeks to enforce this Agreement. Notwithstanding the foregoing, this provision shall not apply to the operation by Individual of another FirstLight Home Care Business, or to any ownership by Individual of less than three percent (3%) of the outstanding stock of any publicly held corporation.

7. Enforcement. Individual acknowledges that the restricted period of time, activity limitations, and any territorial restrictions specified herein are reasonable in view of the nature of the business in which Franchisee and FirstLight Home Care are engaged and Individual's knowledge of Franchisee's and FirstLight Home Care's operations. If the scope of any restriction stated herein is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law.

8. Injunctive Relief. Individual understands and agrees that the full extent of the damages which Franchisee or FirstLight Home Care may suffer from Individual's violation of any of Individual's obligations pursuant to this Agreement would be difficult or impossible to measure and that either Franchisee or FirstLight Home Care, or both, is entitled to injunctive relief for any violation, plus damages in an amount equal to the profits of Individual gained by or from such violation.

9. Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

10. Applicable Law. This Agreement shall be governed by and construed under the internal laws of the State of Ohio, without application of its conflicts of laws principles. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no modifications or revisions hereof shall have any force and effect, unless the same are in writing and executed by the parties hereto.

12. Notices. Any notices required or permitted to be given under this Agreement shall be in writing, and sent by certified mail to the last known residential address in the case of Individual, or to its principal business office in the case of Franchisee or FirstLight Home Care.

13. Construction of Agreement. The parties hereby confirm and agree that this Agreement is the result of negotiation and compromise, and that in interpreting this Agreement neither party shall be considered to be the drafter hereof, and that the language should not be strictly construed against either party, but rather this Agreement shall be interpreted consistent with the ordinary and reasonable meaning of the words used herein.

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

FRANCHISOR:

FirstLight HomeCare Franchising, LLC

By: _____

Name Printed: _____

Title: _____

Date: _____

INDIVIDUAL:

_____

_____,
individually
(Please Print Name)

FRANCHISEE:

By: _____

Name Printed: _____

Title: _____

Date: _____

NON-DISCLOSURE AND NON-SOLICITATION AGREEMENT
(EMPLOYEE)

This Non-Disclosure and Non-Solicitation Agreement (Employee) (this "Agreement") is made and entered into this _____day of _____, 20___, by and between _____, a(n) _____ *(Indicate: franchisee's state and type of business entity) with its principal place of business located at* _____ (hereinafter, "Employer") and _____ *(Indicate: name of employee)*, a resident of the State of *(Indicate: state of residence)*, having an address of _____ *(Indicate: employee's address)*_____ (hereinafter, "Employee").

Whereas, Employer and FirstLight HomeCare Franchising, LLC, a Delaware limited liability company (hereinafter "FirstLight Home Care"), have entered into that certain FirstLight Home Care Franchise Agreement dated , 20 (the "Franchise Agreement");

Whereas, Employee, in the course of the performance of his or her responsibilities to Employer, will be provided certain confidential and proprietary information of FirstLight Home Care relating to the FirstLight Home Care system, including but not limited to information concerning equipment, standards, specifications, systems, methods, procedures, techniques and management systems (collectively, the "FirstLight Home Care System"); and

Whereas, Employee and Employer acknowledge the need for confidentiality of the confidential and proprietary information and the FirstLight Home Care System and agree that full compliance with the terms of this Agreement is necessary to protect such confidentiality.

Now therefore, in consideration of Employee's employment by Employer, this Agreement being a condition thereof and ancillary thereto and not purporting to set out the terms of such employment, it is agreed:

1. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Franchise Agreement.

2. Confidential and Proprietary Information. Employee shall not, during the term of Employee's employment with Employer or thereafter, (a) use, except in Employee's service to Employer in connection with the FirstLight Home Care licensed under the Franchise Agreement; or (b) communicate, divulge, or use for the benefit of any other person, any Confidential Information (as defined below), knowledge, or know-how concerning the FirstLight Home Care System or the methods of operation thereunder which may be communicated to Employee, or of which Employee may be apprised, by virtue of Employee's employment in Employer's business operations.

"Confidential Information" means all financial, technical, operational, management and other information (a) which FirstLight Home Care designates as confidential when it is disclosed to Employer in connection with the Franchise Agreement or (b) which is known by Employee or should have been known by Employee to be confidential to FirstLight Home Care from the nature of the information or the circumstances of its disclosure.

Notwithstanding anything contained herein, Confidential Information shall not include any information:

(a) which, at the date of disclosure to any party, is in the public domain or which, after such disclosure, comes within the public domain through no fault of the party to which it is disclosed;

(b) which was known to the party to which it was disclosed hereunder prior to such disclosure;

(c) the disclosure of which is required by law or by any competent regulatory authority; or

(d) which at any time comes independently and lawfully into the possession of the recipient, either from his or her own resources or from any third party.

Notwithstanding anything contained herein, Employee, may, in accordance with any applicable law including the federal Defend Trade Secrets Act, disclose Confidential Information, including FirstLight Home Care's trade secrets, (a) in confidence, to federal, state, or local government officials, or to an attorney of Employee, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

3. Employee Work Product. Employee hereby grants to FirstLight Home Care a nonexclusive royalty-free license to use in the FirstLight Home Care businesses owned by it or its corporate affiliates and to sublicense the right to use in its franchisees' franchised businesses any and all inventions, enhancements, processes, methods, designs and other creations (hereinafter, "Developments") that, during the term of this Agreement, Employee may develop, invent, discover, conceive or originate, alone or in conjunction with any other person, which Developments relate in any way to Employee's involvement in the operation of Employer's FirstLight Home Care.

4. Remedies for Breach of Agreement. In the event of the breach or threatened breach of this Agreement by Employee, each of Employer and FirstLight Home Care shall be entitled to injunctions, both preliminary and final, enjoining and restraining such breach or threatened breach and to recover for the benefit of FirstLight Home Care, by means of an accounting, any profits Employee may obtain in violation of this Agreement. Such remedies shall be in addition to all of the remedies available at law or in equity. Each of Employer and FirstLight Home Care shall also be entitled to recover its attorneys' fees and expenses from Employee in any successful action to enforce this Agreement.

5. Non-Solicitation. Employee acknowledges that FirstLight Home Care has a proprietary interest in the goodwill established by Employee's interactions with Employer's customers and accounts. Therefore, Employee specifically agrees that, during the period of his or her relationship with Employer and for a period of twelve (12) months following the termination of such relationship with Employer for any reason, Employee shall not directly or indirectly, on behalf of himself or herself or any competing organization, as to competing products or services, solicit any of Employer's customers.

Employee acknowledges that the restricted period of time and customer limitation specified herein are reasonable in view of the nature of the business in which Employer and FirstLight Home Care are engaged and Employee's knowledge of Employer's and FirstLight Home Care's operations. If the scope of any stated restriction is too broad to permit enforcement of such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law. Employee hereby agrees that this Agreement is supported by adequate consideration.

6. Covenant Not to Compete. Employee covenants that, except as otherwise approved in writing by Employer, Employee shall not, for a continuous uninterrupted period of two (2) years from the later to occur of: (a) expiration or termination of the Franchise Agreement regardless of the cause for termination; (b) a transfer permitted under Section 12 of the Franchise Agreement; (c) a final order of a duly authorized arbitrator or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of the Franchise Agreement; or (d) the conclusion of Employee's employment with Employer, either directly or indirectly, for himself, herself or through, on behalf of, or in conjunction with any person, persons, partnership, or business entity, own, maintain, advise, help, invest in, make loans to, be employed by, engage in, or have any interest in any business specializing, in whole or in part, in the activities conducted by the Franchisee, including, the provision of home care services to individuals needing assistance with the activities of daily living as well as those requiring companion care or which are otherwise similar to a FirstLight Home Care Business in appearance, services or products offered, which is located:

(a) within the Franchised Area;

(b) within a radius of twenty-five (25) miles from the boundary of the Franchised Area;

(c) within any other FirstLight Home Care Business' franchised area; or

(d) within a radius of ten (10) miles from the boundary of any other FirstLight Home Care Business' franchised area.

Employee agrees that the time periods contained in this Section 6 will be tolled for any period during which Employee is in breach of the covenants and any other period during which Employer seeks to enforce this Agreement. Notwithstanding the foregoing, this provision shall not apply to the operation by Individual of another FirstLight Home Care Business, or to any ownership by Individual of less than three percent (3%) of the outstanding stock of any publicly held corporation.

7. Injunctive Relief. Employee understands and agrees that the full extent of the damages which Employer or FirstLight Home Care may suffer from Employee's violation of any of Employee's obligations pursuant to this Agreement would be difficult or impossible to measure and that either Employer or FirstLight Home Care, or both, is entitled to injunctive relief for any violation, plus damages in an amount equal to the profits of Employee gained by or from such violation.

8. Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

9. Applicable Law. This Agreement shall be governed by and construed under the internal laws of the State of Ohio, without application of its conflicts of laws principles. If any provision of this Agreement is declared void, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and no modifications or revisions hereof shall have any force and effect, unless the same are in writing and executed by the parties hereto.

11. Notices. Any notices required or permitted to be given under this Agreement shall be in writing, and sent by certified mail to the last known residential address in the case of Employee, or to its principal office in the case of Employer or FirstLight Home Care.

12. Construction of Agreement. The parties hereby confirm and agree that this Agreement is the result of negotiation and compromise, and that in interpreting this Agreement neither party shall be considered to be the drafter hereof, and that the language should not be strictly construed against either party, but rather this Agreement shall be interpreted consistent with the ordinary and reasonable meaning of the words used herein.

13. **Third Party Beneficiary. Employer and Employee agree that FirstLight HomeCare Franchising, LLC has a substantial economic interest in this Agreement and that this Agreement is intended to benefit FirstLight HomeCare Franchising, LLC as a third party beneficiary.**

14. Right to Enforce. Upon legal action taken by Employer against Employee relating to violations or anticipated violations of this Agreement, FirstLight Home Care may, but shall not be obligated to, cooperate with Employer in the prosecution of Employer's claim or, at FirstLight Home Care's election, assume the prosecution of the claim entirely. If FirstLight Home Care determines, in its sole discretion, that Employer is not enforcing this Agreement, FirstLight Home Care may require Employer to take prompt action against Employee or may, in its own name, enforce, by injunction or other remedy, the terms of this Agreement against Employee.

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

EMPLOYEE:

_____

_____,
individually
(Please Print Name)

Date: _____

EMPLOYER:

_____

By: _____

Name Printed: _____

Title: _____

Date: _____

EXHIBIT F

FIRSTLIGHT HOME CARE WEB SITE LISTING AGREEMENT

This FirstLight Home Care Web Site Listing Agreement (this "Agreement") is entered into by and between FirstLight HomeCare Franchising, LLC, d/b/a FirstLight Home Care, a Delaware limited liability company ("FirstLight Home Care") and _____, a _____("Franchisee") to be effective as of _____ , 20____ (the "Effective Date").

1. Web Site Listing. FirstLight Home Care has a World Wide Web site at www.firstlighthomecare.com (the "Web Site"). Subject to the following terms contained in this Agreement, FirstLight Home Care agrees to list Franchisee on the FirstLight Home Care Web Site as a franchisee who is operating a FirstLight Home Care business ("FirstLight Home Care Business") within a specified geographical area and include the link to Franchisee's Internet web page which has been prepared in accordance with the Franchise Agreement and as in accordance with this Agreement.

2. Definitions. For purposes of this Agreement, the following definitions shall apply:

Internet. A worldwide collection of interconnected computers and computer networks employing the Transmission Control Protocol/Internet Protocol to enable users to share information electronically and access digital services.

Franchise Agreement. The FirstLight Home Care Franchise Agreement entered into by and between FirstLight Home Care and Franchisee as in effect on the date hereof and any successor or replacement agreement of substantially similar tenor and effect.

Franchised Area. The geographical territory as described within the Franchise Agreement.

Web. The World Wide Web, a portion of the Internet that offers access to text, graphics and other resources based on registered domain names.

Web Site. All information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, video, graphics and other information and technology inherent in the FirstLight Home Care Web Site located at www.firstlighthomecare.com.

Working Day. Monday through Friday, except federal and state holidays.

3. Franchisee Hardware and Communications Responsibility. Franchisee is responsible for obtaining and maintaining any communications equipment necessary to connect to the Web Site and to receive e- mail, including modems, computer hardware and software and long distance or local telephone service. Franchisee must be connected to the Internet and must use its own Internet service provider ("ISP") to access the Internet and to receive e-mail. Any charges incurred for such equipment, access, or e-mail address is Franchisee's sole responsibility.

4. E-mail.

4.1. FirstLight Home Care will assign Franchisee an e-mail address to be used exclusively by the FirstLight Home Care Business. FirstLight Home Care shall provide written notification to Franchisee of any change in Franchisee's assigned e-mail address.

4.2. Franchisee agrees to check its e-mail and respond at least twice each Working Day to any e- mail received as a result of Franchisee's listing on the Web Site. All e-mails from FirstLight Home Care must be responded to within two Working Days.

5. Franchisee Not Included in Toll-free Number. Franchisee understands and agrees that Franchisee will not receive phone calls through any toll-free number listed on the Web Site.

6. Referral of Customer Requests. Requests for information regarding services received through the Web Site from clients within the Franchised Area shall be forwarded to Franchisee. Franchisee shall respond to such forwarded requests for information regarding services within one (1) Working Day of receiving the request.

7. Only Authorized Web Site. Franchisee understands and agrees that the Web Site is the only authorized FirstLight Home Care Web site. Franchisee may not own, register or operate any other website related in any way to the provision of home care services including personal care, companion care, dementia care, and assistance with the activities of day-to-day life. If Franchisee owns, has registered or operates any such websites, Franchisee shall immediately cease all use of same and immediately surrender registration of same. Franchisee shall not reserve, register, use or maintain any Web sites that are related in any way to the provision of non-medial senior care services.

8. Copyright Information. All of the contents of the Web Site including but not limited to text, software, music, sound, photographs, video, graphics or other material or other information presented through the Web Site ("Content") are protected from copying under U.S. and international copyright laws and treaties. Franchisee may not use the Content except as expressly authorized by FirstLight Home Care in writing. Any unauthorized copying, use, alteration, distribution, transmission, performance, display, or other use this material is prohibited.

9. Trademarks. No license to the trademarks, service marks, trade names and logos displayed on the Web Site related to FirstLight HomeCare Franchising, LLC or its services or products is granted to Franchisee hereunder and the same may only be used pursuant to the express terms of the Franchise Agreement. Franchisee is not authorized to use any other marks including, without limitation, the FirstLight Home Care trademarks, without the prior written consent of FirstLight Home Care.

10. Modification of the Web Site. FirstLight Home Care may elect to update, modify, change or terminate all or any part of the Web Site or the functionality available through the Web Site at any time in the future, including modification or termination of any services such as the customer's or prospective customer's ability to make inquiries.

11. User Conduct. Franchisee agrees to do all of the following:

a) abide by all applicable local, state, national, and international laws and regulations; and

b) comply with all regulations, policies and procedures of the Web Site established by FirstLight Home Care and posted on the Web Site and/or provided to Franchisee by FirstLight Home Care.

12. Franchisee's Obligations and Prohibitions.

12.1 Franchisee agrees to honor all price discounts, from Franchisee's self-determined base prices, which discounts are advertised by FirstLight Home Care on the Web Site for services and products that are offered by Franchisee.

12.2 Franchisee agrees that NEITHER Franchisee NOR Franchisee's employees shall do any of the following:

a) modify, translate, merge, or prepare derivative works of the Web Site;

b) attempt to modify or "hack" the Web Site;

c) access any area on the Web Site which Franchisee is not explicitly authorized to access;

d) interfere with, restrict or inhibit any other user from, the use and enjoyment of the Internet or the Web Site;

e) decompile, disassemble, probe, or otherwise reverse engineer, or modify, translate, merge, or prepare derivative works of the Web Site;

f) impersonate any person or entity, including but not limited to, a FirstLight Home Care officer, or falsely state or otherwise misrepresent Franchisee's affiliation with a person or entity;

g) upload or distribute in any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;

h) collect or harvest personal information about other users of the Web Site;

i) transmit or post any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation, including, without limitation, the U.S. Export Control laws and regulations;

j) post, promote or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable material of any kind or nature, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, or give rise to civil liability;

k) knowingly upload, copy, post, publish, transmit, reproduce, distribute or participate in the transfer or sale or transmit any software in violation of copyright law, or the applicable software license agreement;

l) jeopardize the operation of computer systems owned by FirstLight Home Care or the reputation of FirstLight Home Care;

m) use any portion of the Web Site for purposes not specified in this Agreement or other agreement between Franchisee and FirstLight Home Care;

n) use Franchisee's e-mail address to post or transmit "junk mail," "spam," hoaxes, or chain letters and/or to send rude, obscene or harassing messages or to propagate viruses, deliberately or maliciously or for unsolicited mass distribution of e- mail.

13. FirstLight Home Care Has No Obligation to Monitor. Franchisee understands that FirstLight Home Care has no obligation to monitor any sales or service requests, postings or transmissions related to the Web Site. FirstLight Home Care reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request. FirstLight Home Care has no obligation to ascertain that Franchisee has received any e-mail sent to it.

14. Term and Termination. This Agreement shall terminate upon Franchisee's violation of any of the terms of this Agreement. This Agreement shall immediately terminate, without notice, upon Franchisee's failure to maintain authorized franchisee status, including, but not limited to, upon FirstLight Home Care sending Franchisee a notice of termination under the Franchise Agreement. In the event that FirstLight Home Care sends a notice of default under the Franchise Agreement or has the right to send such a notice of default to Franchisee, or it has the right to send a notice of termination under the Franchise Agreement, FirstLight Home Care may, in its sole discretion, terminate this Agreement effective upon its sending to Franchisee a written notice of such termination. In addition, FirstLight Home Care may terminate this Agreement at any time, with or without notice for any reason or no reason, regardless of the status of Franchisee's Franchise Agreement. **Sections 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17** and **18** of this Agreement shall survive the termination of this Agreement.

15. Disclaimer of Warranty; Limitation of Remedies. The Web Site is provided "AS IS" and "AS AVAILABLE". FIRSTLIGHT HOME CARE MAKES NO WARRANTY REGARDING THE WEB SITE'S ACCURACY OR THE ABSENCE OF ANY ERRORS OR OMISSIONS. IN NO EVENT WILL FIRSTLIGHT HOME CARE BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATING IN ANY WAY TO THE WEB SITE OR FROM INTERRUPTION, SUSPENSION OR TERMINATION OF SERVICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS LIABILITY EXCLUSION APPLIES

TO ALL DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL AND UNDER ANY LEGAL THEORY, WHETHER IN CONTRACT, TORT, EQUITY OR AT LAW, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, AND EVEN IF FIRSTLIGHT HOME CARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FRANCHISEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT BY FIRSTLIGHT HOME CARE SHALL BE TO TERMINATE THIS AGREEMENT.

Additional disclaimers may be contained on the Web Site. FirstLight Home Care does not warrant that Franchisee will receive any business as a result of its listing on the Web Site. Nor does FirstLight Home Care warrant that the functions of FirstLight Home Care will meet any specific requirements Franchisee may have or that it will be error-free or that Franchisee's use will be uninterrupted.

16. Indemnity. Franchisee agrees to defend, indemnify and hold FirstLight Home Care and its affiliates, and its and their directors, employees and agents harmless from any and all liabilities, costs and expenses, including attorneys' fees related to or arising from a breach by Franchisee of any of the terms of Sections 11 and/or 12 of this Agreement.

17. Notices. All notices, requests and other communications hereunder shall be deemed to have been duly received by the person to whom addressed when personally delivered, or forty-eight (48) hours after deposit in the United States certified mail, postage prepaid, return receipt requested, or twenty-four (24) hours after deposit with an overnight delivery service, charges prepaid, or upon receipt of a confirmation of delivery of an e-mail message, if addressed:

In the case of FirstLight Home Care, to:

FirstLight HomeCare Franchising, LLC
7870 East Kemper Rd., Suite 400,
Cincinnati, Ohio 45249
Attn: Glee McAnanly
E-mail: gmcananly @firstlighthomecare.com

In the case of Franchisee, to:

_____
_____
_____
_____
Attn:_____
E-mail:_____

18. Miscellaneous. This Agreement is governed by the laws of the State of Ohio (without reference to conflicts of laws provisions) and applicable federal laws of the United States. The state courts in the State of Ohio in Hamilton County and, if the jurisdictional prerequisites exist at the time, the United States District Court for the Southern District of Ohio shall have the sole and exclusive jurisdiction to hear and determine any dispute or controversy arising under or concerning this Agreement. Neither party to this Agreement shall be responsible to the other party for non-performance or delay in performance of the terms and conditions hereunder due to acts of God, pandemics, epidemics, public health emergencies, acts of government, wars, riots, strikes, accidents in transportation, materials shortages or other causes beyond the control of the party. No delay in enforcing rights hereunder shall constitute a waiver of such rights. Any waiver by a party of its rights hereunder may only be done in writing and any such waiver shall not imply any waiver of any other or future rights. This Agreement supersedes any and all agreements, whether oral or written, between the parties with respect to the subject matter hereof and contains all the covenants and agreements between the parties with respect to the subject matter hereof. Each party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

{Signature Page Follows}

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

FRANCHISEE:	**FIRSTLIGHT HOME CARE:**
_____	FIRSTLIGHT HOMECARE FRANCHISING, LLC
(Name of Franchisee entity)	
By: _____	By: _____
Name: _____	Title: _____
Title: _____	Date: _____
Date: _____	

EXHIBIT G

LIST OF FIRSTLIGHT HOME CARE FRANCHISEES
AS OF DECEMBER 31, 2022

This Exhibit G lists our current franchisees, including those with pending locations. Please note that some of the franchisees below operate more than one location.

Owners	Address	Phone
Ashley McGee Jason McGee Lane Miller	215 Perry Ave Dothan, AL 36303	(334) 673-3895
Brian White	2705 Artie St Bldg 500 Suite 33 Huntsville, AL 35805	(256) 489-3542
Bo Ethridge	1717 Dauphin Street Mobile, AL 36604	(251) 281-2004
Raelene Plummer Keith Plummer	207 E Monroe Ave, Suite B Lowell, AR 72745-9603	(479) 717-6344
Regina Jones Todd Domke Leslie Neumann	14122 W. McDowell Rd Ste 102-B Goodyear, AZ 85395	(623) 232-8851
Jim Crews	7585 E. Redfield Rd. Suite 105 Scottsdale, AZ 85260	(480) 922-2820
Barron Hodges	15331 W. Bell Road Suite 212 Surprise, AZ 85374	(623) 201-7716
Katharine Lopez Sarah Wilson	4732 Oracle Rd., Suite 315 Tucson, AZ 85705	(520) 330-3241
David Kapojos	612 W. Duarte Road, Suite 404 Arcadia, CA 91007	(626) 360-0048
Christine Lawoyin	18000 Studebaker Rd, Suite 700 Cerritos, CA 90703	(562) 384-5370
David Kapojos	450 North Brand Blvd. Ste. 600 Glendale, CA 91203	(626) 360-0048
Charles Park Ray Kikavousi	1740 W. Katella Ave, Ste M, Orange Huntington Beach, CA 92867	(714) 221-8733
Charith Weerasuriya	2400 Barranca Pkwy, Suite 1205 Irvine, CA 92606	(949) 704-2969

Owners	Address	Phone
David Kapojos	27281 Las Ramblas Suite 212 Mission Viejo, CA 92691	(949) 288-3267
Charles Park Ray Kikavousi	1740 W. Katella Ave, Ste M Orange, CA 92867	(714) 221-8733
Charles Park Ray Kikavousi	1740 W. Katella Ave, Ste M Orange, CA 92867	(714) 221-8733
Charles Park Ray Kikavousi	1740 W. Katella Ave. Ste M Orange, CA 92867	(714) 221-8733
Lolita Pinto Sunil Pinto	9650 Business Center Dr Suite 132 Rancho Cucamonga, CA 91730	(909) 321-4466
Paul Terpeluk	735 Sunrise Ave. Suite 160 Roseville, CA 95661	(916) 742-5328
Jim Carteris	124 El Camino Real San Carlos, CA 94070	(650) 486-1310
Jim Carteris	124 El Camino Real San Carlos, CA 94070	(415) 609-7342
Jason Landau	1066 Saratoga Rd., #210 San Jose, CA 95129	(650) 460-3817
Jason Landau	1066 Saratoga Rd., #210 San Jose, CA 95129	(650) 460-3817
Jason Landau	2110 Omega Road, Suite C San Ramon, CA 94583	(925) 277-3490
Ernesto Ortega	28015 Smyth Drive Suite 105 Santa Clarita, CA 91355	(661) 583-0115
Len Rosenthal	3435 Ocean Park Blvd, Suite 213 Santa Monica, CA 90405	(424) 435-1600
David Kapojos	401 Wilshire Boulevard, Penthouse Santa Monica, CA 90401	(626) 360-0048
Mark Paretchan	1030 2nd St Suite 5 Santa Rosa, CA 95404	(707) 501-9830
Winsome Ferrall Danny Jones	43218 Business Park Dr Ste 101 Temecula, CA 92590	(951) 395-0821
Larry Roberts	3655 Torrance Blvd, Suite 300 Torrance, CA 90503	(424) 704-5330

Owners	Address	Phone
Kirstin Garrett David Garrett	4445 Northpark Drive, Suite 100 Colorado Springs, CO 80907	(719) 424-5345
Kirstin Garrett David Garrett	4445 Northpark Dr. Ste. 100 Colorado Springs, CO 80907	(719) 418-6098
Lori Henderson	1048 Independent Ave., Suite A119 Grand Junction, CO 81505	(970) 639-2048
Brian Wilson	361 71st Ave Suite 104 Greeley, CO 80634	(970) 515-5025
Brian Wilson	1300 Plaza Court North Suite 103 Lafayette, CO 80026	(720) 502-3939
Brian Wilson	1300 Plaza Court North Suite 103 Lafayette, CO 80026	(720) 502-3939
Lindsey Mendenhall Dina Chatwin Michael Chatwin	12600 West Colfax Ave. Suite C-480 Lakewood, CO 80216	(303) 953-9575
Lindsey Mendenhall Dina Chatwin Michael Chatwin	12600 West Colfax Ave. Suite C-480 Lakewood, CO 80215	(303) 953-9575
Lindsey Mendenhall Dina Chatwin Michael Chatwin	12600 West Colfax Ave. Suite C-480 Lakewood, CO 80215	(303) 953-9575
Lindsey Mendenhall Dina Chatwin Michael Chatwin	12600 West Colfax Ave. Suite C-480 Lakewood, CO 80215	(303) 953-9575
Akbar Jaffer Hashmat Jaffer	19029 E Plaza Dr Ste 252 Parker, CO 80134	(720) 325-2511
Judy Devincentis Kirsten Garrett David Garrett	805 Eagleridge Blvd, Ste 120 Pueblo, CO 81008	(719) 569-7685
John Richards Wenjun Liu	847 West Main Street Unit 2R - For Mailing see address #2 Branford, CT 06405	(203) 636-0991
John Richards Wenjun Liu	20 N. Main St. Suite 201 - For Mailing See address #2 Norwalk, CT 06854	(203) 636-0991
John Richards Wenjun Liu	48 East Farm Ln Ridgefield, CT 06877	(203) 636-0991

Owners	Address	Phone
John Richards Wenjun Liu	519 Heritage Rd Suite 3B - For Mailing See Address #2 Southbury, CT 06488	(203) 636-0991
Michael Davis Mandi Davis	5620 Tara Blvd. Ste 203 Bradenton, FL 34203	(941) 909-8488
Steve Rattner Jennifer Rattner	28163 U.S. Highway 19 North Suite 206 Clearwater, FL 33761	(727) 725-4663
Steve Rattner Jennifer Rattner	28163 U.S. Highway 19 North Suite 206 Clearwater, FL 33761	(727) 725-4663
Steve Rattner Jennifer Rattner	28163 U.S. Highway 19 North Suite 206 Clearwater, FL 33761	(727) 725-4663
Chris Ruth	80 NE 4th Avenue, Suite 21 Delray Beach, FL 33483	(561) 271-4644
Brian Anderson	5280 Summerlin Commons Way Suite 802 Ft. Myers, FL 33907	(239) 940-0614
Brian Anderson	5280 Summerlin Commons Way, Suite 802 Ft. Myers, FL 33907	(239) 451-8185
Amie Deak Richard Hall Kelly Hall	510 CR 466 Suite 201-J Lady Lake, FL 32159	(352) 720-6277
Amie Deak Richard Hall Kelly Hall	510 CR 466 Suite 201-J Lady Lake, FL 32159	(352) 638-3894
Grayson Hausman	3270 Suntree Blvd. Suite 218 Melbourne, FL 32940	(321) 221-7099
Karen Tucker	15 Windsormere Way Oviedo, FL 32765	(407) 434-0675
Karen Tucker	15 Windsormere Way Oviedo, FL 32765	(407) 434-0675
Karen Tucker	15 Windsormere Way Oviedo, FL 32765	(407) 434-0675
Bo Ethridge	6160 N. Davis Hwy. Unit 9B Pensacola, FL 32504	(850) 659-9600
Mike Senchak Michael Senchak Jr	1595 SE Port St. Lucie Blvd. Port St. Lucie, FL 34952	(772) 206-3450

Owners	Address	Phone
Rich Kase Michelle Kase Janice Bayruns	10035 Water Works Lane Riverview, FL 33578	(813) 677-2047
Mark Hamid	20701 Bruce B. Downs Blvd. Suite 201 Tampa, FL 33647	(813) 549-7808
Rich Kase Michelle Kase Janice Bayruns	711 S. Howard Ave Ste. 200 Tampa, FL 33606	(813) 677-2047
Rich Kase Michelle Kase Janice Bayruns	3030 North Rocky Point Drive West, Suite 150 Tampa, FL 33607	(813) 677-2047
Brian Anderson	871 Venetia Bay Blvd. Suite 110 Venice, FL 34285	(941) 548-3325
Brian Anderson	871 Venetia Bay Blvd., Suite 110 Venice, FL 34285	(941) 208-3109
Mike Senchak Michael Senchak Jr	1946 43rd Ave Vero Beach, FL 32960	(772) 925-0015
Eric Friedrich II	160 EH Drive Brunswick, GA 31520	(912) 275-7133
Nootan Pradhan Anir Pradhan	2342 Perimeter Park Dr. Ste 202 Chamblee, GA 30341	(404) 333-8282
Arlene Walk Idreea Hill	940 Center Street NE Conyers, GA 30012	(770) 602-0500
Isilda Isaza	3081 Holcomb Bridge Rd., Ste H1 Norcross, GA 30071	(770) 580-0102
Isilda Isaza	3081 Holcomb Bridge Rd., Ste H1 Norcross, GA 30071	(770) 954-8097
Larry Price Jennyfer Price	355 Commercial Drive, SuiteA Savannah, GA 31406	(912) 436-6496
Lauri Topping Scott Topping	1888 Kalakaua Ave Suite C312 Honolulu, HI 96815	(808) 600-3733
Brad Leggat Matt Zastrow	1900 Northwest Blvd, Suite 110 Coeur deAlene, ID 83814	(208) 758-8090
Stephanie Russell	1580 S. Milwaukee Ave., Suite 201 Libertyville, IL 60048	(224) 880-6555

Owners	Address	Phone
Sande Sherman	5443 W. Bull Valley Rd McHenry County, IL 60050	(224) 888-2662
Matt Geske	13277 Illinois Street Carmel, IN 46032	(317) 601-8395
Janet Lancaster Jerry Lancaster	2205 Central Ave. Columbus, IN 47201	(812) 375-1293
Michelle Alex Jim Alex	15 N Franklin Street Suite 200 Valparaiso, IN 46383	(219) 510-5775
Andrew Brainerd Michael Brainerd	10540 Barkley St., Ste 205 Overland Park, KS 66212	(913) 203-7444
Amal Hayyeh	12828 E 13th St N Suite 6 Wichita, KS 67230	(316) 776-4685
Beth Steel Tyler Hardin	1701 Dixie Hwy, Ste A Fort Wright, KY 41011	(513) 400-5433
Beth Steel Tyler Hardin	1701 Dixie Hwy, Ste A Fort Wright, KY 41011	(859) 905-3430
Shadow Skaggs Rebekkah Skaggs	113 E. Main St. Grayson, KY 41143	(606) 393-0669
Travis Crawford Nicole Crawford Justin Butler	715 Shaker Drive, Suite 105 Lexington, KY 40504	(859) 785-2691
Masonic Homes	3761 Johnson Hall Dr. Masonic Home, KY 40041	(502) 632-0448
Steve Stern Wendy Alderstein Michael Stern	361 Newbury Street 5th Floor Boston, MA 02115	(857) 273-1122
Steve Stern Wendy Alderstein Michael Stern	109 Highland Ave. Suite 301 Needham, MA 02494	(781) 559-0220
Girish Lahoty Shalini Lahoty	106 Main St, Suite 3 Stoneham, MA 02180	(781) 874-9901
Girish Lahoty Shalini Lahoty	106 Main Street Stoneham, MA 02180	(857) 333-7625
Steve Rowe Molly Rowe	168 Humphrey St., Suite C Swampscott, MA 01907	(781) 691-5755

Owners	Address	Phone
Robyn Peake Lenard Peake	1401 Mercantile Lane, Suite 200-CC Upper Marlboro, MD 20774	(301) 778-1988
Peter Gartland Carol Larkin	940 Roosevelt Trail Unit 6 Windham, ME 04062	(207) 627-1125
Dan Paluga	2723 South State Street Ann Arbor, MI 48104	(734) 794-3896
Dan Paluga	2723 South State Street Ann Arbor, MI 48104	(330) 519-7442
Deborah Moerland	McPherson Professional Building, 820 Byron Rd, Suite 400 Brighton, MI 48843	(517) 483-2784
Bryan Carto Bruce Lundeen Jerry Drudi Scott Winterlee	1320 E. Atherton Rd Flint, MI 48507	(810) 875-9805
Jeremy Fellows Don Fellows Jeff Lamborne	5985 West Main St. #820 Kalamazoo, MI 49009	(269) 649-2417
Jeremy Fellows Don Fellows Jeff Lamborne	800 Ellis Rd., Suite 534 North Shores, MI 49441	(616) 414-4404
Deborah Moerland	4125 Okemos Rd. Unit 24 Okemos, MI 48864	(517) 483-2784
Jeremy Fellows Don Fellows Jeff Lamborne	280 Northland Dr Ste B Rockford, MI 49341	(616) 328-6680
Christine Schumann	8400 Normandale Lake Blvd, Ste. 920 Minneapolis, MN 55437	(612) 356-2926
Jacqueline O'Quinn	320 Brookes Drive Suite 217 Hazelwood, MO 63042	(314) 667-4411
Andrew Brainerd Michael Brainerd	7211 NW 83rd Street, Suite 340 Kansas City, MO 64152	(816) 298-8734
Andrew Brainerd Michael Brainerd	7211 NW 83rd Street, Suite 340 Kansas City, MO 64152	(816) 298-8734
Sarah Thomsen Rick Thomsen	127 S Main Street Petal, MS 39465	(601) 909-6040

Owners	Address	Phone
Andy Rickman	370 North Louisiana Ave Ste D-1 Asheville, NC 28806	(828) 505-4337
Ken Fleming	8514 McAlpine Park Drive Suite 285 Charlotte, NC 28211	(704) 879-2394
Ken Fleming	8514 McAlpine Park Drive Suite 285 Charlotte, NC 28211	(704) 879-2391
Tina Glenn	308 Pomona Dr, Suite L Greensboro, NC 27407	(336) 808-1351
Tina Glenn	99 Village Drive, Suite 13 Jacksonville, NC 28546	(910) 939-0695
Kristina Larson Mike Larson	126 2nd Ave SW Suite 111 Rugby, ND 58368	(701) 881-0101
Jaye McCoy	2717 South 88th St. Omaha, NE 68124	(402) 614-0413
Jaye McCoy	2717 South 88th St Omaha, NE 68124-3048	(402) 614-0413
Joe Spinosi Kathi Spinosi	218 Schanck Rd Freehold, NJ 07728	(848) 209-1345
Boyd Lowry	201 Rock Rd, Suite 116A Glen Rock, NJ 07452-1746	(201) 345-3398
Steve Chow Amanda Chow	1570 US Highway 130 North Brunswick, NJ 08902	(732) 305-6995
Shannon Blackerby	2450 Chandler Avenue, Ste. 7 Las Vegas, NV 89120	(702) 757-2288
Shannon Blackerby	2450 Chandler Avenue, Ste. 7 Las Vegas, NV 89120	(702) 757-2288
Donna Willis Alex Willis	255 W Moana Ln., Suite 213 Reno, NV 89509	(775) 437-5800
Perry Ciambella	3830 Union Road, Suite 2 Cheektowaga, NY 14225	(716) 634-2273
Perry Ciambella	3830 Union Road, Suite 2 Cheektowaga, NY 14225	(716) 634-2273
Craig Harvey Dana Harvey	2294 State Route 208 Suite 7 Montgomery, NY 12549	(845) 765-3990

Owners	Address	Phone
Vincent McMahon	344 East Main Street Suite LL004 Mount Kisco, NY 10549	(914) 215-1915
Vincent McMahon	344 East Main Street Suite LL004 Mount Kisco, NY 10549	(914) 215-1915
Lili Vazquez David Martin Del Campo	33 West 60th St, 2nd Floor New York, NY 10023	(917) 520-4606
Rob Nervo	1990 N. Cleveland-Massillon Rd. Akron, OH 44333	(234) 815-0140
Rob Nervo	1990 N. Cleveland-Massillon Rd. Akron, OH 44333	(234) 815-0140
Rob Nervo	1990 N. Cleveland-Massillon Rd. Akron, OH 44333	(234) 815-0140
Phil Smith Annette Smith	526 Water Street Chardon, OH 44024	(440) 286-1342
Mike Moyer	7561 B Jacks Lane Clayton, OH 45315	(937) 836-9624
Mike Moyer	7561 B Jacks Lane Clayton, OH 45315	(937) 836-9624
Lyndon Christman Marianne Christman	1103 Schrock Road, Suite 105 Columbus, OH 43229	(614) 495-0276
Lyndon Christman Marianne Christman	1103 Schrock Road, Suite 105 Columbus, OH 43229	(614) 556-4222
Lyndon Christman Marianne Christman	1103 Schrock Road, Suite 105 Columbus, OH 43229	(614) 495-0276
Chris Ruth	80 NE 4th Avenue, Suite 21 Delray Beach, OH 44333	(561) 271-4644
Chris Ruth	80 NE 4th Avenue, Suite 21 Delray Beach, OH 44333	(561) 271-4644
Lisa Paradise Bob Paradise	904 Railroad St Grafton, OH 44044	(440) 250-9733
Mike Moyer	3085 Woodman Dr Suite 370 Kettering, OH 45420	(937) 836-9624
Mike Moyer	3085 Woodman Dr Suite 370 Kettering, OH 45420	(937) 836-9624

Owners	Address	Phone
Lyndon Christman Marianne Christman	9 N 3rd St Newark, OH 43055	(740) 322-6000
Mark Paretchan	4340 Redwood Highway Suite f-130 San Rafael, OH 44333	(415) 521-5860
Mike Senchak Michael Senchak Jr	4390 Mahoning Ave Youngstown, OH 44515-2347	(330) 318-3234
Mike Senchak Michael Senchak Jr	4390 Mahoning Ave. Youngstown, OH 44515-2347	(330) 318-3234
Tim Smith	4301 NW 63rd St Suite 309 Oklahoma City, OK 73116	(405) 594-7433
Tim Smith	4301 NW 63rd St Suite 309 Oklahoma City, OK 73116	(405) 594-7433
Tim Smith	4301 NW 63rd Street, Suite 309 Oklahoma City, OK 73116	(000) 000-0000
Jonathan Stiles Robin Stiles	6444 Fairway Ave SE Salem, OR 97306	(503) 990-6651
Jonathan Stiles Robin Stiles	6444 Fairway Ave SE Salem, OR 97306	(503) 990-6651
Aman Aneja	108 Quaker Drive Bethlehem, PA 18020	(610) 400-5418
Christine Dragoun	321 S. Valley Forge Rd Devon, PA 19333	(610) 638-0638
Peter Tomasi	625 E Drinker Street, Suite #200 Dunmore, PA 18512	(570) 880-7903
Leigh Twiford	855Market Str., Ste 3 Lemoyne, PA 17043	(717) 525-7936
Leigh Twiford	855Market Str., Ste 3 Lemoyne, PA 17043	(717) 982-7378
Sam Dan	1214 Easton Road Suite 101 G Warrington, PA 18976	(215) 491-2525
Timothy Mackin Sr	2550 Kingston Road, Suite #323 York, PA 17402	(717) 755-7401
Ken Fleming	975 Market St., Ste. 207 Fort Mill, SC 29708	(704) 879-2391

Owners	Address	Phone
Ken Fleming	975 Market St., Ste. 207 Fort Mill, SC 29708	(803) 500-0498
Don Randall Craig Randall	2096 Woodruff Road Greenville, SC 29607	(864) 438-2995
Don Randall Craig Randall	2096 Woodruff Road Greenville, SC 29607	(864) 438-2995
Clarence Lyons Kia Lyons	106-C Woodland Drive Lancaster, SC 29720	(803) 792-9199
Don Randall Craig Randall	990 Lake Hunter Circle, Suite 101 Mount Pleasant, SC 29464	(843) 212-2813
Don Randall Craig Randall	2520 Hwy. 17 Business, Unit Two Murrells Inlet, SC 29576	(843) 651-2273
Don Randall Craig Randall	1 Professional Drive, Suite 2 Port Royal, SC 29935	(843) 605-9140
Don Randall Craig Randall	145 N. Church St. Ste. 100A Spartanburg, SC 29306	(864) 310-6796
Lisa Price Chris Price	1309 Augusta Road West Columbia, SC 29169	(803) 356-0916
Lisa Price Chris Price	1309 Augusta Road West Columbia, SC 29169	(803) 356-0916
Ben Crawley Angela Crawley	856 Altamont Rd Chattanooga, TN 37415	(423) 250-3034
Greg Guinn	1808 Ashland City Rd., Ste C Clarksville, TN 37043	(931) 233-8833
Jason Falk	504 Autumn Springs Ct, Suite C-20 Franklin, TN 37067	(615) 567-5857
Jason Falk	504 Autumn Springs Court, Suite C-20 Franklin, TN 37067	(615) 567-5857
Jason Falk	504 Autumn Springs Ct, Suite C-20 Franklin, TN 37067	(615) 567-5857
Ben Crawley Angela Crawley	1109 E. Lamar Alexander Pkwy Maryville, TN 37804	(865) 214-7712
Ben Crawley Angela Crawley	1109 E. Lamar Alexander Pkwy Maryville, TN 37804	(423) 580-0989

Owners	Address	Phone
Jinliang Cai Carmelyta Cai	763 Walnut Knoll Ln #7 Memphis, TN 38018	(901) 554-5483
Jinliang Cai Carmelyta Cai	763 Walnut Knoll Lane, #7 Memphis, TN 38018	(901) 468-8834
Bobby Scruggs	3930 Bee Caves Road, Bldg.2, Suite H Austin, TX 78746	(737) 404-4100
Zaid Hayyeh	9410 Anderson Mill Rd, Suite 1C Austin, TX 78729	(512) 925-6199
Namita Shah	5433 Westheimer Rd Suite 403 Houston, TX 77056	(713) 714-5625
Namita Shah	5433 Westheimer Rd Suite 403 Houston, TX 77056	(713) 714-5625
Dan Schrupp	24275 Katy Freeway, Suite 400 Katy, TX 77494	(832) 380-8265
Dan Schrupp	24275 Katy Freeway, Suite 400 Katy, TX 77494	(832) 380-8265
Dereje Abebe	500 N Central Expressway Ste. 500 Plano, TX 75074	(214) 956-4291
Chi Ihek Nick Ihek	8620 Grand Mission Blvd Suite I Richmond, TX 77407	(832) 847-4592
Dan Schrupp	2001 Timberloch Place The Woodlands, TX 77380	(832) 380-8265
Dan Schrupp	14011 Park Drive Suite 205 Tomball, TX 77377	(832) 380-8265
Marty Gleason Karli Gleason	12286 South 900 East , Suite 306 Draper, UT 84020	(801) 784-6431
Kendra Ghanbari	673 Berkmar Circle Charlottesville, VA 22901	(434) 202-1992
Iris Hunter	9020-F Lorton Station Blvd Suite 109 Lorton, VA 22079	(703) 982-7646
Kendra Ghanbari	10432 Balls Ford Rd. Suite#300 Manassas, VA 20109	(571) 292-2630
Kendra Ghanbari	10432 Balls Ford Rd. Suite#300 Manassas, VA 20109	(540) 431-2933

Owners	Address	Phone
Kendra Ghanbari	10432 Balls Ford Rd. Suite#300 Manassas, VA 20109	(540) 431-2933
Matt Jones	116 Landmark Square Suite 103 Virginia Beach, VA 23452	(757) 271-8722
Stacey Harvey Mark Harvey	50 Culpeper St., Main Suite Warrenton, VA 20186	(540) 579-7570
Andy Powell Kendra Ghanbari	3343 Valley Pike Suite 700 Winchester, VA 22602	(540) 431-2933
Greg Lane Sarah Lane	921 Lakeridge Way SW Suite 203 Olympia, WA 98502	(360) 489-1621

LIST OF FORMER FRANCHISEES
AS OF DECEMBER 31, 2022

Owners	Address	Phone
Robert Sirota	803 Shotgun Rd Sunrise, FL 33326	(754) 209-5232
Lori Maloney	440 Speedwell Ave. Morris Plains, NJ 7950	(973) 814-9533
Steve Chow* Amanda Chow*	1570 US Highway 130 North Brunswick, NJ 8902	(732) 305-6995
Mykal Kousins	3244 Washington Road Suite 239 McMurray, PA 15317	(724) 941-4002
Timothy Mackin Sr.*	349 West Main St Leola, PA 17540	(717) 556-8036

* This franchisee is still in the system.

TRANSFERS AS OF
DECEMBER 31, 2022

Owners	Address	Phone
Julie Liang	2233 Honolulu Ave., Ste #312 Montrose, CA 91020	(626) 360-0048
Chris Koch Amanda Koch	12600 W Colfax Ave Suite C480 Lakewood, CO 80215	(303) 953-9575
Chris Koch Amanda Koch	12600 W Colfax Ave Suite C480 Lakewood, CO 80215	(303) 953-9575
Chris Koch Amanda Koch	12600 W Colfax Ave Suite C480 Lakewood, CO 80215	(303) 953-9575
Judy DeVincentis*	1048 Independence Ave., Suite A119 Grand Junction, CO 81505	(970) 417-4812
Wayne Arrington	2001 Timberloch Place The Woodlands, TX 77380	(832) 380-8265
Wayne Arrington	14011 Park Drive Suite 205 Tomball, TX 77377	(832) 380-8265
Wayne Arrington	24275 Katy Freeway, Suite 400 Katy, TX 77494	(832) 380-8265
Wayne Arrington	24275 Katy Freeway, Suite 400 Katy, TX 77494	(832) 380-8265

* This franchisee is still in the system.

EXHIBIT H

STATE ADMINISTRATORS

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

Nebraska:
Department of Banking and Finance
1200 N. Street, Suite 311
P.O. Box 95006
Lincoln, Nebraska 68509
(402) 471-3445

Connecticut:
Assistant Director
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8233

New York:
Office of the New York State Attorney General
Investor Protection Bureau, Franchise Section
28 Liberty Street, 21st Floor
New York, New York 10005 (212) 416-8236
(212) 416-6042 Fax

Florida:
Regulatory Consultant
Department of Agriculture and Consumer
Services
Division of Consumer Services
P.O. Box 6700
Tallahassee, Florida 32314-6700
(850) 488-2221

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

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

Illinois:
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Oregon:
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140

Rhode Island:
Director, Department of Business Regulation,
Securities Division
John O. Pastore Complex–Bldg. 69-1
1511 Pontiac Avenue
Cranston, Rhode Island
02920 (401) 462-9585

Indiana:
Indiana Securities Commissioner
Securities Division
302 West Washington Street, Room E111
Indianapolis, Indiana 46204
(317) 232-6681

Iowa:
Director of Regulated Industries Unit
Iowa Securities Bureau
340 Maple
Des Moines, Iowa 50319-0066
(515) 281-4441

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

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

Kentucky:
Office of the Attorney General
Division of Consumer Protection
1024 Capital Center Drive
Frankfort, Kentucky 40601
(502) 696-5389

Maryland:
Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Utah:
Director
Division of Consumer Protection
Utah Department of Commerce
160 East Three Hundred South
SM Box 146704
Salt Lake City, Utah 84114-6704
(801) 530-6601

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

Michigan:
Michigan Attorney General's Office
Consumer Protection Division
Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933
(517) 373-7117

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

Minnesota:
Commissioner of Commerce
Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 296-4026

Wisconsin:
Commissioner of Securities
Department of Financial Institutions
Division of Securities
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 261-9555

EXHIBIT I

AGENTS FOR SERVICE OF PROCESS

California
Commissioner of Financial Protection and Innovation
California Department of Financial Protection and
Innovation
320 West Fourth Street, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500
Toll Free: (866) 275-2677

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

Illinois
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana
Indiana Secretary Of State
302 West Washington Street, Room E018
Indianapolis, Indiana 46204
(317) 232-6681

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Michigan
Michigan Department Of Attorney General
Consumer Protection Division
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 373-7117

Minnesota
Commissioner Of Commerce
Minnesota Department Of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota
55101 (651) 296-4026

New York
New York Department Of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

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

Rhode Island
Director, Department Of Business Regulation,
Securities Division
John O. Pastore Complex–Bldg. 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9585

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

Virginia
Division Of Securities And Retail Franchising
State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9051

Washington
Department Of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(360) 902-8760

Wisconsin
Commissioner Of Securities
Department Of Financial Institutions
Division Of Securities
4822 Madison Yards Way, North
Tower Madison, Wisconsin 53705
(608) 261-9555

EXHIBIT J

FINANCING DOCUMENTS

PLEDGE, ASSIGNMENT AND SECURITY AGREEMENT

THIS PLEDGE, ASSIGNMENT AND SECURITY AGREEMENT (this "***Security Agreement***") is executed as of _____, by _____, a _____, with its principal address at [_____] ("***Debtor***"), [_____ and _____ (collectively, "***Guarantors***")1] and [First Light Home Care Entity], a _____ limited liability company with its principal address at [_____] ("***Secured Party***").

RECITALS:

A. Debtor executed a Promissory Note in favor of Secured Party dated as of [Date], (the "***Note***");

B. The Note was secured by a Guaranty of Payment (the "***Guaranty***") dated as of [Date] executed by the Guarantors.

C. Subject to the terms and conditions set forth below, Debtor and Secured Party desire to enter into this Security Agreement; and

D. This Security Agreement is integral to the transactions contemplated by the Loan Documents.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **CERTAIN DEFINITIONS**.

Unless otherwise defined herein, or the context hereof otherwise requires, each term defined in either of the Note (as hereinafter defined) or in the UCC (as hereinafter defined) is used in this Security Agreement with the same meaning; *provided that*, if the definition given to such term in the Note conflicts with the definition given to such term in the UCC, the UCC definition shall control to the extent legally allowable; and if any definition given to such term in *Chapter 9* of the UCC conflicts with the definition given to such term in any other chapter of the UCC, the *Chapter 9* definition shall prevail. As used herein, the following terms have the meanings indicated:

"***Business***" has the meaning set forth in ***Paragraph 3(a)*** hereof.

"***Collateral***" has the meaning set forth in Paragraph 3 hereof.

"***Franchise Agreement***" mean the First Light Home Care Franchise Agreement executed by the Debtor on or about the date of this Security Agreement.

"***Future Entity***" means any entity formed by the Debtor [or a Guarantor] in connection with the Business.

1 If Collateral is to include a pledge by the Guarantors of their ownership interests in any Future Entity, the Guarantors will have to be party hereto and references to the Guarantors will need to be included throughout, asdeemed appropriate.

"***Loan Documents***" means this Security Agreement, the Franchise Agreement, the Note and the Guaranty of Payment executed on or around the date of this Security Agreement.

"***Note***" has the meaning assigned to it in the recitals hereof.

"***Obligation***" means all indebtedness, liabilities, and obligations, of every kind and character, of Debtor, now or hereafter existing in favor of Secured Party, regardless of whether the same may, prior to their acquisition by Secured Party, be or have been payable to some other person or entity, including, but not limited to, all indebtedness, liabilities, interest payments and other obligations arising under the Note.

"***Obligor***" means any Person obligated with respect to any of the Collateral, whether as an account debtor, obligor on an instrument, issuer of securities, or otherwise.

"***Person***" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, or other entity.

"***Pledged Interests***" means all of the Debtor's [or a Guarantor's] membership interests, equity interests and any other interests in a Future Entity, whether now owned or subsequently acquired, including, without limitation (a) all of the Debtor's [or a Guarantor's] right, title, and interest now or hereafter accruing under the organizational documents with respect to any interest owned by the Debtor [or a Guarantor] in a Future Entity; (b) the certificates representing such membership interests or equity interests in a Future Entity; (c) all of the Debtor's [or a Guarantor's] capital and ownership interests, including capital accounts, in a Future Entity, and all accounts, deposits or credits of any kind with a Future Entity; (d) all of the Debtor's [or a Guarantor's] voting rights in or rights to control or direct the affairs of a Future Entity; (e) all of the Debtor's [or a Guarantor's] rights, title and interest, as a member of a Future Entity, in or to any and all of a Future Entity's assets or properties; and (f) all distributions, proceeds, fees, preferences, payments, or other benefits, which the Debtor [or a Guarantor] now is or may hereafter become entitled to receive with respect to such interests in a Future Entity, and Debtor's [or a Guarantor's] undivided interest in the assets of a Future Entity.

"***Secured Party***" means on any date of determination, Secured Party and its permitted successors and assigns.

"***Security Interest***" means the security interest granted and the pledge and assignment made under Paragraph 2 hereof.

"***UCC***" means the Uniform Commercial Code, including each such provision as it may subsequently be renumbered, as enacted in the State of Texas or other applicable jurisdiction, as amended at the time in question.

2. **SECURITY INTEREST**.

In order to secure the full and complete payment and performance of the Obligation when due, Debtor [and each Guarantor] hereby grants to Secured Party a Security Interest in all of Debtor's [and, to the extent applicable, Guarantors'] rights, titles, and interests in and to the Collateral and pledges, conveys, collaterally transfers, and assigns the Collateral to Secured Party, all upon and subject to the terms and conditions of this Security Agreement. Such Security Interest is granted and pledge and assignment are made as security only and shall not subject Secured Party to, or transfer or in any way affect or modify, any obligation of Debtor [or the Guarantors] with respect to any of the Collateral or any transaction involving or giving rise thereto. If the grant, pledge, or collateral transfer or assignment of any specific item of the Collateral is expressly prohibited by any contract, then the Security Interest created hereby nonetheless

remains effective to the extent allowed by the UCC or other applicable law, but is otherwise limited by that prohibition.

3. **COLLATERAL**.

As used herein, the term "***Collateral***" means the following items and types of property, wherever located, now owned or in the future existing or acquired by Debtor [and, if applicable, the Guarantors], and all proceeds and products thereof, and any substitutes or replacements therefor:

(a) All personal property and fixture property of every kind and nature used in connection with the FirstLight Home Care located at [__] (the "***Business***"), including, without limitation, all accounts, contract rights, chattel paper (whether tangible or electronic), bills of lading, goods (including, without limitation, inventory, merchandise, raw materials, goods in process, finished goods, equipment, fixtures, machinery, vehicles, and any accessions thereto), software, instruments, investment property, documents, deposit accounts, money, commercial tort claims, letters of credit or letter-of-credit rights, supporting obligations, tax refunds, and general intangibles (including payment intangibles);

(b) Any and all material deposit accounts, bank accounts, investment accounts, or securities accounts, now owned or hereafter acquired or opened by Debtor in connection with the Business, and any account which is a replacement or substitute for any of such accounts, together with all monies, instruments, certificates, checks, drafts, wire transfer receipts, and other property deposited therein and all balances therein;

(c) The Pledged Interests and all rights of the Debtor [and each Guarantor] with respect thereto and all proceeds, income, and profits therefrom;

(d) All present and future distributions, income, increases, profits, combinations, reclassifications, improvements, and products of, accessions, attachments, and other additions to, tools, parts, and equipment used in connection with, and substitutes and replacements for, all or part of the Collateral described above;

(e) All present and future accounts, contract rights, general intangibles, chattel paper, documents, instruments, cash and noncash proceeds, and other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds payable with respect to, or proceeds payable by virtue of warranty or other claims against the manufacturer of, or claims against any other Person with respect to, all or any part of the Collateral heretofore described in this clause or otherwise; and

(f) All present and future security for the payment to any Person of any of the Collateral described above and goods which gave or will give rise to any such Collateral or are evidenced, identified, or represented therein or thereby.

The description of the Collateral contained in this ***Paragraph 3*** shall not be deemed to permit any action prohibited by this Security Agreement or by the terms incorporated in this Security Agreement.

4. **REPRESENTATIONS AND WARRANTIES**.

Debtor represents and warrants to Secured Party that:

(a) Debtor Information. Debtor's exact legal name, mailing address, jurisdiction of organization, type of entity, and state issued organizational identification number are as set forth on Annex B hereto.

(b) Binding Obligation. This Security Agreement creates a legal, valid, and binding lien in and to the Collateral in favor of Secured Party and enforceable against Debtor. For Collateral in which the Security Interest may be perfected by the filing of financing statements, once those financing statements have been properly filed in the jurisdictions described on ***Annex A*** hereto, the Security Interest in that Collateral will be fully perfected and the Security Interest will constitute a first priority lien on such Collateral. With respect to Collateral consisting of investment property, deposit accounts, electronic chattel paper, letter-of-credit rights, and instruments, upon the delivery of such Collateral to Secured Party or the control agreement related thereto, the Security Interest in that Collateral will be fully perfected. Other than the financing statements and control agreements with respect to this Security Agreement, there are no other financing statements or control agreements covering any Collateral. The creation of the Security Interest does not require the consent of any Person that has not been obtained.

(c) Location. Debtor's place of business and chief executive office is where Debtor is entitled to receive notices hereunder; the present and foreseeable location of Debtor's books and records concerning any of the Collateral that is accounts is as set forth on ***Annex A*** hereto, and the location of all other Collateral, including, without limitation, Debtor's inventory and equipment is as set forth on ***Annex A*** hereto; and, except as noted on ***Annex A*** hereto, all such books, records, and Collateral are in Debtor's possession.

(d) Governmental Authority. No authorization, approval, or other action by, and no notice to or filing with, any governmental authority is required either (i) for the pledge by Debtor of the Collateral pursuant to this Security Agreement or for the execution, delivery, or performance of this Security Agreement by Debtor, or (ii) for the exercise by Secured Party of other rights provided for in this Security Agreement or the remedies in respect of the Collateral pursuant to this Security Agreement.

The foregoing representations and warranties will be true and correct in all respects with respect to any additional Collateral or additional specific descriptions of certain Collateral delivered to Secured Party in the future by Debtor. The failure of any of these representations or warranties or any description of Collateral therein to be or complete shall not impair the Security Interest in any such Collateral.

5. **COVENANTS**.

So long as Secured Party is committed to extend credit to Debtor under the Note and until the Obligation is paid and performed in full, Debtor covenants and agrees with Secured Party that Debtor will:

(a) Loan Documents. Comply with, perform, and be bound by all covenants and agreements in the Loan Documents that are applicable to it, its assets, or its operations, each of which is hereby ratified and confirmed.

(b) Record of Collateral. Maintain, at the place specified in ***Annex A*** (the "***Existing Locations***"), a current record of where all Collateral is located, permit representatives of Secured Party at any time during normal business hours to inspect and make abstracts from such records, and furnish to Secured Party, at such intervals as Secured Party may request, such documents, lists, descriptions,

certificates, and other information as may be necessary or proper to keep Secured Party informed with respect to the identity, location, status, condition, and value of the Collateral. Except for inventory sold or leased in the ordinary course of business, the Debtor shall not remove or otherwise permit any Collateral to be located at any location other than the Existing Locations, without the prior written consent of the Secured Party.

(c) Perform Obligations. Fully perform all of Debtor's duties under and in connection with each transaction to which the Collateral, or any part thereof, relates, so that the amounts thereof shall actually become payable in their entirety to Secured Party. Furthermore, notwithstanding anything to the contrary contained herein, (i) Debtor shall remain liable under the contracts, agreements, documents, and instruments included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, (ii) the exercise by Secured Party of any of its rights or remedies hereunder shall not release Debtor from any of its duties or obligations under the contracts, agreements, documents, and instruments included in the Collateral, and (iii) Secured Party shall not have any indebtedness, liability, or obligation under any of the contracts, agreements, documents, and instruments included in the Collateral by reason of this Security Agreement, and Secured Party shall not be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(d) Notices. (i) Promptly notify Secured Party of (A) any change in any fact or circumstances represented or warranted by Debtor with respect to any of the Collateral or Obligation, (B) any claim, action, or proceeding affecting title to all or any of the Collateral or the Security Interest and, at the request of Secured Party, appear in and defend, at Debtor's expense, any such action or proceeding, (C) any material change in the nature of the Collateral, (D) any material damage to or loss of Collateral, and (E) the occurrence of any other event or condition (including, without limitation, matters as to lien priority) that could have a material adverse effect on the Collateral (taken as a whole) or the Security Interest created hereunder; and (ii) Debtor shall not, without the prior written consent of the Secured Party, (A) change its name, identity, or corporate structure, or (B) change its jurisdiction of organization or organizational identification number, as applicable, (C) relocate the place where its books and records concerning its accounts are kept, (D) relocate any Collateral to a location not described on the attached Annex A, and (E) change its jurisdiction of organization or organizational identification number, as applicable. Prior to making any of the changes contemplated in clause (ii) preceding, Debtor shall execute and deliver all such additional documents and perform all additional acts as Secured Party, in its sole discretion, may request in order to continue or maintain the existence and priority of the Security Interests in all of the Collateral.

(e) Further Assurances. At Debtor's expense and Secured Party's request, before or after a Default, (i) file or cause to be filed such applications and take such other actions as Secured Party may request to obtain the consent or approval of any governmental authority to Secured Party's rights hereunder, including, without limitation, the right to sell all the Collateral upon a Default without additional consent or approval from such governmental authority (and, because Debtor agrees that Secured Party's remedies at law for failure of Debtor to comply with this provision would be inadequate and that such failure would not be adequately compensable in damages, Debtor agrees that its covenants in this provision may be specifically enforced); (ii) from time to time promptly execute and deliver to Secured Party all such other assignments, certificates, supplemental documents, and financing statements, and do all other acts or things as Secured Party may reasonably request in order to more fully create, evidence, perfect, continue, and preserve the priority of the Security Interest and to carry out the provisions of this Security Agreement; and (iii) pay all filing fees in connection with any financing, continuation, or termination statement or other instrument with respect to the Security Interests.

(f) Impairment of Collateral. Not use any of the Collateral, or permit the same to be used, for any unlawful purpose, in any manner that is reasonably likely to adversely impair the value or usefulness

of the Collateral, or in any manner inconsistent with the provisions or requirements of any policy of insurance thereon nor affix or install any accessories, equipment, or device on the Collateral or on any component thereof if such addition will impair the original intended function or use of the Collateral or such component.

(g) Information. Promptly furnish to the Secured Party, such information in respect of the Collateral, the Debtor and its business as the Secured Party may from time to time request and shall promptly give written notice to the Secured Party of all proceedings brought by or against the Debtor or any Collateral before any court, administrative board or other tribunal which might materially affect the Debtor or any Collateral and of any significant loss of, or damage to, any Collateral.

(h) Annexes. Immediately update all annexes hereto if any information therein shall become inaccurate or incomplete. Notwithstanding any other provision herein, Debtor's failure to describe any Collateral required to be listed on any annex hereto shall not impair Secured Party's Security Interest in the Collateral.

(i) Encumbrances. (i)Not create, permit, or suffer to exist, and shall defend the Collateral against, any lien or other encumbrance on the Collateral, and shall defend Debtor' rights in the Collateral and Secured Party's Security Interest in, the Collateral against the claims and demands of all Persons. Debtor shall do nothing to impair the rights of Secured Party in the Collateral. (ii) Not sell, transfer, mortgage, or otherwise encumber any Collateral in any manner without first obtaining the written consent of the Secured Party, which consent may be withheld in the Secured Party's sole and absolute discretion. Any written consent to any such sale, mortgage, transfer, or encumbrance shall not be construed to be a waiver of this provision in respect of any subsequent proposed sale, mortgage, transfer, or encumbrance.

(j) Compensation. Not pay any employee, contractor or agent of the Debtor or any Future Entity an amount over Seventy-Five Thousand Dollars ($75,000.00) as annual compensation (inclusive of salary, commissions, bonuses or any other forms of compensation).

(k) Indebtedness. The Debtor will not, and will not permit any Future Entity to, create, incur, assume or permit to exist or otherwise become or remain directly or indirectly liable with respect to any borrowed money that is senior to the Principal provided under the Note.

6. **DEFAULT; REMEDIES**.

(a) Rights and Remedies. If a Default exists, Secured Party may, at its election (but subject to the terms and conditions of the Loan Documents), exercise any and all rights available to a secured party under the UCC, in addition to any and all other rights afforded by the Loan Documents, at law, in equity, or otherwise, including, without limitation, (i) requiring Debtor to assemble all or part of the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to Debtor and Secured Party, (ii) surrendering any policies of insurance on all or part of the Collateral and receiving and applying the unearned premiums as a credit on the Obligation, (iii) applying by appropriate judicial proceedings for appointment of a receiver for all or part of the Collateral (and Debtor hereby consents to any such appointment), and (iv) applying to the Obligation any cash held by Secured P arty under this Security Agreement.

(b) Notice. Reasonable notification of the time and place of any public sale of the Collateral, or reasonable notification of the time after which any private sale or other intended disposition of the Collateral is to be made, shall be sent to Debtor and to any other Person entitled to notice under the UCC; *provided that*, if any of the Collateral threatens to decline speedily in value or is of the type customarily sold on a recognized market, Secured Party may sell or otherwise dispose of the Collateral without

notification, advertisement, or other notice of any kind. It is agreed that notice sent or given not less than five business days prior to the taking of the action to which the notice relates is reasonable notification and notice for the purposes of this subparagraph.

(c) Condition of Collateral; Warranties. Secured Party has no obligation to clean-up or otherwise prepare the Collateral for sale. Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

(d) Compliance with Other Laws. Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(e) Application of Proceeds. Secured Party shall apply the proceeds of any sale or other disposition of the Collateral under this ***Paragraph 6*** in the following order: first, to the payment of all expenses incurred in retaking, holding, and preparing any of the Collateral for sale(s) or other disposition, in arranging for such sale(s) or other disposition, and in actually selling or disposing of the same (all of which are part of the Obligation); second, toward repayment of amounts expended by Secured Party under ***Paragraph 7***; and *third*, toward payment of the balance of the Obligation in the order and manner determined in Secured Party's sole discretion. Any surplus remaining shall be delivered to Debtor or as a court of competent jurisdiction may direct. If the proceeds are insufficient to pay the Obligation in full, Debtor shall remain liable for any deficiency.

(f) Sales on Credit. If Secured Party sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by the Secured Party, and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale.

(g) No Set-Off. The Obligation shall be paid by the Debtor without regard to any equities between the Debtor and the Secured Party or any right of set-off or cross-claim. Any indebtedness owing by the Secured Party to the Debtor may be set-off and applied by the Secured Party against any Obligation before or after maturity, and without any demand upon or notice to the Debtor or any other persons.

7. **OTHER RIGHTS OF SECURED PARTY**.

(a) Performance. If Debtor fails to keep the Collateral in good repair, working order, and condition, as required in this Security Agreement, or fails to pay when due all taxes on any of the Collateral in the manner required by the Loan Documents, or fails to preserve the priority of the Security Interest in any of the Collateral, or fails to keep the Collateral insured as required by the Loan Documents, or otherwise fails to perform any of its obligations under the Loan Documents with respect to the Collateral, then Secured Party may, at its option, but without being required to do so, make such repairs, pay such taxes, prosecute or defend any suits in relation to the Collateral, or insure and keep insured the Collateral in any amount deemed appropriate by Secured Party, or take all other action which Debtor is required, but has failed or refused, to take under the Loan Documents. Any sum which may be expended or paid by Secured Party under this subparagraph (including, without limitation, court costs and reasonable attorneys' fees) shall bear interest from the dates of expenditure at the Maximum Rate until paid and, *together with* such interest, shall be payable by Debtor to Secured Party upon demand and shall be part of the Obligation.

(b) Collection. If a Default exists and upon notice from Secured Party, each Obligor with respect to any payments on any of the Collateral (including, without limitation, dividends and other

distributions with respect to any securities, payments on notes, insurance proceeds payable by reason of loss or damage to any of the Collateral) is hereby authorized and directed by Debtor to make payment directly to Secured Party, regardless of whether Debtor was previously making collections thereon. Subject to ***Paragraph 7(c)*** hereof, until such notice is given, Debtor is authorized to retain and expend all payments made on Collateral. If a Default exists, Secured Party shall have the right in its own name or in the name of Debtor to compromise or extend time of payment with respect to all or any portion of the Collateral for such amounts and upon such terms as Secured Party may determine; to demand, collect, receive, receipt for, sue for, compound, and give acquittances for any and all amounts due or to become due with respect to Collateral; to take control of cash and other proceeds of any Collateral; to endorse the name of Debtor on any notes, acceptances, checks, drafts, money orders, or other evidences of payment on Collateral that may come into the possession of Secured Party; to sign the name of Debtor on any invoice or bill of lading relating to any Collateral, on any drafts against Obligors or other Persons making payment with respect to Collateral, on assignments and verifications of accounts or other Collateral and on notices to Obligors making payment with respect to Collateral; to send requests for verification of obligations to any Obligor; and to do all other acts and things necessary to carry out the intent of this Security Agreement. If a Default or Potential Default exists and any Obligor fails or refuses to make payment on any Collateral when due, Secured Party is authorized, in its sole discretion, either in its own name or in the name of Debtor, to take such action as Secured Party shall deem appropriate for the collection of any amounts owed with respect to Collateral or upon which a delinquency exists. Regardless of any other provision hereof, however, Secured Party shall never be liable for its failure to collect, or for its failure to exercise diligence in the collection of, any amounts owed with respect to Collateral, nor shall it be under any duty whatsoever to anyone except Debtor to account for funds that it shall actually receive hereunder. Without limiting the generality of the foregoing, Secured Party shall have no responsibility for ascertaining any maturities, calls, conversions, exchanges, offers, tenders, or similar matters relating to any Collateral, or for informing Debtor with respect to any of such matters (irrespective of whether Secured Party actually has, or may be deemed to have, knowledge thereof). The receipt of Secured Party to any Obligor shall be a full and complete release and discharge to such Obligor, to the extent of any amount so paid to Secured Party.

(c) Power of Attorney. Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the name of Debtor or in its own name, to take after the occurrence and during the continuance of a Default and from time to time thereafter, any and all action and to execute any and all documents and instruments which Secured Party at any time and from time to time deems necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, Debtor hereby gives Secured Party the power and right on behalf of Debtor and in its own name to do any of the following after the occurrence and during the continuance of a Default and from time to time thereafter, without notice to or the consent of Debtor:

(i) to receive, endorse, and collect any drafts or other instruments or documents in connection with ***clause (b)*** above and this ***clause (c)***;

(ii) to demand, sue for, collect, or receive, in the name of Debtor or in its own name, any money or property at any time payable or receivable on account of or in exchange for any of the Collateral and, in connection therewith, endorse checks, notes, drafts, acceptances, money orders, documents of title or any other instruments for the payment of money under the Collateral or any policy of insurance;

(iii) to pay or discharge taxes, liens, or other encumbrances levied or placed on or threatened against the Collateral;

(iv) to notify post office authorities to change the address for delivery of Debtor to an address designated by Secured Party and to receive, open, and dispose of mail addressed to Debtor; and

(v) (A) to direct account debtors and any other parties liable for any payment under any of the Collateral to make payment of any and all monies due and to become due thereunder directly to Secured Party or as Secured Party shall direct; (B) to receive payment of and receipt for any and all monies, claims, and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, proxies, stock powers, verifications, and notices in connection with accounts and other documents relating to the Collateral; (D) to commence and prosecute any suit, action, or proceeding at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action, or proceeding brought against Debtor with respect to any Collateral; (F) to settle, compromise, or adjust any suit, action, or proceeding described above and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate; (G) to exchange any of the Collateral for other property upon any merger, consolidation, reorganization, recapitalization, or other readjustment of the issuer thereof and, in connection therewith, deposit any of the Collateral with any committee, depositary, transfer agent, registrar, or other designated agency upon such terms as Secured Party may determine; (H) to add or release any guarantor, endorser, surety, or other party to any of the Collateral; (I) to renew, extend, or otherwise change the terms and conditions of any of the Collateral; (J) to endorse Debtor's name on all applications, documents, papers, and instruments necessary or desirable in order for Secured Party to use any of the Intellectual Property; (K) to make, settle, compromise or adjust any claims under or pertaining to any of the Collateral (including claims under any policy of insurance); (L) to execute on behalf of Debtor any financing statements or continuation statements with respect to the Security Interests created hereby, and to do any and all acts and things to protect and preserve the Collateral, including, without limitation, the protection and prosecution of all rights included in the Collateral; and (M) to sell, transfer, pledge, convey, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Debtor's expense, at any time, or from time to time, all acts and things which Secured Party deems necessary to protect, preserve, maintain, or realize upon the Collateral and Secured Party's security interest therein.

This power of attorney is a power coupled with an interest and shall be irrevocable. Secured Party shall be under no duty to exercise or withhold the exercise of any of the rights, powers, privileges, and options expressly or implicitly granted to Secured Party in this Security Agreement, and shall not be liable for any failure to do so or any delay in doing so. Neither Secured Party nor any Person designated by Secured Party shall be liable for any act or omission or for any error of judgment or any mistake of fact or law. This power of attorney is conferred on Secured Party solely to protect, preserve, maintain, and realize upon its Security Interest in the Collateral. Secured Party shall not be responsible for any decline in the value of the Collateral and shall not be required to take any steps to preserve rights against prior parties or to protect, preserve, or maintain any lien given to secure the Collateral.

(d) Indemnification. Debtor hereby assumes all liability for the Collateral, for the Security Interest, and for any use, possession, maintenance, and management of, all or any of the Collateral, including, without limitation, any taxes arising as a result of, or in connection with, the transactions contemplated herein, and agrees to assume liability for, and to indemnify and hold Secured Party harmless from and against, any and all claims, causes of action, or liability, for injuries to or deaths of Persons and damage to property, howsoever arising from or incident to such use, possession, maintenance, and management, whether such Persons be agents or employees of Debtor or of third parties, or such damage be to property of Debtor or of others. Debtor agrees to indemnify, save, and hold Secured Party harmless from and against, and covenants to defend Secured Party against, any and all losses, damages, claims, costs,

penalties, liabilities, and expenses (collectively, "***Claims***"), including, without limitation, court costs and attorneys' fees, **AND ANY OF THE FOREGOING ARISING FROM THE NEGLIGENCE OF SECURED PARTY, OR ANY OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ADVISORS, EMPLOYEES, OR REPRESENTATIVES**, howsoever arising or incurred because of, incident to, or with respect to Collateral or any use, possession, maintenance, or management thereof; provided, however, that the indemnity set forth in this ***Paragraph 7(d)*** will not apply to claims caused by the gross negligence or willful misconduct of Secured Party.

(e) Continuing Liability. Notwithstanding anything to the contrary contained in this Security Agreement, (i) Debtor shall remain liable under the contracts, agreements, documents, and instruments included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, (ii) the exercise by Secured Party of any of its rights or remedies hereunder shall not release Debtor from any of its duties or obligations under the contracts, agreements, documents, and instruments included in the Collateral, and (iii) Secured Party shall not have any indebtedness, liability, or obligation under any of the contracts, agreements, documents, and instruments included in the Collateral by reason of this Security Agreement, and Secured Party shall not be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

8. **MISCELLANEOUS**.

(a) Continuing Security Interest. This Security Agreement creates a continuing security interest in the Collateral and shall (i) remain in full force and effect until the indefeasible payment in full of the Obligation; (ii) be binding upon Debtor, its successors, and assigns; and (iii) inure to the benefit of and be enforceable by Secured Party, and its successors, transferees, and assigns. Without limiting the generality of the foregoing ***clause (iii)***, Secured Party may assign or otherwise transfer any of their respective rights under this Security Agreement to any other Person in accordance with the terms hereof, and to the extent of such assignment or transfer such Person shall thereupon become vested with all the rights and benefits in respect thereof granted herein or otherwise to Secured Party, as the case may be. Upon the indefeasible payment in full of the Obligation, Debtor shall be entitled to the return, upon its request and at its expense, of such of the Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof.

(b) Term. Upon full and final indefeasible payment and performance of the Obligation, this Security Agreement shall thereafter terminate upon receipt by Secured Party of Debtor's written notice of such termination; *provided that* no Obligor, if any, on any of the Collateral shall ever be obligated to make inquiry as to the termination of this Security Agreement, but shall be fully protected in making payment directly to Secured Party until actual notice of such total payment of the Obligation is received by such Obligor.

(c) Actions Not Released. The Security Interest and Debtor's obligations and Secured Party's rights hereunder shall not be released, diminished, impaired, or adversely affected by the occurrence of any one or more of the following events: (i) the taking or accepting of any other security or assurance for any or all of the Obligation; (ii) any release, surrender, exchange, subordination, or loss of any security or assurance at any time existing in connection with any or all of the Obligation; (iii) the modification of, amendment to, or waiver of compliance with any terms of any of the other Loan Documents without the notification or consent of Debtor, *except* as required therein (the right to such notification or consent being herein specifically waived by Debtor); (iv) the insolvency, bankruptcy, or lack of corporate or trust power of any party at any time liable for the payment of any or all of the Obligation, whether now existing or hereafter occurring; (v) any renewal, extension, or rearrangement of the payment of any or all of the Obligation, either with or without notice to or consent of Debtor, or any adjustment, indulgence,

forbearance, or compromise that may be granted or given by Secured Party to Debtor; (vi) any neglect, delay, omission, failure, or refusal of Secured Party to take or prosecute any action in connection with any other agreement, document, guaranty, or instrument evidencing, securing, or assuring the payment of all or any of the Obligation; (vii) any failure of Secured Party to notify Debtor of any renewal, extension, or assignment of the Obligation or any part thereof, or the release of any Collateral or other security, or of any other action taken or refrained from being taken by Secured Party against Debtor or any new agreement between or among Secured Party and Debtor, *it being understood that* except as expressly provided herein, Secured Party shall not be required to give Debtor any notice of any kind under any circumstances whatsoever with respect to or in connection with the Obligation, including, without limitation, notice of acceptance of this Security Agreement or any Collateral ever delivered to or for the account of Secured Party hereunder; (viii) the illegality, invalidity, or unenforceability of all or any part of the Obligation against any party obligated with respect thereto by reason of the fact that the Obligation, or the interest paid or payable with respect thereto, exceeds the amount permitted by law, the act of creating the Obligation, or any part thereof, is *ultra vires*, or the officers, partners, or trustees creating same acted in excess of their authority, or for any other reason; or (ix) if any payment by any party obligated with respect thereto is held to constitute a preference under applicable laws or for any other reason Secured Party is required to refund such payment or pay the amount thereof to someone else.

(d) Waivers. *Except* to the extent expressly otherwise provided herein or in other Loan Documents and to the fullest extent permitted by applicable law, Debtor waives (i) any right to require Secured Party to proceed against any other Person, to exhaust its rights in Collateral, or to pursue any other right which Secured Party may have; (ii) with respect to the Obligation, presentment and demand for payment, protest, notice of protest and nonpayment, and notice of the intention to accelerate; and (iii) all rights of marshaling in respect of any and all of the Collateral.

(e) Financing Statement; Authorization. Secured Party shall be entitled at any time to file this Security Agreement or a carbon, photographic, or other reproduction of this Security Agreement, as a financing statement, but the failure of Secured Party to do so shall not impair the validity or enforceability of this Security Agreement. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto (without the requirement for Debtor's signature thereon) that (i) indicate the Collateral (A) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of the state or such jurisdiction or whether such assets are included in the Collateral hereunder, or (B) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required by Article 9 of the UCC of the state or such jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether the Debtor is an organization, the type of organization, and any organization identification number issued to Debtor and, (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Debtor agrees to furnish any such information to Secured Party promptly upon request.

(f) Amendments. This Security Agreement may be amended only by an instrument in writing executed jointly by Debtor and Secured Party, and supplemented only by documents delivered or to be delivered in accordance with the express terms hereof.

(g) Multiple Counterparts. This Security Agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Security Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(h) Parties Bound; Assignment. This Security Agreement shall be binding on Debtor and Debtor's legal representatives, successors, and assigns and shall inure to the benefit of Secured Party and Secured Party's successors and assigns. Debtor may not, without the prior written consent of Secured Party, assign any rights, duties, or obligations hereunder.

(i) **Applicable Laws. THIS SECURITY AGREEMENT AND ALL ISSUES AND CLAIMS ARISING IN CONNECTION WITH OR RELATING TO THE SECURED INDEBTEDNESS, INCLUDING BUT WITHOUT LIMITATION, ALL CONTRACT, TORT, EQUITY, OR OTHER CLAIMS OR COUNTERCLAIMS SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO (WITHOUT CONSIDERATION OF ITS CONFLICTS OF LAWS RULES) AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA**. If any provision of this Security Agreement is held to be invalid or unenforceable, the validity and enforceability of the other provisions of this Security Agreement shall remain unaffected.

EXECUTED as of the date first stated in this Security Agreement.

{Signatures on next page}

DEBTOR:

_____

By: _____
Name: _____
Title: _____

Mailing Address:
_____
_____
_____
Attn: _____

EXECUTED as of the date first stated in this Security Agreement.

SECURED PARTY:

_____

By: _____
Name: _____
Title: _____

Mailing Address:
_____
_____
_____
Attn: _____

ANNEX A TO SECURITY AGREEMENT

A. LOCATION OF BOOKS AND RECORDS

Address

B. LOCATION OF REAL PROPERTY

Address

C. LOCATION OF COLLATERAL

Address

D. JURISDICTION(S) FOR FILING FINANCING STATEMENTS

ANNEX B TO SECURITY AGREEMENT

DEBTOR INFORMATION

Exact Legal Name: _____

Mailing Address: _____

Type of Entity: _____

Jurisdiction of Organization: _____

State Issued Organizational I.D. No.: _____

PROMISSORY NOTE

$_____,000 Cincinnati Ohio As of _____, 20____

FOR VALUE RECEIVED, the undersigned _____ ("***Maker***"), a corporation with its principal address at _____

Hereby unconditionally promises to pay to the order of Cornerstone Franchise Finance LLC ("***Payee***") at 7870 East Kemper Road, Suite 400 Cincinnati Ohio 45249 or such other address given to Maker by Payee, the principal sum of up to thousand Dollars ($,000.00) (the "***Principal***"), with interest from and after the date hereof until the Maturity Date (as defined below), in the manner provided below.

1. Definitions. When used in this Note, the following terms shall have the respective meanings specified herein or in the ***Section*** referred to:

"***Business Day***" means a day upon which business is transacted by national banks in Ohio.

"***Default***" has the meaning ascribed to it in ***Section 6*** hereof.

"***Dollar***" or "***$***" refers to the lawful currency of the United States of America.

"***Franchise Agreement***" has the meaning ascribed to it in ***Section 2(b)*** hereof.

"***Guarantor***" has the meaning ascribed to it in ***Section 4*** hereof.

"***Guaranty***" has the meaning ascribed to it in ***Section 4*** hereof.

"***Loan Documents***" means this Note, the Security Agreement, the Guaranty and any agreements, documents (and with respect to this Note, and such other agreements and documents, any modifications, amendments, renewals, extensions, or restatements thereof), or certificates at any time executed or delivered pursuant to the terms of this Note.

"***Maturity Date***" means the date that is three (3) years from the date of the initial drawdown of the Principal.

"***Maximum*** Rate" means, with respect to the holder hereof, the maximum non-usurious rate of interest which, under all legal requirements, such holder is permitted to contract for, charge, take, reserve, or receive on this Note.

"***Obligation***" means all indebtedness, liabilities, and obligations, of every kind and character, of Maker, now or hereafter existing in favor of Payee, regardless of whether the same may, prior to their acquisition by Payee, be or have been payable to some other person or entity, including, but not limited to, all indebtedness, liabilities, interest payments and other obligations arising under this Note.

"***Prepayment Event***" means the occurrence of either of the following:

(a) the Maker collects revenues in any month between Ten Thousand Dollars ($10,000.00) and Twenty Thousand Dollars ($20,000.00); or

(b) the Maker collects revenues in any month greater than Twenty Thousand Dollars ($20,000.00).

"***Repayment Date***" means, with respect to each drawdown, the date set forth in Annex A hereto.

"***Revenues***" means the amount of payments received by Maker for all sales of services provided and products sold by the Maker in connection with Maker's FirstLight Home Care Business, whether for cash or on a charge, credit or time basis, deducting all refunds and discounts made to clients in good faith and in accordance with FirstLight HomeCare Franchising, LLC's policies and any sales or excise taxes which are separately stated and which a Maker may be required to and does collect from clients and pays to any federal, state or local taxing authority.

"***Security Agreement***" has the meaning ascribed to it in Section 4 hereof.

2. Payment of Principal and Interest; Mandatory Prepayment. The unpaid Principal and interest on this Note shall be payable as follows:

(a) Principal and accrued interest shall be paid in monthly installments equal to 5% of Maker's monthly Revenues collected during the immediately preceding month, where such Revenues collected are between $10,000 and $20,000; plus 10% of monthly Revenues collected in excess of $20,000. A monthly minimum payment of $250 will be due if Revenues collected during the immediately preceding month are less than $10,000. Payments will commence on the 10th of the month and will continue on the same day of each successive month thereafter with a final payment of all unpaid Principal and interest on the Maturity Date. Principal and accrued interest shall be paid in accordance with the repayment schedule set out in Annex A.2

(b) All payments of Principal shall be made by Maker to Payee in federal or other immediately available funds via check/electronic funds transfer in accordance with the terms and conditions of the First Light Home Care Franchise Agreement executed by Maker concurrently with this Note ("***Franchise Agreement***").

(c) Should the Principal or any interest under this Note become due and payable on any day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day.

(d) The Principal from time to time outstanding shall bear interest at a rate per month of 1.5%. Interest shall be computed monthly, on the basis of the actual number of days elapsed.

(e) Notwithstanding the foregoing, if a Default has occurred and is continuing, then all past due Principal shall bear interest at the Maximum Rate, or if no Maximum Rate is established by applicable law, then at the rate per annum which shall from day to day be equal to the interest rate set forth in subsection (e) above plus (10%).

3. Covenants.

(a) No distributions shall be made to any shareholder or member of the Payee (if applicable) while the Obligations are outstanding other than tax distributions, provided, however, that all such tax distributions shall be limited to 40% of the pre-tax income of such Payee (if applicable).

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2 If repayment will be in equal installments over the three-year term, then a repayment schedule is not necessary. This agreement is drafted so that interest is to be paid in arrears on each Repayment Date. Alternatively, interest payments can be made quarterly (on each Determination Date, whereby Determination Date is defined as: "with respect to each fiscal year, each March 31, June 30, September 30 and December 31 of such fiscal year").

(b) The Payee shall not pay any employee, contractor or agent of it or any future entity formed by it or a Guarantor an amount over Seventy-Five Thousand Dollars ($75,000.00) as annual compensation (inclusive of salary, commissions, bonuses or any other forms of compensation).

(c) The Payee will not, and will not permit any future entity formed by it or a Guarantor to, create, incur, assume or permit to exist or otherwise become or remain directly or indirectly liable with respect to any borrowed money that is senior to the Obligations.

4. Security and Guaranty. This Note shall be secured by a Security Agreement ("***Security Agreement***") of even date herewith encumbering all of the rights, title and interests of certain assets of Maker of this Note that are more particularly identified in the Security Agreement. So long as any amount or obligation is outstanding by Makers to Payee under this Note, the Security Agreement or any other document executed by Maker in connection with or required by the Security Agreement, Maker agrees that he/it will not sell, convey, alienate, assign, transfer or dispose of the "Collateral" (as defined in the Security Agreement), or any part thereof or any interest therein, or become divested of such Maker's title or any interest therein in any manner or way, whether voluntary, involuntary or otherwise, or enter into an agreement to do so, without the prior written consent of Payee, which consent may be withheld in Payee's sole, absolute and subjective discretion. If any Maker sells or transfers the Collateral without Payee's prior written consent, Payee may, at its election, declare the unpaid outstanding Principal balance, together with all accrued and unpaid interest thereon, irrespective of the maturity date specified in this Note or the Security Agreement, immediately due and payable without notice. No waiver of this right shall be effective unless in writing. Consent by Payee to one (1) such transaction shall not be deemed to be a waiver of the rights of Payee provided herein as to future or succeeding transactions. This Note shall be further secured by a Guaranty of Payment ("***Guaranty***") of even date herewith executed by (the "***Guarantors***").

5. Waivers. Maker and each surety, endorser, guarantor, and other party ever liable for payment of any sums of money payable upon this Note, jointly and severally waive presentment, demand, protest, notice of protest and non-payment or other notice of default, notice of acceleration, and intention to accelerate, or other notice of any kind, and agree that their liability under this Note shall not be affected by any renewal or extension in the time of payment hereof, or in any indulgences, or by any release or change in any security for the payment of this Note, and hereby consent to any and all renewals, extensions, indulgences, releases, or changes, regardless of the number of such renewals, extensions, indulgences, releases, or changes.

No waiver by Payee of any of its rights or remedies hereunder or under any other document evidencing or securing this Note or otherwise, shall be considered a waiver of any other subsequent right or remedy of Payee; no delay or omission in the exercise or enforcement by Payee of any rights or remedies shall ever be construed as a waiver of any right or remedy of Payee; and no exercise or enforcement of any such rights or remedies shall ever be held to exhaust any right or remedy of Payee.

6. Default and Remedies.

(a) A "*Default*" shall exist hereunder if any one or more of the following events shall occur and be continuing: (i) Maker shall fail to pay when due any Principal or other Obligations due; (ii) any representation or warranty made by Maker to Payee herein or in any of the Loan Documents shall prove to be untrue or inaccurate in any material respect; (iii) default shall occur in the performance of any of the covenants or agreements of Maker contained herein or in the Loan Documents; (iv) default shall occur in the payment of any material indebtedness of Maker, or any such indebtedness shall become due before its stated maturity by acceleration of the maturity thereof or otherwise or shall become due by its terms and shall not be promptly paid or extended; (v) any of the Loan Documents or the Franchise Agreement shall cease to be legal, valid, binding agreements enforceable against any party executing the same in accordance

with the respective terms thereof or shall in any way be terminated or become or be declared ineffective or inoperative or shall in any way whatsoever cease to give or provide the respective liens, security interests, rights, titles, interests, remedies, powers or privileges intended to be created thereby; (vi) Maker shall (A) apply for or consent to the appointment of a receiver, trustee, intervenor, custodian or liquidator of itself or of all or a substantial part of its assets, (B) be adjudicated a bankrupt or insolvent or file a voluntary petition for bankruptcy or admit in writing that it is unable to pay its debts as they become due, (C) make a general assignment for the benefit of creditors, (D) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, or (E) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency proceeding, or take corporate action for the purpose of effecting any of the foregoing; (vii) an order, judgment or decree shall be entered by any court of competent jurisdiction or other competent authority approving a petition seeking reorganization of Maker or appointing a receiver, trustee, intervenor or liquidator of any such person, or of all or substantially all of its or their assets, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days; (viii) Payee's liens, mortgages or security interests in any of the collateral for this Note should become unenforceable, or cease to be first priority liens, mortgages or security interests; (ix) any final judgment(s) for the payment of money shall be rendered against Maker and such judgment or judgments shall not be satisfied or discharged at least ten (10) days prior to the date on which any of its assets could be lawfully sold to satisfy such judgments; or (x) default shall occur in the performance of Maker under the Franchise Agreement.

(b) If Maker fails or refuses to pay any part of the Principal or any other Obligations as the same become due, or upon the occurrence of any Default hereunder or under the Franchise Agreement any other agreement or instrument securing or assuring the payment of this Note or executed in connection herewith, then in any such event the holder hereof may, at its option, (i) declare the entire unpaid balance of Principal and all other Obligations to be immediately due and payable without presentment or notice of any kind which Maker waives pursuant to ***Section 5*** herein, (ii) reduce any claim to judgment, and/or (iii) pursue and enforce any of Payee's rights and remedies available pursuant to any applicable law or agreement including, without limitation, foreclosing all liens and security interests securing payment thereof or any part thereof; *provided*, *however*, in the case of any Default specified in ***(vi)*** or ***(vii)*** of ***Section 6(a)*** above with respect to Maker, without any notice to Maker or any other act by Payee, the Principal and all other Obligations shall become immediately due and payable without presentment, demand, protest, or other notice of any kind, all of which are hereby waived by Maker.

7. Prepayments.

(a) Voluntary Prepayments. Maker reserves the right to prepay the outstanding Principal, in whole or in part, at any time and from time to time, without premium or penalty.

(b) Mandatory Prepayments. The Payee shall, not later than ten (10) Business Days after the occurrence of a Prepayment Event (i) in the case of a Prepayment Event occurring under clause

(a) of the definition thereof, prepay 5% of the amount collected thereunder towards the Principal and (ii) in the case of a Prepayment Event occurring under clause (b) of the definition thereof, prepay 10% of the amount collected thereunder towards the Principal. Payments are agreed to be made monthly no later than the 10th calendar day of the month.

8. Usury Laws. Regardless of any provisions contained in this Note, the Payee shall never be deemed to have contracted for or be entitled to receive, collect, or apply as interest on the Note, any amount in excess of the Maximum Rate, and, in the event Payee ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the

unpaid Principal, and, if the Principal balance is paid in full, then any remaining excess shall forthwith be paid to Maker. In determining whether or not the interest paid or payable under any specific contingency exceeds the highest lawful rate, Maker and Payee shall, to the maximum extent permitted under applicable law, (a) characterize any non-Principal payment (other than payments which are expressly designated as interest payments hereunder) as an expense, fee, or premium, rather than as interest, (b) exclude voluntary prepayments and the effect thereof, and (c) spread the total amount of interest throughout the entire contemplated term of this Note so that the interest rate is uniform throughout such term.

9. Costs. If this Note is placed in the hands of an attorney for collection, or if it is collected through any legal proceeding at law or in equity, or in bankruptcy, receivership or other court proceedings, Maker agrees to pay all costs of collection, including, but not limited to, court costs and reasonable attorneys' fees, including all costs of appeal.

10. Notices. Any notice that may be given by either Maker or Payee shall be in writing and shall be deemed given upon the earlier of the time of receipt thereof by the person entitled to receive such notice, or if mailed by registered or certified mail or with a recognized overnight mail courier upon two (2) days after deposit with the United States Post Office or one (1) day after deposit with such overnight mail courier, if postage is prepaid and mailing is addressed to Maker or Payee, as the case may be, at the following addresses, or to a different address previously given in a written notice to the other party:

If to Maker, to:

_____

_____

_____

Attn:

If to Payee, to:

Cornerstone Franchise Finance LLC
870 East Kemper Road, Suite 400
Cincinnati, Ohio 45249
Attn: Glee McAnanly

11. GOVERNING LAW. THIS INSTRUMENT AND ALL ISSUES AND CLAIMS ARISING IN CONNECTION WITH OR RELATING TO THE INDEBTEDNESS EVIDENCED HEREBY SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

12. JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MAKER HEREBY IRREVOCABLY AND EXPRESSLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THIS NOTE OR THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR THE ACTIONS OF PAYEE IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY MAKER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. PAYEE IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS A CONCLUSIVE EVIDENCE OF THIS WAIVER BY MAKER.

13. ENTIRETY. THE PROVISIONS OF THIS NOTE AND THE LOAN DOCUMENTS MAY BE AMENDED OR REVISED ONLY BY AN INSTRUMENT IN WRITING SIGNED BY MAKER AND PAYEE. THIS NOTE AND ALL THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT OF MAKER AND PAYEE AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF MAKER AND PAYEE. THERE ARE NO ORAL AGREEMENTS BETWEEN MAKER AND PAYEE.

MAKER:

ENTITY

By: _____
Name: _____
Title: _____

Annex A

Repayment Schedule

REPAYMENT	REPAYMENT DATE 3	REPAYMENT AMOUNT ($)
1	TBD	AS DEFINED BASED ON REVENUES
2 - 36	TBD	AS DEFINED BASED ON REVENUES
TOTAL		$00,000

GUARANTY OF PAYMENT

THIS GUARANTY OF PAYMENT (this "***Guaranty***") is made, jointly and severally, by _____ and _____ (collectively, "***Guarantors***")3, in favor of [FirstLight Home Care _____ entity], a limited liability company with its principal address at _____ ("***Lender***"), and its successors and assigns.

RECITALS

A. _____, a _____ [with its principal address at _____] ("***Borrower***"), has requested that Lender accept its promissory note in the original principal amount of $_____ (the "***Note***").

B. Lender has required, as a condition to its acceptance of the Note, that Borrower's obligations under the Note be guaranteed by Guarantors.

C. Guarantors, the sole owners of Borrower, have determined that they will directly and indirectly benefit from issuing this Guaranty.

NOW, THEREFORE, in consideration of the foregoing, Guarantors hereby agree with Lender as follows:

1. Guaranty. Until the termination of this Guaranty under Section 12, Guarantors hereby jointly and severally and unconditionally and irrevocably guarantee to Lender (a) the punctual payment when due, whether by lapse of time, by acceleration of maturity, or otherwise, and at all times thereafter, of all principal, interest (including interest accruing after the commencement of any bankruptcy or insolvency proceeding by or against Borrower, whether or not allowed in such proceeding), fees, costs, expenses, indemnification indebtedness, and other sums of money now or hereafter due and owing pursuant to (i) the terms of the Note and (ii) all renewals, extensions, refinancings, modifications, supplements or amendments of such indebtedness or any part thereof (the indebtedness described in clauses (i) and (ii) above in this Section 1 is herein collectively called the "***Indebtedness***"). The guaranty of Guarantors as set forth in this Section 1 is a continuing guaranty of payment and performance not a guaranty of collection.

Each Guarantor hereby warrants and represents to the Lender that (i) this Guaranty has been duly executed and delivered by it; (ii) this Guaranty constitutes a legal, valid and binding obligation of such Guarantor enforceable against such Guarantor in accordance with its terms; and (iii) the execution, delivery and performance of this Guaranty by such Guarantor does not violate or constitute a breach under any agreement or instrument to which such Guarantor is a party, or any law, order, regulation, decree, judgment, order or award of any governmental authority or arbitral body to which it or its properties is subject.

2. Guarantors' Obligations Independent; Statute of Limitations. The obligations of Guarantors hereunder are independent of the obligations of Borrower, and a separate action or actions may be brought and prosecuted against Guarantors whether action is brought against Borrower or whether Borrower be joined in any such actions or actions; and Guarantors waive, to the fullest extent permitted by

3 This Agreement is drafted under the assumption that there are two Guarantors. In the event there is a single guarantor, references to joint and several obligations should be deleted and plural usage should be changed to the singular.

applicable law, the benefit of all "suretyship or Guarantors" defenses at law or in equity other than actual payment and performance of the Indebtedness.

3. No Conditions Precedent. It is the intent hereof that the obligations of the Guarantors hereunder shall be and remain unaffected (a) by the existence or non-existence, validity or invalidity of any pledge, assignment or conveyance given as security; (b) by any understanding or agreement that any other person, firm or corporation was or is to execute this Guaranty, or the notes or any other document or instrument relating to or evidencing said Indebtedness, or any part thereof; (c) by resort on the part of Lender to any other security or remedy for the collection of said Indebtedness; or (d) by the death or bankruptcy of Guarantors, or if more than one Guarantors has guaranteed the Indebtedness, by the death or bankruptcy of any one or more of such Guarantors, and in case of any such death or bankruptcy, by failure of Lender to file claim against any deceased Guarantors' estate or against any such bankrupt's estate, as the case may be, for the amount of such decedent's or such bankrupt's liability hereunder.

4. Authorization to Renew or Modify Indebtedness. Guarantors authorize Lender, without notice or demand and without affecting their liability hereunder, from time to time to (a) renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of the Indebtedness or any part thereof, including increasing or decreasing the rate of interest thereof; (b) take and hold security for the payment of this Guaranty or the Indebtedness guaranteed, and exchange, modify, enforce, waive and release any such security; (c) apply such security and direct the order or manner of sale thereof as Lender in its discretion may determine; and (d) release or substitute any one or more of the endorsers or Guarantors of the Indebtedness. Lender may without notice assign this Guaranty in whole or in part.

5. Waivers. Guarantors waive any right to require Lender to (a) proceed against Borrower; (b) proceed against or exhaust any security held from Borrower; or (c) pursue any other remedy in Lender's power whatsoever. Guarantors waive any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower for the Indebtedness. Until the Indebtedness of Borrower to Lender shall have been paid in full, and is not subject to refund or disgorgement, even though such Indebtedness is in excess of Guarantors' liability hereunder, Guarantors shall have no right of subrogation, and waive any right to enforce any remedy which Lender now has or may hereafter have against Borrower, or any other Guarantor, and waive any benefit of, and any right to participate in any security now or hereafter held by Lender. Guarantors waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional Indebtedness.

6. Subordination. Any indebtedness of Borrower to Guarantors, whether now existing or hereafter arising, and whether now or hereafter held by Guarantors, whether secured or unsecured, and if secured, the security for same, is hereby subordinated to the Indebtedness of Borrower to Lender; and such indebtedness of Borrower to Guarantors, if Lender so requests, shall be collected, enforced and received by Guarantors as trustee for Lender and be paid over to Lender on account of the Indebtedness of Borrower to Lender, but without reducing or affecting in any manner the liability of Guarantors under the other provisions of this Guaranty.

7. No Duty of Inquiry. It shall not be necessary for Lender to inquire into the powers of Borrower or the officers, directors, partners, trustees, or agents acting or purporting to act on its behalf, and any Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

8. Expenses of Collection. Each Guarantor agrees to pay reasonable attorneys' fees and all other costs and expenses, which may be incurred by Lender in the enforcement of this Guaranty.

9. Severability. If any one or more of the covenants, agreements, terms or provisions contained in this Guaranty shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

10. Governing Law. This Guaranty and the rights and obligations of the Guarantors and Lender hereunder shall be governed by and be construed in accordance with the laws of the State of Ohio.

11. Usury Laws. Regardless of any provisions contained in this Guaranty, neither any Guarantor nor the Lender shall be deemed to have contracted for or be entitled to receive, collect, or apply as interest on the Indebtedness, any amount in excess of the Maximum Rate (as defined in the Note), and, in the event the Lender ever receives, collects, or applies as interest any such excess, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the Indebtedness, and, if the principal balance of the Note is paid in full, then any remaining excess shall forthwith be paid to the Guarantors pro rata. In determining whether or not the interest paid or payable under any specific contingency exceeds the highest lawful rate, the Guarantors and the Lender shall, to the maximum extent permitted under applicable law, (a) characterize any non-principal payment (other than payments which are expressly designated as interest payments hereunder or under the Note) as an expense, fee, or premium, rather than as interest, (b) exclude voluntary prepayments and the effect thereof, and (c) spread the total amount of interest throughout the entire contemplated term of the Note so that the interest rate is uniform throughout such term.

12. Termination. This Guaranty and the Guarantors' obligations hereunder (other than any that expressly survive such termination) shall terminate upon the repayment in full of the Indebtedness.

IN WITNESS WHEREOF, the undersigned Guarantors has executed this Guaranty as of the ____ day of _____, 20___.

GUARANTORS:

_____ _____

[_____] [_____]

EXHIBIT K

STATE-SPECIFIC ADDENDA

ADDENDUM TO FIRSTLIGHT HOMECARE FRANCHISING, LLC DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

1. Item 3 is amended to reflect that:

   Neither we nor any person or broker 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 is such association or exchange.

2. Items 6 and 10 are amended to reflect that any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

3. Item 10 is amended to reflect that Cornerstone Franchise Finance does not offer financing to franchisees or prospective franchisees located in California.

4. Item 17 is amended by the addition of the following statements:

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

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

   The Franchise Agreement contains covenants not to compete that extend beyond expiration or termination of the Agreement. These provisions may not be enforceable under California law.

   The California Corporations Code, Section 31125, requires that we give you a Disclosure Document, approved by the Department of Financial Protection and Innovation, before we solicit a proposed material modification of an existing franchise.

   If the Franchise Agreement contains a liquidated damages clause, under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

   The Franchise Agreement requires the application of the laws and forum of Ohio. This provision may be unenforceable under California Law.

   The Franchise Agreement requires you to sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code

   Sections 31000 through 31516). California Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

5. Item 19 of the Disclosure Document is hereby amended to include the following additional disclosure.

   The financial performance representation does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information

6. 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.

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

8. **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

ADDENDUM TO FIRSTLIGHT HOMECARE FRANCHISING, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

1. The State Cover Page and Item 17 of this Disclosure Document are amended by adding the following:

In accordance with Illinois law 815 ILCS 705/19 and Rule Section 200.608, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside Illinois is void with respect to any action which is otherwise enforceable in Illinois, except that the Franchise Agreement may provide for arbitration outside Illinois. In addition, Illinois law will govern the Franchise Agreement.

Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to you concerning nonrenewal and termination of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.

Any release of claims or acknowledgments of fact contained in the Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act will be void and are deleted with respect to claims under the Act.

Section 41 of the Illinois Franchise Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.

No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

ADDENDUM TO FIRSTLIGHT HOMECARE FRANCHISING, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF MARYLAND

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Items 6 and 11, Cooperatives:

Items 6 and 11 are amended to provide that you will not be required to contribute more than 5% of Gross Revenues to a Regional Advertising Cooperative.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable. FirstLight Home Care intends to enforce and follow the provisions of the Franchise Agreement requiring the disputes be resolved in arbitration, despite any uncertainty or dispute regarding the enforceability of the provision or enforceability of the Maryland Franchise Registration and Disclosure Law.

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

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

No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

ADDENDUM TO FIRSTLIGHT HOMECARE FRANCHISING, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

1. Item 3 of the Disclosure Document is supplemented by the following language:

   Neither we nor any person identified in Item 2 above, has pending any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) alleging a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

   Neither we nor any person identified in Item 2 above, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the date of this Disclosure Document, has been convicted of a misdemeanor or pleaded nolo contendere to a misdemeanor charge or been held liable in a civil action by final judgment or been the subject of a material complaint or other legal proceeding if such misdemeanor conviction or charge or civil action, complaint or other legal proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

   Neither we nor any person identified in Item 2 above, is subject to any injunctive or restrictive order or decree relating to franchises or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. Item 4 of the Disclosure Document is supplemented by the following language:

   Neither we, nor any of our affiliates, predecessors, officers, or general partners have within the 10-year period immediately before the date of this Disclosure Document: (a) filed as a debtor (or had filed against it) a petition to start an action under U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; (c)or was a principal officer of a company or general partner in a partnership that either filed as a debtor (or that had filed against it) a petition to start an action under U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner held the position with the company or partnership.

3. Item 17, “Renewal, Termination, Transfer and Dispute Resolution”, is supplemented under the categories entitled “Termination by Franchisee” and “Assignment of Contract by Franchisor” respectively, by the following language which will be deemed an integral part thereof:

   Any general release required under the Franchise Agreement will be limited by the following, “all rights arising in your favor from the provisions of Article 33 of the GBL. of the State of New York and regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL., Sections 687.4 and 687.5 be satisfied.”

Although the Franchise Agreement does not contain any provision permitting you to terminate the Agreement, you have whatever rights you may have under applicable law to terminate the Franchise Agreement.

No assignment will be made except to an Assignee who, in our opinion, is willing and able to assume our obligations under the Franchise Agreement.

The Franchise Agreement requires the application of Ohio law, however, the choice of law provision should not be considered a waiver of any right conferred on the franchisee by the General Business Law of the State of New York, Art. 33.

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

ADDENDUM TO FIRSTLIGHT HOMECARE FRANCHISING, LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, Items 8, 11 and 17.e. and h. of the Franchise Disclosure Document for use in the Commonwealth of Virginia will be amended as follows:

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

   Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

   No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

FIRSTLIGHT HOME CARE FRANCHISING, LLC
WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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

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

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

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

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

Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

EXHIBIT L

SAMPLE GENERAL RELEASE

The following is our current general release agreement that we expect to include in a release that a franchisee, developer, and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release agreement.

General Release

THIS GENERAL RELEASE (the "**Release**") is made and entered into on this ___day of_____, 20___ (the "**Effective Date**"), by and between:

FirstLight HomeCare Franchising, LLC, a Delaware limited liability company that maintains a principal business address at 7870 East Kemper Road, Suite 400, Cincinnati, Ohio 45249 ("**Franchisor**"); and _____ a [resident of] [corporation organized in] _____ [limited liability company organized in] _____and having offices at _____ [("**Franchisee**")] [("**Transferor**")].

BACKGROUND:

A. Franchisor and Franchisee are party to a Franchise Agreement dated _____ (the "**Franchise Agreement**");

B. Franchisor and Franchisee have agreed, pursuant to the Franchise Agreement, [to renew or extend Franchisee's rights under the Franchise Agreement (the "**Renewal Transaction**")] [to permit a transfer or assignment of _____ pursuant to Section ____ of the Franchise Agreement (the "**Transfer Transaction**")], and in connection with the [Renewal Transaction] [Transfer Transaction], Franchisor and [Franchisee] [Transferor] have agreed to execute this Release, along with such other documents related to the approved [Renewal Transaction] [Transfer Transaction].

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

1. Release. Franchisee [Developer], its officers and directors, its owners, guarantors, and their respective agents, heirs, administrators, successors, and assigns (the "Franchisee Group"), hereby forever release and discharge, and forever hold harmless Franchisor, its current and former affiliates and predecessors, and their respective shareholders, partners, members, directors, officers, agents, representatives, heirs, administrators, successors, and assigns (the "Franchisor Group"), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee [Developer] and/or the Franchisee Group had, have, or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Franchise [Development] Agreement, the relationship created by the Franchise [Development] Agreement, or the development, ownership, or operation of the FirstLight Home Care Franchising Business, excluding only such claims as the Franchisee [Transferor] may have under the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233). The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and

other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Franchise [Development] Agreement or the FirstLight Home Care Business, but only to the extent such liability relates to actions occurring prior to the Effective Date. The Franchisee Group and its owners represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements, or promises described herein.

2. General Terms.

2.1. This Release shall be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns.

2.2. This Release may be signed in counterparts. This Release shall take effect upon its acceptance and execution by each of the parties hereto.

2.3. This Release may be executed in counterparts, and signatures exchanged by fax, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.

2.4. The captions in this Release are for the sake of convenience only, and shall neither amend nor modify the terms hereof.

2.5. The parties agree that all actions arising under this Release must be commenced in the state or federal court of general jurisdiction in Ohio, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. This Release shall be interpreted and construed under the laws of the State of Ohio. In the event of any conflict of law, the laws of the State of Ohio shall prevail (without regard to, and without giving effect to, the application of Ohio conflict of law rules).

2.6. This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.

2.7. No amendment, change, or variance from this Release shall be binding on either party unless in writing and agreed to by all of the parties hereto.

2.8. The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

{Signatures on next page}

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written.

FirstLight HomeCare Franchising, LLC **Franchisor**	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	March 22, 2023
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

(Your copy to keep)

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If FirstLight HomeCare Franchising, LLC offers you a franchise, FirstLight HomeCare Franchising, LLC must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement or make any payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, FirstLight HomeCare Franchising, LLC must provide this Disclosure Document to you 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under New York law, FirstLight HomeCare Franchising, LLC must provide this Disclosure Document to you at the earlier of the first personal meeting or 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under Iowa law, FirstLight HomeCare Franchising, LLC must provide this Disclosure Document to you at the earlier of the first personal meeting or 14 calendar days before you sign any contract or make any payment relating to the franchise relationship.

If FirstLight HomeCare Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency, if one is listed in Exhibit H of this Disclosure Document.

FirstLight HomeCare Franchising, LLC, its CEO/President, Glee McAnanly, and its Executive Director of Franchise Development, Frank Todisco, having principal business offices at 7870 East Kemper Road, Suite 400, Cincinnati, Ohio 45249, and a telephone number of 513-766-8402, is the franchise seller.

Issuance Date: March 22, 2023

State effective dates are listed on the State Effective Dates page of the Disclosure Document. I have received a Disclosure Document dated March 22, 2023, which included the following Exhibits:

A. Financial Statements of FirstLight HomeCare Franchising, LLC
B. FirstLight Home Care Franchise Agreement and Addenda
C. Operations Manual Table of Contents
D. Joint and Several Unconditional Guaranty
E. Non-Disclosure Agreements
F. FirstLight Home Care Web Site Listing Agreement
G. List of FirstLight Home Care Franchisees
H. State Administrators
I. Agents for Service of Process
J. Financing Documents
K. State-Specific Addenda
L. Sample General Release

Date: _____

Signature of Prospective Franchisee, Individually or as an Officer, Partner or Member of:

Sign: _____ Print: _____

Sign: _____ Print: _____

FirstLight Home Care Representative: _____

RECEIPT

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If FirstLight HomeCare Franchising, LLC offers you a franchise, FirstLight HomeCare Franchising, LLC must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement or make any payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, FirstLight HomeCare Franchising, LLC must provide this Disclosure Document to you 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under New York law, FirstLight HomeCare Franchising, LLC must provide this Disclosure Document to you at the earlier of the first personal meeting or 10 business days before you sign any contract or make any payment relating to the franchise relationship. Under Iowa law, FirstLight HomeCare Franchising, LLC must provide this Disclosure Document to you at the earlier of the first personal meeting or 14 calendar days before you sign any contract or make any payment relating to the franchise relationship.

If FirstLight HomeCare Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency, if one is listed in Exhibit H of this Disclosure Document.

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H. State Administrators
I. Agents for Service of Process
J. Financing Documents
K. State-Specific Addenda
L. Sample General Release

Date: _____

Signature of Prospective Franchisee, Individually or as an Officer, Partner or Member of:

Sign: _____ Print: _____

Sign: _____ Print: _____

FirstLight Home Care Representative: _____

Please sign and date this Receipt as of the date that you received the Disclosure Document.