**FRANCHISE DISCLOSURE DOCUMENT**

Senior HealthCare Investments, LLC
a Wyoming limited liability company
12725 SW Millikan Way, Suite 300 Beaverton, OR 97005
Telephone: (800) 298-5140
www. HomeMatters.com
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As a "Home Matters Caregiving" Area Representative, you will solicit franchisees and multi-unit developers for our System, and you must provide on-going assistance to franchisees located within your defined area. Each franchisee of an "Home Matters Caregiving" franchise will license directly from us the right to operate a business providing the public with non-medical in-home personal care and assisted living/residential care placement services.

The total investment necessary to become an Area Representative is from ~~$134~~204,500 to ~~$150~~220,700. This includes $1~~2~~95,000 that must be paid to the franchisor and/or its affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Clayton Foutch at 12725 SW Millikan Way, Suite 300 Beaverton, OR 97005, or call (800) 298-5140.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC, 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date: April ~~20, 2022 As Amended June 23, 2022~~18, 2024**

## How to Use This Franchise Disclosure Document

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

| QUESTION | WHERE TO FIND INFORMATION |
|---|---|
| **How much can I earn?** | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E. |
| **How much will I need to invest?** | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| **Does the franchisor have the financial ability to provide support to my business?** | Item 21 or Exhibit C 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 Home Matters Caregiving 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 Home Matters Caregiving franchisee?** | Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences. |
| **What else should I know?** | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

## Some States Require Registration

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

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

## Special Risks to Consider About *This* Franchise

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

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

2. **Short Operating History**. The franchisor is at an early stage of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

~~4. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.~~

~~5.~~4. **Spouse Liability**. Your spouse must sign a document that makes your spouse liable for your financial obligations under the franchise agreement, even though your spouse has no ownership interest in the business. This guarantee will place both your and your spouse's personal and marital 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.

## TABLE OF CONTENTS

~~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 ..... 4~~
~~ITEM 7: ESTIMATED INITIAL INVESTMENT ..... 6~~
~~ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES ..... 8~~
~~ITEM 9: FRANCHISEE'S OBLIGATIONS ..... 10~~
~~ITEM 10: FINANCING ..... 11~~
~~ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING ..... 11~~
~~ITEM 12: TERRITORY ..... 16~~
~~ITEM 13: TRADEMARKS ..... 17~~
~~ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION ..... 18~~
~~ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS ..... 19~~
~~ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL ..... 19~~
~~ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION ..... 19~~
~~ITEM 18: PUBLIC FIGURES ..... 23~~
~~ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS ..... 23~~
~~ITEM 20: OUTLETS AND FRANCHISEE INFORMATION ..... 24~~
~~ITEM 21: FINANCIAL STATEMENTS ..... 26~~
~~ITEM 22: CONTRACTS ..... 26~~
~~ITEM 23: RECEIPTS ..... 26~~
ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES ..... 1
ITEM 2: BUSINESS EXPERIENCE ..... 3
ITEM 3: LITIGATION ..... 3
ITEM 4: BANKRUPTCY ..... 4
ITEM 5: INITIAL FEES ..... 4
ITEM 6: OTHER FEES ..... 4
ITEM 7: ESTIMATED INITIAL INVESTMENT ..... 6
ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES ..... 8
ITEM 9: FRANCHISEE'S OBLIGATIONS ..... 10
ITEM 10: FINANCING ..... 11

**ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING ..... 11**
**ITEM 12: TERRITORY ..... 16**
**ITEM 13: TRADEMARKS ..... 17**
**ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION ..... 18**
**ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS ..... 19**
**ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL ..... 19**
**ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION ..... 20**
**ITEM 18: PUBLIC FIGURES ..... 24**
**ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS ..... 24**
**ITEM 20: OUTLETS AND FRANCHISEE INFORMATION ..... 25**
**ITEM 21: FINANCIAL STATEMENTS ..... 27**
**ITEM 22: CONTRACTS ..... 28**
**ITEM 23: RECEIPTS ..... 28**

LIST OF EXHIBITS:

A – List of State Franchise Administrators and Agents for Service of Process
B – Area Representative Agreement with Attachments
Attachment 1 – Development Area and Development Schedule
Attachment 2 – Disclosure Acknowledgment Statement
Attachment 3 – Statement of Ownership Interests in Area Representative/Entity
Attachment 4 – Internet Advertising, Social Media and Telephone Account Agreement
Attachment 5 – ~~Spousal Guaranty~~Employee Non-Competition and Non-Disclosure Agreement
Attachment 6~~– Employee Non-Competition and Non-Disclosure Agreement~~
~~Attachment 7~~ – General Release
C – Financial Statements of Senior HealthCare Investments, LLC
D – Operations Manual Table of Contents
E – Outlets as of the date of this Disclosure Document
F – State Addenda
G – Receipt

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

### The Franchisor

Senior HealthCare Investments, LLC ("we", "our" or "us") is a Wyoming limited liability company that was formed on June 2, 2020 and has its principal place of business at 12725 SW Millikan Way, Suite 300 Beaverton, OR 97005. We do business under our corporate name and under our trademark "Home Matters Caregiving-." We will refer to the person who buys this franchise as "you" or "your" throughout this Disclosure Document. If the franchise purchaser is a business entity, "you" or "your" also includes each partner, shareholder and/or other owner of that entity.

We are offering franchises for the operation of businesses operating under the "Home Matters Caregiving" name which will provide the public with non-medical in-home personal care and assisted living/residential care placement services using our distinctive system (the "Business" or "Franchised Business"). We do not own or operate a business of the type being franchised. We have never offered franchises in any other line of business. Apart from offering multi-tiered franchise opportunities, we do not have any other business activities. We began selling franchises in June 2020. Our agents for service of process are listed in Exhibit A.

In this Disclosure Document we offer franchises for area representative opportunities only. We offer single unit franchises and multi-unit developer opportunities in a separate Disclosure Document.

### Our Parents, Predecessors and Affiliates

We have no parent, predecessor or affiliate.

We have an affiliate, Apex Senior Solutions Inc. dba Home Matters Caregiving, an Oregon corporation formed on February 7, 2008. Apex Senior Solutions Inc dba Home Matters Caregiving provides services and training to our franchisees and is the IP owner of the "Home Matters Caregiving" marks. The principal business address is 4875 SW Franklin Ave. Beaverton, OR 97005. Apex Senior Solutions Inc dba Home Matters Caregiving has never offered franchises in this or any other line of business.

### The System

Our system includes a method of providing the public with non-medical in-home personal care and assisted living/residential care placement services; specifications and procedures for operations; procedures for management control; training and assistance; and merchandising, advertising and promotional programs, all of which may be changed, improved and further developed (the "System"). In-home personal care includes housekeeping chores and meal preparation. The assisted living/residential care placement services is the part of our business where we research and find the appropriate live-in care facility to meet the needs of our client when they can no longer safely stay home. We will arrange for the client to tour several facilities so they can make the best decision based on their review of the facilities.

The System is identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including the mark "Home Matters Caregiving", as are now designated and may in the future be designated by us in writing for use with the System (the "Marks").

### Area Representative Agreement

We may offer you an Area Representative Agreement ("Area Representative Agreement"), attached as Exhibit B to this Disclosure Document, to develop multiple Franchised Businesses located within a designated area (the "Development Area") as an Area Representative (described below). The new franchisee or multi-unit developer will enter into an individual Franchise Agreement with us and not you.

As an Area Representative, you do not need to own or operate a Home Matters Caregiving Business in the Development Area.

If you are an Area Representative, you will solicit, recruit, screen and interview prospective franchisees for us. If a prospect you bring to us signs a Franchise Agreement and operates a franchise, you will share in a portion of the initial franchise fees, transfer fees and royalty fees that franchisee pays to us. In addition, you may, in our discretion, share in certain expenses we incur to enforce or defend Franchise Agreements or begin termination proceedings against franchisees in the Development Area.

As an Area Representative, you must comply with all federal and state franchise laws (described below). Your right to solicit franchises for locations in your Development Area is non-exclusive. Therefore, we may recruit prospective franchisees and sell franchises for locations in your Development Area. For any franchises we sell in your Development Area where the franchisee is not brought to us by you, such as if a third-party broker brings the franchisee to us, you will not receive a portion of the initial franchise fee, but you would receive a portion of the royalty fees and any transfer fees paid on account of that franchisee. If you choose to purchase and operate one or more Home Matters Caregiving franchises, you will earn your portion of the initial franchise fee you pay to us for the franchise, and you will earn your portion of any transfer fee paid by you for transferring a franchise.

If a franchise unit (or units) already exists in your Development Area before we sell you an Area Representative franchise, we have a right to exclude that unit or units from the royalty and other fees that are paid to you. If we decide to exclude that or those units in your Development Area, we will reduce the initial fee that we charge you so that it reflects the exclusion of the existing unit(s).

We will rely on you to screen and interview franchisee candidates and to present us with those applicants whom you pre-qualify using our criteria, but we make the final decision on whether we will sell a franchise to the candidates you present. If we approve the candidate, we and the candidate will sign a Franchise Agreement, and you are not a party to that contract. You will provide advertising advice to franchisees in your Development Area according to our guidelines. You must meet with each franchisee in your Development Area periodically to discuss the franchisee's Business and you must respond to franchisee phone calls within 24 hours. You will periodically (at our recommended intervals) conduct quality and procedural inspections at each franchised Business in your Development Area.

**Market and Competition**

You will compete with other franchisors, area representatives, sales brokers and others offering senior home care and placement franchises. The market for home care and placement services is developed and highly competitive.

**Industry Specific Laws**

If you are an Area Representative, then the Federal Trade Commission's Rule on Franchising (16 C.F.R. §436 et seq.) requires you to deliver certain disclosure documents in a prescribed form to prospective franchisees before they purchase a franchise in your Development Area. Depending on your state, there also may be regulations requiring you to provide audited financial statements, to register our franchise disclosure documents with, and/or obtain licensure from, a particular state agency or authority to operate as a franchise broker or solicit prospective franchisees. You cannot offer franchises in a state that requires registration of the franchise opportunity unless we are effectively registered in that state. In the states of California, Hawaii, Illinois, Indiana, Maryland, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin, we are required to register the Disclosure Document before the offer or sale of any franchise. We will provide you with an electronic copy of our applicable Disclosure Document, which you will use to solicit franchises for us.

You must deliver an approved Disclosure Document to each prospective franchisee before any franchise sale and must comply with the requirements of federal and state franchise laws. You and your officers, directors, managers and employees are not our agents and may not contractually obligate us unless we specifically authorize you to do so in writing. Area Representatives do not offer franchises for sale in their territories, but instead, their officers and sales employees operate as our salespersons. Accordingly, in most states, you do not separately register a Disclosure Document. Instead, you deliver a salesman disclosure form along with our Disclosure Document to each prospective franchisee. If your state requires that you must separately register as a broker or seller of franchises, we will assist you in preparing your broker application or Disclosure Document, but you must pay the entire cost of preparing your broker application or Disclosure Document and registering as a broker or a subfranchisor.

In addition to complying with federal and state franchising laws, you must comply with the following industry-specific regulations: (a) federal immigration laws, tax laws, unemployment and workers' compensation laws, employment and discrimination laws, disability laws, environmental laws and product labeling laws; and (b) federal, state and local health, building and zoning codes. The details of federal, state, county and local laws and regulations vary from place to place and you must make sure that you are familiar with these laws. Effective January 1, 2016, unit franchisees in California must comply with the licensure and certification requirements of the Home Care Services Bureau (HCSB).

## ITEM 2: BUSINESS EXPERIENCE

**Jeffrey Giedt — Chief Executive Officer**

Jeffrey has been our Chief Executive Officer since our inception. From 2010 to ~~the present~~April 2020, he served as co-founder of Aventa Senior Care based in Phoenix, Arizona and Endeavor Home Care Group based in Scottsdale Arizona.

**Clayton Foutch — Chief Operating Officer**

Clay has been our Chief Operating Officer since our inception. From 2008 to the present, he served as founder of Apex Senior Solutions Inc. DBA Home Matters Caregiving based in greater Portland, Arizona.

~~**Shannon Arriola**~~**Heidi Rowell – Director of Operations**

Heidi Rowell joined the Home Matters Franchise ~~**Support**~~team in January of 2023 as the Director of Operations. Prior to that, Heidi was hired at Home Matters Caregiving in Beaverton, Oregon as the Executive Director in March of 2022. Prior to that, Heidi worked as the Program Director for the Alzheimer's Association, Oregon Chapter in Lake Oswego, OR from November 2017 to March 2022.

~~Shannon has been our Director of Franchise Success since our inception on June 2, 2020 to present. Primary roles include program development, franchise training and support. 2018-2020: Consultant to Banner Healthcare Corporate in Phoenix, AZ. Primary services provided were community and staff dementia education. 2016-2018: Director of Outreach Education, Banner Research Institute in Sun City, AZ. Primary function was community outreach and dementia education. 1992 to 2020: Owner of Arriola & Associates, Inc. Consulting in Phoenix, AZ to the healthcare industry including senior living facilities, communities, hospitals. Primary services included training and education.~~

~~**Janice Swanner – Director of Care Quality**~~

~~Janice has been our Director of Care Quality since our inception. From 2018 to the present, Ms. Swanner served as Director of Operations for Aventa Trusted Care Homes in Scottsdale, Arizona. Prior to that, she was Director of Operations for Aventa Senior Care in Phoenix, Arizona from May 2017 until December 2018. October 2016 to May 2017 Ms. Swanner served as Client Care Coordinator for Home~~

~~Instead Senior Care Services in Phoenix, Arizona. Mar 2015-Oct 2016 Ms. Swanner served as Director of Patient Care Service for Bridge Home Health and Hospice, San Diego~~ **Jennifer Ellsworth – Franchise Success Coach**

Jennifer Ellsworth joined the Home Matters Franchise team as Franchise Success Coach in April of 2023. Prior to joining Home Matters, Jennifer was the Senior Leasing Director for Liv Generation Pinnacle Peak in Scottsdale, Arizona from June of 2021 through July of 2022. Before that, she was the Director of Community Relations at MorningStar Senior Living in Peoria, Arizona from June 2020 through July 2021. And prior to that, Jennifer worked for A Place For Mom in Scottsdale, AZ as a Senior Living Advisor from April of 2016 through April of 2020.

~~California. Feb 2012- Mar 2015 Ms. Swanner served as Administrator/Director of Patient Care Services for Apreva Hospice and Palliative Care, San Diego California.~~

## ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

## ITEM 4: BANKRUPTCY

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

## ITEM 5: INITIAL FEES

**Area Representative Agreement**

When the Area Representative Agreement is signed, you will pay us an area representative fee equal to ~~$125~~One Hundred and Ninety-Five Thousand Dollars $195,000 for the right to develop up to 25 franchise units in your Development Area. If a franchise unit (or units) already exists in your Development Area before we sell you an Area Representative franchise, we have the right to increase the Area Representative Fee, in an amount to be negotiated between us. If you wish to expand your Development Area and we agree to this, you must pay an additional Area Representative Fee of ~~$.25~~Three and Nine-Tenths Cents ($.039) per person added.

If a franchise unit (or units) already exists in your Development Area before we sell you an Area Representative franchise, we have a right to increase the Area Representative Fee, in an amount to be negotiated between us.

The Area Representative Fee is payable in a lump sum, is not imposed uniformly on all Area Representatives and is not refundable.

If you choose to operate a franchise in the Development Area, you must sign our Franchise Agreement and we will grant you up to ~~three (3~~four (4) franchise units without any initial franchise fee due. If you choose to operate additional franchises in the Development Area, you must sign our then-current Franchise Agreement and pay the then-current initial franchise fee, which is non-refundable, for each additional unit. The initial franchise fee is payable in a lump sum when the Franchise Agreement is signed.

There are no other payments to or purchases from us or any affiliate before your Area Representative Business opens.

## ITEM 6: OTHER FEES

| Type of Fee (1) | Amount | Due Date | Remarks |
|---|---|---|---|
| Local Advertising | $1,500, at minimum | Must be spent monthly | Payable to your local advertising suppliers. Any advertising you wish to use must first be approved by us. |
| Transfer Fee | $25,000 | At the time of transfer | We do not charge a transfer fee for a one-time transfer of your franchise to a corporate entity formed for convenience of franchise ownership. |
| Renewal Fee | $1,000 for each franchise agreement in effect on the last day of the initial Term and for each franchise agreement which becomes effective within sixty (60) days following the expiration of the Term. | Before signing renewal agreement | Payable to us. See Item 17. |
| Insurance Policies | Amount of unpaid premiums | As invoiced | You must use our designated insurance provider, and you must have the policies within 60 days after signing the Area Representative Agreement. If you fail to maintain required insurance coverage and we elect to obtain coverage for you, you must reimburse us for the actual premiums paid on your behalf. |
| Cost of Enforcement or Defense (2) | All costs including attorneys' fees | As invoiced | You will reimburse us for all costs in enforcing your obligations if we prevail. |
| Indemnification | All costs including attorneys' fees; will vary under circumstances | As invoiced | You defend suits at your cost and hold us harmless against suits involving damages resulting from your operation of the Area Representative Business. |

| Type of Fee (1) | Amount | Due Date | Remarks |
|---|---|---|---|
| ~~Clearcare~~ Technology-Software Fee | Minimum of $180 per month for the first 10 client seats and then $~~12~~13 per client seat per month thereafter, plus a one-time set-up fee of $250 | Monthly | Payable to ~~supplier~~us.<br><br>You must allow us to have full access to your ~~Clearcare~~Wellsky software for the purposes of assistance, auditing, monitoring, reporting, and information verification.<br><br>If you fail to maintain the required access to our approved software, we may elect to obtain access for you. If we elect to obtain access for you, you must reimburse us for the actual access fees paid on your behalf. |
| Optional Computer Maintenance | $75 to $150 | Monthly | Payable to supplier. We do not require you to have a maintenance contract for your computer system. |
| Annual Conference | Up to $1,000 per person, plus expenses | Before conference begins | If we offer a conference for our area representatives and franchisees, and if your attendance is mandatory, we may charge a fee up to $1,000 per person. You will be charged this fee regardless of whether you attend the conference. |

**NOTES:**

1. No other fees or payments are to be paid to us, nor do we impose or collect any other fees or payments for any other third party. All fees are uniformly imposed and generally non-refundable. All fees are payable in US dollars. We do not expect to change any fees over which we have control, but we cannot guarantee that the amounts you pay to third parties will not change during the term of your Area Representative Agreement.

2. If we prevail in any action against you to secure or protect our rights under the Area Representative Agreement, or to enforce the terms of the Area Representative Agreement, we will be entitled to recover from you reasonable attorneys' fees, experts' fees, court costs and all other expenses of litigation.

   In addition, if we become a party to any action or proceeding concerning the Area Representative Agreement, or any agreement between us and you, or the Area Representative Business, as a result of any claimed or actual act, error or omission of you or the Area Representative Business, because of statutory, "vicarious", "principal/agent" or other liabilities imposed on us as your franchisor; or if we become a party to any litigation or insolvency proceeding involving you, then you will be liable for our reasonable attorneys' fees, expert fees, and court costs and travel and lodging costs and all other expenses incurred by us in the action or proceeding.

## ITEM 7: ESTIMATED INITIAL INVESTMENT

## YOUR ESTIMATED INITIAL INVESTMENT

| Type of Expenditure | Amount | Method of Payment | When Due | To whom payment is to be made |
|---|---|---|---|---|
| Area Representative Fee (Note 1) | $12~~2~~95,000 | Lump Sum | When Area Representative Agreement is Signed | Us |
| Business Office Lease – 3 months (optional) | $1,500-$3,600 | As incurred | As arranged | Third Parties |
| Vehicle Lease Payments (3 months) (Note 2) | $0 to $2,100 | As incurred | As arranged | Third Parties |
| Office Equipment (Note 3) | $2,500 to $7,500 | As arranged | As arranged | If not Already Owned, to the Supplier You Choose |
| Furniture and Fixtures | $500 to $1,000 | As arranged | As arranged | If not Already Owned, to the Supplier You Choose |
| Travel and Other Expenses While Training | $1,000 to $2,000 | As required | As incurred | Airlines, Hotels, Restaurants |
| Insurance (Note 4) | $1,500 to $2,500 | | | Third Parties |
| Additional Funds (3 months) (Note 5) | $2,500 to $7,000 | As arranged | As arranged | Various |
| **Total** | **$~~134~~204,500 to $~~150~~220,700** | | | |

Amounts payable to us are non-refundable. Amounts payable to others may be refundable based on their policies. We do not offer financing directly or indirectly for any part of the initial investment.

**Notes**:

***1.*** ***Area Representative Fee***. The Area Representative Fee is described in Item 5.

***2.*** ***Vehicle Lease Payments***. If you do not own a vehicle, this estimate includes the approximate monthly lease or payment cost for a vehicle to provide introductions for prospective franchisees at Businesses located in your Development Area and the like.

***3.*** ***Office Equipment***. The office equipment you will need includes a phone system, cell phone, fax machine and a computer.

4. ***Insurance.*** The minimum insurance required is comprehensive general liability insurance, including coverage for personal and advertising injury, in the amount of at least one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate and a medical expense of five thousand dollars ($5,000), or such higher amount as required by state laws; property and casualty insurance in an amount to cover the full replacement value of your equipment, furniture, fixtures, inventory, vehicles and inventory; business interruption insurance in an amount necessary to satisfy your obligations under your franchise agreement and your lease for the Franchise Business for a minimum of 12 months; automobile insurance in the amount of at least a combined single limit for bodily and property damage of at least a one million dollars ($1,000,000), or greater if required by state law; statutory worker's compensation insurance in the limits required by state law; and employer's liability insurance, including coverage for physical/sexual abuse of a minimum of one million dollars ($1,000,000) per incident and a commercial crime bond of at least ten thousand dollars ($10,000). The estimate is for 1 year of liability insurance coverage. If you lease a space for your Area Representative Business, you may need to obtain additional insurance coverages according to the terms of your lease.

5. ***Additional Funds***. This estimate includes such items as initial payroll and payroll taxes, Royalties (as described in this disclosure document), System Marketing Fund Contributions, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, and other miscellaneous items. These estimates do not include any compensation to you nor do they include debt service. ~~These items are by no means all inclusive of the extent of possible expenses.~~ We relied on our experience in operating a non-medical in-home care business in Arizona, and on the experience of our officers, when preparing these estimates. These amounts are the minimum recommended levels to cover operating expenses for the start-up phase of the business, which we calculate will be three months, but we cannot guarantee that this amount will be sufficient. New businesses often generate a negative cash flow. Additional working capital may be needed if sales are low or fixed costs are high. ~~The amounts shown are estimates only and may vary for many reasons including whether you operate from home or from a leased space, actual rental prices in your area, the capabilities of your management team and your business experience and acumen, how closely you follow our methods and procedures, local economic conditions, the local market for our service, the prevailing wage rate, competition, regulatory requirements of your state and other site-specific requirements or regulations, and the sales level reached during the initial period. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise.~~This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after.

## ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

### Standards and Specifications

We have developed standards and specifications for the services you will provide. You must operate your Area Representative Business according to these standards. These standards will guide you in the performance of the products and services provided in operating your Area Representative Business. We will notify you in our Confidential Operations Manual ("Manual") or other communications of our standards and specifications and/or names of approved suppliers (if any). There may be situations where you can obtain items from any supplier who can satisfy our requirements and, therefore, would be considered an approved supplier.

We are not currently an approved supplier for any item or service that we require you to purchase or lease. None of our officers has an ownership interest in any other approved supplier. We have the right to earn a profit from the sale of our ~~Clearcare~~Wellsky Connect Intranet services to our franchisees. If we become a designated or approved supplier, for any service or product, then we will have the right to earn a profit from the sale of those products and services to our franchisees. During the fiscal year ended December

31, 202~~1~~3, we did not earn any revenue from the sale of ~~Clearcare~~Wellsky Connect Intranet services, or of the sale of any other product or service, to our franchisees.

There are no purchasing or distributions cooperatives. We do not receive revenue (such as rebates) from suppliers based on purchases by our area representatives from the suppliers. We do not negotiate price terms with any supplier. We do not provide or withhold material benefits to you (such as renewal rights or the right to open Businesses) based on whether or not you purchase through the sources we designate or approve.

**Required Purchases or Leases**

*Inventory, Fixtures, Supplies, and Vehicle*

Although we require you to have certain equipment (such as a computer and a smart phone), we do not require that you purchase any specific configuration of equipment, software or related items for the operation of your Area Representative Business.

If you determine it is necessary to use a vehicle in the operation of the Area Representative Business, your vehicle must be clean, have no visible rust or body damage, and must be in good working order. We do not require signage for your vehicle. We do not otherwise review or approve any vehicle you propose to use in the Area Representative Business.

*Insurance*

In addition to the purchases or leases described above, you must obtain and maintain, at your own expense, the insurance coverage that we periodically require. We may regulate the types, amounts, terms and conditions of insurance coverage required for your Area Representative Business and standards for underwriters of policies providing required insurance coverage; our protection and rights under the policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims.

You currently must maintain the following minimum insurance coverages: (1) broad form comprehensive general liability coverage against claims for employment practices coverage, bodily and personal injury, death and property damage caused by or occurring in conjunction with the conduct of business by you and broad form contractual liability coverage (including errors and omissions coverage) under one or more policies of insurance containing minimum liability coverage periodically prescribed by us, but in no event in an amount less than $1,000,000 aggregate; this insurance will not have a deductible or self-insured retention in excess of $5,000; and (2) worker's compensation and employer's liability insurance in statutory amounts, unemployment insurance and state disability insurance as required by governing law for your employees. If you lease a space for your Area Representative Business, you may need to obtain additional insurance coverages according to the terms of your lease.

You must maintain all required policies in force during the entire term of the Area Representative Agreement and any renewal terms. We may periodically increase or decrease the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances. Each insurance policy must name us (and, if we request, our directors, employees or shareholders) as additional insureds and must provide us with 30 days' advance written notice of any material modification, cancellation or expiration of the policy. You must purchase your insurance coverages from the insurance carrier(s) that we designate. If you do not obtain the insurance coverages that we require, we may obtain insurance for you and you must reimburse our expenses.

If you choose to purchase a franchise unit, you must also obtain any insurance required by the terms of the Franchise Agreement.

*Computer System*

You must own a computer for use in your Area Representative Business. You will use the computer for preparing presentations to prospective franchisees, as well as for tracking your appointments, email, and similar office functions. If you do not own a computer, you must purchase one from the vendor of your choice. The computer must be connected to the internet, which will facilitate our communications with you. Upgrades to your computer software may be required periodically.

You must have access to and use of ~~Clearcare~~Wellsky Connect Intranet. The intranet includes a library of documents, databases, e-learning tools, webinars and videos, and financial reporting tools. We have the right to earn a profit for providing these services to our franchisees. During the fiscal year ended December 31, 202~~1~~3, we did not earn any revenue for providing these services to our franchisees.

**Approval of Advertising Materials**

Any advertising you choose to conduct to solicit franchise sales in your Development Area must be approved by us before you may use the materials, and the materials may have to be approved by or submitted to a government agency before the advertising materials may be used. Within seven days from the date of receipt by us of the materials, we will notify you whether the materials conform to our standards and requirements and whether the materials, in the opinion of our counsel, must be approved by or submitted to any government agency.

**Proportion of Required Purchases and Leases to All Purchases and Leases**

The cost of the items that you must purchase from us, or from suppliers designated by us represents between 5% and 10% of your total purchases in connection with the establishment of your Area Representative Business. The cost of the items that you must purchase from us, or from suppliers designated by us represents between 5% and 10% of your total purchases in operating your Area Representative Business.

## ITEM 9: FRANCHISEE'S OBLIGATIONS

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

| Obligation | | Article in Area Representative Agreement | Disclosure Document Item |
|---|---|---|---|
| (a) | Site selection and acquisition/ lease | Article 1 | Item 11 |
| (b) | Pre-opening purchases/ lease | Not Applicable | Items 7, 8 and 11 |
| (c) | Site development and other pre-opening requirements | Not Applicable | Item 11 |
| (d) | Initial and ongoing training | Article 3 | Items 7 and 11 |
| (e) | Opening | Article 1 | Item 11 |
| (f) | Fees | Article 1 | Items 5, 6, 7 and 11 |

| Obligation | | Article in Area Representative Agreement | Disclosure Document Item |
|---|---|---|---|
| (g) | Compliance with standards and policies/ operating manual | Article 5 | Items 8, 11, 14 and 16 |
| (h) | Trademarks and proprietary information | Article 6 | Items 13 and 14 |
| (i) | Restrictions on products/services offered | Not Applicable | Item 16 |
| (j) | Warranty and customer service requirements | Not Applicable | Not Applicable |
| (k) | Territorial development and sales quotas | Article 1 | Item 12 |
| (l) | On-going product/service purchases | Not Applicable | Item 8 |
| (m) | Maintenance, appearance and remodeling requirements | Not Applicable | Not Applicable |
| (n) | Insurance | Article 5 | Items 7 and 8 |
| (o) | Advertising | Article 7 | Item 11 |
| (p) | Indemnification | Article 14 | Item 6 |
| (q) | Owner's participation/ management / staffing | Article 5 | Items 11 and 15 |
| (r) | Records and reports | Not Applicable | Item 6 |
| (s) | Inspections and audits | Article 3 | Item 6 |
| (t) | Transfer | Article 8 | Items 6 and 17 |
| (u) | Renewal | Article 2 | Item 17 |
| (v) | Post-termination obligations | Article 12 | Item 17 |
| (w) | Non-competition covenants | Article 10 | Item 17 |
| (x) | Dispute resolution | Article 22 | Item 17 |

## ITEM 10: FINANCING

We do not offer direct or indirect financing to our area representatives. We do not guarantee your note, lease or obligation.

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

**Except as listed below, Senior HealthCare Investments, LLC is not required to provide you with any assistance**.

**Pre-Opening Obligations**. Before you begin operating your Area Representative Business, we will:

1. Grant to you the rights to a Development Area within which you will solicit franchise sales to establish an agreed upon number of Home Matters Caregiving Businesses within the area under separate

Franchise Agreements that you or your affiliates (if you choose to own a Business) or third-party franchisees will sign (Area Representative Agreement – Article 1).

2. We will train you on how to solicit and disclose our franchise disclosure document, and how to screen and qualify potential franchise candidates (Area Representative Agreement – Article 3).

3. If you choose not to operate from your home, we will not approve the office space you have selected from which you will operate the Area Representative Business (Area Representative Agreement – Section 5.4).

**Site Selection and Time to Open**

If you are an Area Representative, we estimate that between one and 90 days will elapse from when you sign the Area Representative Agreement to the opening of your Area Representative Business for business. This time may be shorter or longer depending on the time necessary to obtain financing, to obtain any permits and licenses and to complete preparation for operating the Area Representative Business. We expect that you will operate your Area Representative Business from your home, but you may choose to operate the Area Representative Business from leased office space. If you choose to operate from a leased office space, or if you must operate from a leased office space because your local ordinances do not permit you to operate a home-based business, the leased office space must be located in your Development Area. We expect that your leased office space will be an "executive suite" style of office that will not require any improvements or construction. We do not provide you with site selection criteria because we expect that you will operate from your home. We will not review the office space and we will not approve any office space you want to lease for your Area Representative Business. We will provide the names of approved and/or required suppliers for items needed for your Franchised Business and a list of equipment, signage, supplies and products that will be required to open the Franchised Business. We and our affiliates are not obligated to install any of these items. We will provide written specifications for these items but we will not deliver or install these items.

You must begin operation of your Area Representative Business within 90 days after you sign the Area Representative Agreement.

**Post-Opening Obligations and Optional Assistance**

**Post-Opening Obligations**. During the operation of your Area Representative Business, we will:

1. Pay you 50% of the initial franchise fee that we receive from a franchisee who buys a franchise in your Development Area subject to the following conditions: (a) you find the prospective franchisee and you solicit for, collect preliminary financial and background information, pre-qualify the franchisee using our criteria, and present us with the applicant; (b) both we and the franchisee sign the Franchise Agreement and the franchisee pays us the entire initial franchise fee; (c) the sale is for a new Home Matters Caregiving franchise and is not a resale of an existing franchise by another franchisee; (d) there are no outstanding sale contingencies, such as the initial franchise fee being paid into an escrow account; and (e) you are in compliance with your Area Representative Agreement (Area Representative Agreement – Section 4.1). You will not receive a portion of an initial franchise fee paid to us if you did not solicit the franchise applicant. If you choose to purchase and operate one or more Home Matters Caregiving franchises, you will earn your portion of the initial franchise fee.

2. Pay you 50% of the transfer fees that we receive from a franchisee who transfers a franchise in your Development Area subject to the following conditions: (a) you collect preliminary financial and background information, pre-qualify the franchisee using our criteria, and present us with the applicant; (b) both we and the new franchisee sign the Franchise Agreement and the existing franchisee pays us the entire

transfer fee; (c) there are no outstanding sale contingencies, such as the initial franchise fee being paid into an escrow account; and (d) you are in compliance with your Area Representative Agreement (Area Representative Agreement – Section 4.1). If you own and operate one or more Home Matters Caregiving franchises, and if you transfer one of your franchises, you will earn your portion of the transfer fee.

3. Pay you a portion of the aggregate royalty fees (Currently fifty percent 50%) that we receive from our franchisees in your Development Area where the franchisee was solicited by you. For all franchisees that sign Franchise Agreements with us in your Development Area where the franchisee was solicited by ~~us or our~~a third-party broker~~, you will earn twenty-five percent (25%)~~ or franchise sales organization, a percentage of the aggregate royalty fees paid by these franchisees may be shared with the third-party organization based on your decision to participate with these organizations voluntarily. If a franchise unit (or units) already existed in your Development Area before we sold you an Area Representative franchise, that unit or units will be excluded from the royalty and other fees that are paid to you, unless we agree otherwise. For each franchise unit you own, you must pay the required royalty fee due under the Franchise Agreement and we will remit back to you your share of the royalty fees (Area Representative Agreement – Section 4.2)

4. Collect all initial franchise fees owed to us by franchisees located within your Development Area and provide you with a monthly report by the ~~2~~30th day of each month on the amounts collected during the preceding month, along with the payments due to you from these amounts (Area Representative Agreement – Section 4.3).

5. Provide you with an electronic copy of our applicable and then-current Disclosure Document. We will also provide you with materials for promoting the sale of System franchises and you shall reimburse us for the cost of such materials.
(Area Representative Agreement – Section 3.2).

6. Use our best efforts to promptly process all applications made by prospective franchisees and forwarded to us by you, and not unreasonably withhold our approval of any prospective franchisee, provided the prospect meets our educational, professional, managerial, business, financial, and other qualifications (Area Representative Agreement – Section 3.3).

7. Offer annual conferences for our area representatives and franchisees. We may state that attendance at these annual conferences is mandatory for your and/or your manager. If attendance at the conference is mandatory, we may charge a fee for attending the conference, and you must pay for all of your attendees' expenses while attending the conference, including travel, lodging, meals and wages. We may designate the location for the conference, and we may require that all attendees stay at the host hotel (Area Representative Agreement – Section 5.13).

**Post-Opening Optional Assistance**. During the operation of your Area Representative Business, we may:

1. Conduct inspections of any business premises operated by you and closely monitor your promotional efforts and service efforts, which may include contacting prospective and existing franchisees and monitoring sales presentations by you and your personnel (Area Representative Agreement – Section 3.6).

Advertising

*Area Representative Advertising Fund*

We do not anticipate forming an area representative advertising fund to promote Home Matters Caregiving businesses. You will not be required to participate in, or contribute to, an area representative advertising fund. We do not have an obligation to conduct advertising for the franchise system and we are not obligated to spend any amount on advertising in your Development Area.

*Advertising Cooperatives*

We do not anticipate forming or approving the formation of area representative advertising cooperatives.

*Local Advertising*

We require you to conduct local advertising in your Development Area to solicit prospective franchisees, and you must spend at least $1,500 each month on local advertising. You must submit to us (by mail, return receipt requested, by email, or by fax), for our prior written approval, samples of all advertising and promotional plans and materials, and all other materials displaying the Marks, that you wish to use and that have not been prepared by or previously approved by us. Within seven days from the date of receipt by us of the materials, we will notify you whether the materials conform to our standards and requirements and whether the materials, in the opinion of our counsel, must be approved by or submitted to any government agency. If you are notified by us that the materials conform to our standards and requirements and must be approved or submitted, we will submit the materials for you. We will advise when and if the materials are approved or disapproved, or if the use of the materials otherwise become permissible under law, such as if notice of disapproval is not received from a governmental agency within a stated period of time prescribed by law.

Websites (as defined below) are considered "advertising" under the Area Representative Agreement, and are subject to our review and prior written approval before they may be used (as described above). As used in the Area Representative Agreement, the term "Website" means an interactive electronic document contained in a network of computers linked by communications software that you operate or authorize others to operate and that refers to the Home Matters Caregiving Business, Marks, us, or the System. The term Website includes internet and world wide web home pages. You are not permitted to create your own Website for your Area Representative Business without our approval, which we are not required to provide.

We provide each Area Representative with a proprietary Website which is customizable to fit their respective business plans and/or local cultures. If you receive approval to develop a separate website, it must be linked to our official proprietary Website, and all Website quality standards, contents, programs, and links to your separate website must be approved by us. Once your website is approved, any future changes must be submitted to us for further approval. Our official Website Uniform Resource Locator (URL) cannot be forwarded to a separate website; and your website must be edited and customized to market to your Development Area.

*Pricing*

We assist each Area Representative with local market research and guidance with suggested pricing. We do not mandate a specific price or price range for your services.

*Advisory Council*

There is presently no council composed of area representatives that advises us on any matters, but we may create one or more advisory councils made up of area representatives and our representatives to advise us on matters relating to the System and Home Matters Caregiving Businesses in general. We may form, merge, change or dissolve any advisory council at any time. Area representative participants may be chosen by us or by other area representatives in the System. All participants on an advisory council must pay any expenses they incur, such as travel and living expenses to attend council meetings.

**Computer Systems and Software**

You must have a mobile telephone, a business telephone, an operating fax machine, email address and a computer for the Area Representative Business. We currently do not specify the make, model or configuration of any of the required equipment, as long as the equipment provides you with the functionality that we require. Your computer will provide you with the following functions: preparing presentations to prospective franchisees, as well as for tracking your appointments, email, and similar office functions.

~~You~~Currently, you must use ~~G-Suite~~Google Workspace tools at $~~6~~7.20/month per user for emails and other related tools or the designated provider as outlined in the operations manual.

The mobile phone number, the business phone number, the fax number and email address must be given to each franchisee in your Development Area and to us. If you do not own a computer, you may purchase your computer system from any vendor, and we estimate that the initial cost of your computer system will be from $1,000 to $3,000. We strongly recommend, but do not require, that you obtain an on-site maintenance contract for your computer system's hardware. The cost will depend, in part, on the services you choose and the length of the contract. Some maintenance contracts average $75 to $150 per month. You must use the ~~Clearcare~~Wellsky Software we specify, and ongoing fees will apply at a minimum of $18~~0~~0 per month or $~~10~~13 per client, whichever is greater. The ~~Clearcare~~Wellsky Software also has an initial setup fee of $250. The ~~Clearcare~~Wellsky intranet includes a library of documents, databases, e-learning tools, webinars and videos, and financial reporting tools. ~~You also have mapping options including MapQuest® and Google Maps®.~~ You will begin paying this fee 60 days after signing the Franchise Agreement and/or Multi-Unit Development Agreement. ~~Clearcare intranet includes a library of documents, databases, e-learning tools, webinars and videos, and financial reporting tools. You will begin paying this fee 60 days after signing the Area Representative Agreement.~~

You must have a highspeed internet service with internet access and email. We will use these methods to communicate with our area representatives. We will have unlimited, independent access to your computer system at all times during the term of your Area Representative Agreement, and you must make sure that we have this access, at your expense. We may download any information and data relating to your Area Representative Business from your computer, with no compensation to you, and there is no contractual limitation on our access to or use of the information and data we obtain. You are responsible for entering the data into your computer during the initial phase of your Area Representative Business.

There are no specific contractual obligations limiting the frequency or cost of your obligation to acquire upgrades and updates or to replace obsolete or worn out hardware or equipment, and there are no specific contractual limitations on our ability to require you to purchase these upgrades, updates or replacements. Neither we nor any affiliate of ours will provide you with any updates, upgrades or maintenance for your computer system.

**Operations Manual**

Attached to this Disclosure Document as Exhibit D is the Table of Contents of the Confidential Operations Manual. Our Confidential Operations Manual includes approximately 19 pages.

**Training Programs**

As an Area Representative, you must attend our mandatory area representative training program at our headquarters, or by phone (up to one day of training). The length of time each person will spend at this training will vary based on the individual's previous experience. Our area representative training program will consist of teaching you how to solicit franchise sales and other aspects of conducting your Area Representative Business. The cost of the area representative training is included in your Area Representative Fee, but you must pay all of your expenses while attending the training program, including travel, lodging and meals.

The training program will be held on an as-needed basis. The materials we use in our initial training program include our Manual and any other materials that we believe will benefit our area representatives in the training process. You must complete the training to our satisfaction 30 days before opening your Area Representative Business. If you fail to complete the training program to our satisfaction, we may elect to terminate the Area Representative Agreement and keep the entire initial fee.

**TRAINING PROGRAM – AREA REPRESENTATIVE**

| Subject | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|---|---|---|---|
| How to solicit, sell and close franchise sales | Will vary, based on previous experience of the individuals being trained. There is a minimum of (6) six hours. | 0 | Portland, Arizona or by phone |

Clayton Foutch oversees our training program. In addition to Mr. Foutch, we may rely on the expertise of certain of our employees or our consultants to provide training on specific areas. Mr. Foutch has worked with the Franchisor since inception on June 2, 2020 and has ~~13~~14 years experience as founder and president of Home Matters Caregiving, a home care agency in the great Portland Arizona market in the subjects of business development, staff management, client management, caregiver training and field work. The minimum experience of the instructors in the field that is relevant to the subject taught and our operations is from 5 to 10 years.

*Additional Training Programs*

We do not anticipate requiring our area representatives to attend additional training programs, but we may offer annual conferences to our area representatives and franchisees. We may require you and/or your manager to attend an annual conference. If attendance at the conference is mandatory, we may charge a fee of up to $1,000 per person for attending the conference, and you must pay for all of your attendees' expenses while attending the conference, including travel, lodging, meals and wages. We may designate the location for the conference, and we may require that all attendees stay at the host hotel, but we will not designate an unreasonably expensive location.

## ITEM 12: TERRITORY

Under the Area Representative Agreement, we grant you the right to solicit a number of Home Matters Caregiving Businesses in the Development Area. The Development Area is typically described in terms of county boundaries or contiguous ZIP codes, and the actual size of the Development Area will be the number of units to be developed, currently twenty-five 25 units with a minimum population of 200,000 people for each unit.

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

During the term of your Area Representative Agreement, and provided that you are not in default of your Area Representative Agreement, we will not grant area representative rights to anyone other than to you in the Territory and will not grant franchises to anyone other than to you or to anyone solicited by

you in the in your Territory. However, notwithstanding this limited protection right we grant to you, we reserve all rights to sell our products and services under the Marks in your Territory through alternative distribution channels, as discussed below. You must comply with your development schedule; otherwise, you will be in default of your Area Representative Agreement. Your Territory remains the same even if the population and/or household incomes change during the term of your Area Representative Agreement. Your Area Representative Agreement does not grant you any option, right of first refusal or any other similar right to acquire additional franchises.

We and our third-party brokers will retain the right to solicit qualified franchisees both inside and outside your Development Area. You will not share in a portion of the initial franchise fees for these franchisees' Businesses, but you will share in a portion of the royalty and transfer fees associated with the Businesses located inside your Development Area.

Your territorial rights do not include (a) any right to sell products or services at any location or through any other channels or methods of distribution, including the internet (or any other existing or future form of electronic commerce), (b) any right to sell products to any person or entity for resale or further distribution, (c) any right to exclude, control or impose conditions on our development of future franchised, company or affiliate owned Businesses at any time or at any location outside the Development Area, or (d) any right to provide services to franchisees outside the Development Area. Your territorial rights are not dependent upon your achievement of a certain sales volume, market penetration, franchisee sales or any other contingency, except that you must comply with your Development Schedule for the development and soliciting to the designed number of prospective franchisees in the Development Area.

We expect you to sell one qualified franchise in your Development Area within eighteen (18) months after the date the Area Representative Franchised Business opens; thereafter, one (1) qualified franchise sale each twelve (12) month period until you have sold seventy percent (70%) of your required Development Schedule. Qualified franchises may include franchise units you choose to own and operate. If you are in good standing at the end of your auto-renewal terms and have met all contractual obligations for further renewals, then we and you will enter into the then-current Area Representative Agreement that we are offering new Area Representatives at that time, including a new Development Schedule.

Except as expressly limited by the Area Representative Agreement, we retain all rights with respect to Franchised Businesses, the Marks, the sale of products and services anywhere in the world including the right to (a) establish either a company-owned or franchised Home Matters Caregiving Business in the Development Area, (b) distribute products under the Marks through outlets other than Franchised Businesses, (c) sell any products through any distribution channel or method within or outside the Development Area or under any trademarks other than the Marks, and (d) sell franchises within your Development Area. We do not have to pay you if we solicit or accept orders from inside your territory.

We have the right to terminate your territorial rights if you or your controlled affiliates are not in full compliance with all of the terms and conditions of the Area Representative Agreement and any Franchise Agreements signed between you or a controlled affiliate and us. In addition, upon the expiration of the term of the Area Representative Agreement, your rights under the Area Representative Agreement with respect to soliciting and developing franchises within the Development Area will terminate and we will have the right to operate and to grant to others development rights and franchises to develop and operate Businesses within the Development Area.

Except for any other franchise program that we may develop in the future, neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned facilities which provide similar products or services under a different trade name or trademark, but we have the right to do so in the future, without first obtaining your consent.

## ITEM 13: TRADEMARKS

Apex Senior Solutions Inc. is the owner of the Marks. The Franchise Agreement will license to you the right to operate your Franchised Business under the Home Matters Caregiving Marks, as described below (the "Principal Marks").

We have filed an application for registration of the following Principal Marks on the Principal Register of the United States Patent and Trademark Office:

| Mark | Serial Number | Application Date | Registration Number | Registration Date |
|---|---|---|---|---|
| Home Matters Caregiving | 90731387 | May 24, 2021 | 6744702 | May 31, 2022 |
| Home Matters Caregiving | 90731389 | May 24, 2021 | 6860958~~Pending~~ | September 27, 2022~~Pending~~ |

We have filed the required affidavits for the above marks related to incontestability and use in commerce.

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally-registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Principal Marks or other Marks. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of the Principal Marks or other Marks. We have the right to control any administrative proceedings or litigation involving the Principal Marks or other Mark licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

We reserve the right to substitute different Marks if we can no longer use the current Marks, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, including the Principal Marks, or to use one or more additional or substitute Marks.

You must not directly or indirectly contest our right to the Principal Marks or other Marks.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the Marks. There is no pending infringement, opposition or cancellation. There is no pending material federal or state court litigation involving the Principal Marks or other Marks. There are no currently effective agreements that significantly limit our rights to use or license the use of the Principal Marks or other Marks in a manner material to the franchise.

As of the date of this Disclosure Document, we know of no superior prior rights or infringing uses that could materially affect your use of the Principal Mark.

## ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

### Patents and Copyrights

There are no patents or pending patents that are material to the franchise. We own certain copyrights in the Confidential Operations Manual, marketing materials and other copyrightable items which are part of the System. While we claim common-law copyrights in these and similar items, we have not registered

these copyrights with the United States Registrar of Copyrights and need not do so to protect them. You may use these items only as we specify while operating your Area Representative Business and must stop using them if we direct you to do so. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

There currently are no effective determinations of the Patent and Trademark Office, the Copyright Office (Library of Congress), or any court regarding any of the copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us, which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend any patent, trademark, or copyright.

You must promptly tell us when you learn about unauthorized use of our proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate. We are not obligated to indemnify you for losses brought by a third party concerning your use of this information, but we will take all steps we think are appropriate to protect our copyright in the Manual.

**Confidential Information**

We possess certain confidential information including the methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the operation and franchising of the System (the "Confidential Information"). We will disclose certain of the Confidential Information to you during the training programs, in the Manual and in guidance furnished to you during the term of the Area Representative Agreement. Any and all information, knowledge, know-how, techniques and other data which we designate as confidential will be deemed confidential for purposes of your Agreement.

Examples of confidential information includes: (1) site selection and design specifications; (2) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Home Matters Caregiving Businesses; (3) marketing and advertising programs for Franchised Businesses and area representatives; (4) knowledge of specifications for and suppliers of, and methods of ordering, certain materials, equipment and supplies; (5) knowledge of the operating results and financial performance of Franchised Businesses other than your Area Representative Business; (6) terms of the Area Representative Agreement; (7) the Manual; (8) graphic designs and related intellectual property; (9) customer lists and information; and (10) our intranet.

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

Under the Area Representative Agreement, we have the right to require you to personally perform all Area Representative functions. We may permit you to perform your duties through field representatives, who must be approved by us and must complete our training. The field representative is not required to possess equity interest in the franchised business. If your relationship with a field representative terminates, you must promptly designate a replacement acceptable to us who must, at your expense, satisfactorily complete training. You must hire and maintain the number and level of personnel required for the conduct of business under the Area Representative Agreement. You must make sure that personnel are properly trained to perform their duties.

Your personnel who will have access to our proprietary and Confidential Information and training must sign our Non-Disclosure/Non-Competition Agreement, which is attached to our Area Representative Agreement as Attachment 6. If your Area Representative Business is owned by an entity, all owners of the entity must personally sign the Area Representative Agreement as a Principal.

## ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Unless you also sign an individual Franchise Agreement with us, you have no right to sell any goods or services from, at, or through your Area Representative Business. You will have the right to solicit prospective franchisees only within your Development Area.

## ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

### THE AREA REPRESENTATIVE RELATIONSHIP

**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.**

| Provision | Article in Area Representative Agreement | Summary |
|---|---|---|
| a. Length of the franchise term | Article 2 | Ten years |
| b. Renewal or extension of the term | Article 2 | Unlimited ten-year renewals |
| c. Requirements for area representative to renew or extend | Article 2 | If you are in compliance with Area Representative Agreement, give notice, sign then-current Area Representative Agreement, pay us a renewal fee equal to a renewal fee equal to $1,000 per franchise agreement in effect in the Territory on the last day of the Term and each franchise agreement which becomes effective within sixty (60) days following the end of the initial Term, sign release, comply with the then-current qualifications and requirements.<br><br>You may be asked to sign a contract with materially different terms and conditions than your original contract, but the boundaries of your territory will remain the same, and the fees on renewal will not be greater than the fees that we then impose on similarly situated renewing area representatives. |
| d. Termination by area representative | Not applicable | You may seek to terminate your Area Representative Agreement on any ground permitted by law. |

| Provision | Article in Area Representative Agreement | Summary |
|---|---|---|
| e. Termination by franchisor without cause | Article 8.~~10~~1 | ~~We or~~In the event of a purchase of the System, such purchaser ~~of the Home Matters Caregiving franchise system~~ may~~, at any time,~~ elect to purchase your ongoing ~~C~~commissions and terminate ~~the Area Representative~~this Agreement for an amount ~~equal~~computed using the same ratio of revenue to ~~five (5) times your Commissions from~~purchase price applied to calculate the ~~last twelve (12) months.~~purchase price of the System. |
| f. Termination by franchisor with cause | Article 11 | We can terminate if you commit any one of several listed violations |
| g. "Cause" defined – curable defaults | Article 11 | Any default that is deemed to be curable, and not included as a non-curable default |
| h. "Cause" defined – non-curable defaults | Article 11 | Includes filing for bankruptcy, assignment for the benefit of creditors or lease termination, felony or other crime conviction, repeated defaults, within a 12-month period, failure to meet Development Schedule, failure to comply with any requirements imposed by the Area Representative Agreement, termination of a Franchise Agreement between you and us, unauthorized transfer |

| Provision | Article in Area Representative Agreement | Summary |
|---|---|---|
| i. Area representative's obligations on termination/ non-renewal | Article 12 | Obligations include stop operating business; stop soliciting new franchisees; stop using confidential methods, procedures and techniques; stop using the Marks and distinctive forms, slogans, signs, advertising materials, stationery, forms, symbols, and devices associated with system; cancel any assumed name or equivalent registration which contains the mark " Home Matters Caregiving " or any other service mark or trademark and furnish us with evidence of cancellation; de-identification and payment of amounts due; pay all damages, costs, expenses and attorney's fees incurred by us as a result of a default or injunctive relief or other relief for enforcement of any provisions; turn over to us all materials related to operating the business |
| j. Assignment of contract by franchisor | Article 8 | No restriction on our right to transfer |
| k. "Transfer" by area representative – defined | Article 8 | Transfer all or substantially all of the assets of your business |
| l. Franchisor approval of transfer by area representative | Article 8 | We have the right to approve transfers |
| m. Conditions for franchisor approval of transfer | Article 8 | No sales in the first year. Includes payment of money owed, non-default, sign release, transferee qualifications, sign new agreement, refurbishment and payment of the transfer fee; must attend and complete our Area Representative training class; you must train the transferee/assignee for two months before and two months after transfer |
| n. Franchisor's right of first refusal to acquire area representative's business | Article 8 | We can match any offer |

| Provision | Article in Area Representative Agreement | Summary |
|---|---|---|
| o. ~~Franchisor's option~~Option to purchase area representative's business | Article 8.~~10~~1 | ~~We or~~In the event of a purchase of the System, such purchaser ~~of the Home Matters Caregiving franchise system~~ may~~, at any time,~~ elect to purchase your ongoing ~~C~~commissions and terminate ~~the Area Representative~~this Agreement for an amount ~~equal~~computed using the same ratio of revenue to ~~five (5) times your Commissions from~~purchase price applied to calculate the ~~last twelve (12) months.~~ purchase price of the System. |
| p. Death or disability of area representative | Article 8 | Interest must be transferred to an approved party within 12 months |
| q. Non-competition covenants during the term of the franchise | Article 10 | Includes prohibition on owning or operating business which sells similar services. These provisions are subject to state law. |
| r. Non-competition covenants after the franchise is terminated or expires | Article 10 | Includes prohibition on owning or operating business which sells similar services for two years and located within 100 miles of any unit in the System. These provisions are subject to state law. |
| s. Modification of the agreement | Article 23 | Must be in writing by both parties |
| t. Integration/merger clause | Article ~~20~~19 | Only the terms of the Area Representative Agreement are binding (subject to state law). Nothing in the agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document. Any representations or promises outside the Franchise Disclosure Document and Area Representative Agreement may not be enforceable. |
| u. Dispute resolution by arbitration or mediation | Article 22 | Except for certain claims, all disputes must be arbitrated in Arizona subject to state law. |
| v. Choice of forum | Article 22 | Arizona, subject to state law |
| w. Choice of law | Article 21 | Arizona law applies generally, subject to state law |

## ITEM 18: PUBLIC FIGURES

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

## ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Clayton Foutch at 12725 SW Millikan Way, Suite 300 Beaverton, OR 97005 or call (800) 298-5140, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1**
**Systemwide Outlet Summary**
**For years 20219 through 20213**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---|---|---|---|---|
| Area Representatives | 20219 | 03 | 05 | 0+2 |
| | 20202 | 05 | 38 | +3 |
| | 20213 | 38 | 511 | +23 |
| Company-Owned | 20219 | 1 | 1 | 0 |
| | 20202 | 1 | 1 | 0 |
| | 20213 | 1 | 1 | 0 |
| **Total Outlets** | **20219** | **14** | **16** | **0+2** |
| | **20202** | **16** | **49** | **+3** |
| | **20213** | **49** | **612** | **+23** |

**Table No. 2**
**Transfers of Outlets from Area Representatives to New Owners (other than the Franchisor)**
**For years 20219 through 20213**

| State | Year | Number of Transfers |
|---|---|---|
| Louisiana | 20219 | 01 |
| | 20202 | 0 |
| | 20213 | 10 |
| **Total** | **20219** | **01** |
| | **20202** | **0** |
| | **20213** | **10** |

**Table No. 3**
**Status of Area Representatives**
**For years 20219 through 20213**

| Col 1 State | Col 2 Year | Col 3 Outlets at Start of Year | Col 4 Outlets Opened | Col 5 Termina-tions | Col 6 Non-Renewals | Col 7 Reacquired by Franchisor | Col 8 Ceased Operations – Other Reasons | Col 9 Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| California | 20219 | 0 | 01 | 0 | 0 | 0 | 0 | 01 |
| ~~Nevada*~~ | 20202 | 01 | 10 | 0 | 0 | 0 | 0 | 1 |
| | 20213 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Connecticut*~~Georgia~~ | 20201 | 0 | 10 | 0 | 0 | 0 | 0 | 10 |

| Col 1<br>State | Col 2<br>Year | Col 3<br>Outlets at Start of Year | Col 4<br>Outlets Opened | Col 5<br>Termina-tions | Col 6<br>Non-Renewals | Col 7<br>Reacquired by Franchisor | Col 8<br>Ceased Operations – Other Reasons | Col 9<br>Outlets at End of the Year |
|---|---|---|---|---|---|---|---|---|
| | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Georgia | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Louisiana* | 202~~0~~1 | ~~0~~1 | ~~1~~0 | 0 | 0 | 0 | 0 | 1 |
| | 202~~1~~2 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| ~~California~~ | 202~~0~~3 | ~~0~~1 | 0 | 0 | 0 | 0 | 0 | ~~0~~1 |
| Nevada* | 2021 | ~~0~~1 | ~~1~~0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| New Hampshire* | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| North Carolina | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Ohio | 202~~0~~1 | 0 | ~~0~~1 | 0 | 0 | 0 | 0 | ~~0~~1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| Oregon* | 2021 | 0 | ~~1~~0 | 0 | 0 | 0 | 0 | ~~1~~0 |
| | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Pennsylvania | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Totals** | **202~~1~~9** | **~~0~~3** | **~~0~~2** | **0** | **0** | **0** | **0** | **~~0~~5** |
| | **202~~0~~2** | **~~0~~5** | **3** | **0** | **0** | **0** | **0** | **~~3~~8** |
| | **202~~1~~3** | **~~3~~8** | **~~2~~3** | **0** | **0** | **0** | **0** | **~~5~~11** |

*These Area Representatives have partial territories in other states as well.

**Table No. 4**
**Status of Company-Owned Outlets**
**For years 20219 through 20213**

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of the Year |
|---|---|---|---|---|---|---|---|
| Oregon | 20219 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 20202 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 20213 | 1 | 0 | 0 | 0 | 0 | 1 |
| **Total** | **20219** | **1** | **0** | **0** | **0** | **0** | **1** |
| | **20202** | **1** | **0** | **0** | **0** | **0** | **1** |
| | **20213** | **1** | **0** | **0** | **0** | **0** | **1** |

**Table No. 5**
**Projected Openings as of December 31, 20213**

| State | Area Representative 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 |
|---|---|---|---|
| Texas | 0 | 1 | 0 |
| **Total** | **0** | **1** | **0** |

list of the names of all area representatives and the addresses and telephone numbers of their businesses are provided in Exhibit E to this Disclosure Document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every area representative who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Area Representative Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit E to this Disclosure Document when applicable. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not had any franchisees or area representatives sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Home Matters Caregiving System.

There are no trademark-specific organizations formed by our franchisees or area representatives that are associated with the Home Matters Caregiving System.

## ITEM 21: FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit DC are our audited financial statements. The franchisor has not been in business for three years or more and cannot include all the financial statements required by

the Rule for its last three fiscal years. We have audited financial statements from inception (June 2, 2020) to December 31, 2020~~0~~1, and audited financial statements for the period ending December 31, ~~2021~~2022 and 2023 as well as our unaudited balance sheet and profit and loss statement as of August 31, 2024.

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Our fiscal year end is December 31st.

## ITEM 22: CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in Exhibit B. These include our Area Representative Agreement and all attachments to it ~~(~~as follows:

ATTACHMENTS
1 – Development Area and Development Schedule~~,~~
2 – Disclosure Acknowledgment Statement, ~~Telephone,~~Page 31
3 – Statement of Ownership Interests in Area Representative/Entity
4 – Internet~~, and~~ Advertising, Social Media ~~Listing Assignment~~and Telephone Account Agreement~~, Spousal Guaranty, Confidentiality~~
5 – Employee Non-Competition and Non-~~Compete~~Disclosure Agreement~~, and~~
6 – General Release~~).~~

## ITEM 23: RECEIPTS

A receipt in duplicate is attached to this Disclosure Document as Exhibit G. You should sign both copies of the receipt. Keep one copy for your own records and retain the other for your records.

**EXHIBIT A**

**AGENCIES/AGENTS FOR SERVICE OF PROCESS**

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

| State | State Agency | Agent for Service of Process |
|---|---|---|
| CALIFORNIA | Commissioner of the Department of Financial Protection and Innovation<br>Department of Financial Protection and Innovation<br>320 West 4th Street, Suite 750<br>Los Angeles, CA 90013<br>(213) 576-7505<br>Toll-free (866-275-2677) | Commissioner of the Department of Financial Protection and Innovation |
| CONNECTICUT | State of Connecticut<br>Department of Banking<br>Securities & Business Investments Division<br>260 Constitution Plaza<br>Hartford, CT 06103-1800<br>(860) 240-8230 | Banking Commissioner |
| HAWAII | Business Registration Division<br>Department of Commerce and Consumer Affairs<br>335 Merchant Street, Room 203<br>Honolulu, HI 96813<br>(808) 586-2722 | Commissioner of Securities of the State of Hawaii |
| ILLINOIS | Office of Attorney General<br>Franchise Division<br>500 South Second Street<br>Springfield, IL 62706<br>(217) 782-4465 | Illinois Attorney General |
| INDIANA | Indiana Secretary of State<br>Securities Division<br>302 West Washington St., Room E-111<br>Indianapolis, IN 46204<br>(317) 232-6681 | Indiana Secretary of State<br>201 State House<br>Indianapolis, IN 46204 |
| MARYLAND | Office of the Attorney General<br>Division of Securities<br>200 St. Paul Place<br>Baltimore, MD 21202-2020<br>(410) 576-6360 | Maryland Securities Commissioner<br>200 St. Paul Place<br>Baltimore, MD 21202-2020<br>(410) 576-6360 |
| MICHIGAN | Michigan Department of Attorney General<br>Consumer Protection Division<br>Antitrust and Franchise Unit<br>670 Law Building<br>Lansing, MI 48913<br>(517) 373-7117 | Michigan Department of Commerce, Corporations and Securities Bureau |
| MINNESOTA | Minnesota Department of Commerce<br>85 7th Place East, Suite 280<br>St. Paul, MN 55101-2198<br>(651) 539-1500 | Minnesota Commissioner of Commerce |

| State | State Agency | Agent for Service of Process |
|---|---|---|
| NEW YORK | Office of the New York State Attorney General<br>Investor Protection Bureau, Franchise Section<br>28 Liberty Street, 21st Floor<br>New York, NY 10005<br>~~(~~212~~) -~~416-82~~11~~22 Phone<br>~~(212) 416-6042 Fax~~ | Attention: New York Secretary of State<br>New York Department of State<br>One Commerce Plaza<br>99 Washington Avenue, 6th Floor<br>Albany, NY 11231-0001<br>(518) 473-2492 |
| NORTH DAKOTA | North Dakota Securities Department<br>600 East Boulevard, 5th Floor<br>Bismarck, ND 58505-0510<br>(701) 328-4712 | North Dakota Securities Commissioner |
| ARIZONA | Department of Consumer and Business Services<br>Division of Finance and Corporate Labor and Industries Building<br>Salem, Arizona 97310<br>(503) 378-4387 | Director of the Department of Consumer and Business Services |
| RHODE ISLAND | Department of Business Regulation<br>Division of Securities<br>1511 Pontiac Avenue, Building 69-1<br>Cranston, RI 02920<br>(401) 462-9585 | Director of Rhode Island Department of Business Regulation |
| SOUTH CAROLINA | SC Secretary of State's Office<br>Attn: Business Opportunities<br>1205 Pendleton Street, Suite 525<br>Columbia, SC 29201<br>(803) 734-0367 | Registered Agents, Inc.<br>6650 Rivers Ave, Suite 100 |
| SOUTH DAKOTA | Division of Insurance<br>Securities Regulation<br>124 South Euclid, Suite 104<br>Pierre, SD 57501<br>(605) 773-3563 | Director of Insurance-Securities Regulation |
| VIRGINIA | State Corporation Commission<br>Division of Securities and Retail Franchising<br>1300 East Main Street, 9th Floor<br>Richmond, VA 23219<br>(804) 371-9051 | Clerk of State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, VA 23219<br>(804) 371-9733 |
| WASHINGTON | Department of Financial Institutions<br>~~Securities Division~~<br>~~P.O.~~PO Box ~~903~~41200<br>Olympia, WA ~~98507-903~~98504-1200<br>~~-~~(360) 902-8760 | Director of Washington Financial Institutions<br>Securities Division<br>150 Israel R~~oad,~~ SW<br>Tumwater, WA 98501<br>-6456 |
| WISCONSIN | Wisconsin Securities Commissioner<br>Securities and Franchise Registration<br>345 W. Washington Avenue<br>Madison, WI 53703<br>(608) 266-8559 | Commissioner of Securities of Wisconsin |

**EXHIBIT B**

**AREA REPRESENTATIVE AGREEMENT**

**SENIOR HEALTHCARE INVESTMENTS, LLC**

**AREA REPRESENTATIVE AGREEMENT**

**TABLE OF CONTENTS**


~~ARTICLE 1: APPOINTMENT AND INITIAL FEE ..... 3~~
~~ARTICLE 2: TERM AND RENEWAL ..... 4~~
~~ARTICLE 3: OUR DUTIES ..... 5~~
~~ARTICLE 4: COMPENSATION PAYABLE TO YOU ..... 6~~
~~ARTICLE 5: YOUR DUTIES ..... 7~~
~~ARTICLE 6: MARKS ..... 11~~
~~ARTICLE 7: ADVERTISING ..... 12~~
~~ARTICLE 8: TRANSFER OF INTEREST ..... 13~~
~~ARTICLE 9: CORPORATE REQUIREMENTS ..... 16~~
~~ARTICLE 10: COVENANTS ..... 16~~
~~ARTICLE 11: DEFAULT AND TERMINATION ..... 17~~
~~ARTICLE 12: OBLIGATIONS UPON TERMINATION OR EXPIRATION ..... 18~~
~~ARTICLE 13: TAXES AND INDEBTEDNESS ..... 19~~
~~ARTICLE 14: INDEPENDENT CONTRACTOR AND INDEMNIFICATION ..... 20~~
~~ARTICLE 15: APPROVALS AND WAIVERS ..... 22~~
~~ARTICLE 16: NOTICES ..... 22~~
~~ARTICLE 17: RELEASE OF PRIOR CLAIMS ..... 23~~
~~ARTICLE 18: DISCLOSURE STATEMENT AND DISCLAIMER ..... 23~~
~~ARTICLE 19: ENTIRE AGREEMENT ..... 24~~
~~ARTICLE 20: SEVERABILITY AND CONSTRUCTION ..... 24~~
~~ARTICLE 21: APPLICABLE LAW ..... 25~~
~~ARTICLE 22: ARBITRATION ..... 25~~
~~ARTICLE 23: CHANGES AND MODIFICATIONS ..... 27~~
~~ARTICLE 24: ACKNOWLEDGMENTS ..... 28~~
ARTICLE 1: APPOINTMENT AND INITIAL FEE ..... 3
ARTICLE 2: TERM AND RENEWAL ..... 5
ARTICLE 3: OUR DUTIES ..... 6
ARTICLE 4: COMPENSATION PAYABLE TO YOU ..... 6
ARTICLE 5: YOUR DUTIES ..... 8
ARTICLE 6: MARKS ..... 12
ARTICLE 7: ADVERTISING ..... 14

**ARTICLE 8: TRANSFER OF INTEREST** ..... **15**
**ARTICLE 9: CORPORATE REQUIREMENTS** ..... **17**
**ARTICLE 10: COVENANTS** ..... **17**
**ARTICLE 11: DEFAULT AND TERMINATION** ..... **19**
**ARTICLE 12: OBLIGATIONS UPON TERMINATION OR EXPIRATION** ..... **20**
**ARTICLE 13: TAXES AND INDEBTEDNESS** ..... **21**
**ARTICLE 14: INDEPENDENT CONTRACTOR AND INDEMNIFICATION** ..... **21**
**ARTICLE 15: APPROVALS AND WAIVERS** ..... **24**
**ARTICLE 16: NOTICES** ..... **24**
**ARTICLE 17: RELEASE OF PRIOR CLAIMS** ..... **24**
**ARTICLE 18: DISCLOSURE STATEMENT AND DISCLAIMER** ..... **24**
**ARTICLE 19: ENTIRE AGREEMENT** ..... **25**
**ARTICLE 20: SEVERABILITY AND CONSTRUCTION** ..... **25**
**ARTICLE 21: APPLICABLE LAW** ..... **26**
**ARTICLE 22: ARBITRATION** ..... **27**
**ARTICLE 23: CHANGES AND MODIFICATIONS** ..... **29**
**ARTICLE 24: ACKNOWLEDGMENTS** ..... **29**

ATTACHMENTS
1 – Development Area and Development Schedule
2 – Disclosure Acknowledgment Statement
3 – Statement of Ownership Interests in Area Representative/Entity
4 – Internet Advertising, Social Media and Telephone Account Agreement
5 – Employee Non-Competition and Non-Disclosure Agreement
6 – General Release

## AREA REPRESENTATIVE AGREEMENT

THIS AREA REPRESENTATIVE AGREEMENT (this "Agreement") is being entered into this day of __ _____, by and between Senior HealthCare Investments, LLC, a Wyoming limited liability company, with its principal place of business located at 12725 SW Millikan Way, Suite 300 Beaverton, OR 97005 (in this Agreement, "Franchisor", "we", "us" or "our"), and _____ _____, a(n) _____, with its principal place of business located at _____and ___ _____'s principal(s) _____, an individual residing at _____ _____and _____, an individual residing at _____ ("Principal(s)"). _____ _____and Principal(s) shall be collectively referred to in this Agreement as the "Area Representative", "you", or "your".

**RECITALS**:

A. We have developed, equipped, organized, managed and operated a business and business system (the "Business" or "Home Matters Caregiving") that will provide the public with non-medical in-home personal care and assisted living/residential care placement services ("Approved Products and Services"), and includes management programs, standards, service programs, business methods, product specifications and Marks and information. The business system provides programs for personnel management, sales promotion, advertising programs, franchisee training, business administration, business operations methods and other procedures and methods related to the operation of the Business (the "System").

B. We are the owner or the licensee of the owner of the Marks, as are now specified or as may be later designated as a part of the System and not later withdrawn.

C. We grant to qualified persons the right to become an "Home Matters Caregiving" area representative who will solicit new franchisees utilizing our business systems, formats, methods, specifications, standards, operating procedures, operating assistance, and Marks.

D. You acknowledge that you have read this Agreement and our Disclosure Document and acknowledge that you understand the importance of our high standards of quality and service and the necessity of operating the business franchised in this Agreement in conformity with our standards and specifications.

E. We continue to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed in this Agreement, and to represent you, the Business and the System's high standards of quality, appearance, and service.

F. You want to serve as our area representative in the territory designated in this Agreement, wish to be licensed to use the Marks and wish to receive the training and other assistance provided by us in connection with the operation of the area representative franchise (in this Agreement the "Franchised Business").

G. You understand and acknowledge the importance of our high uniform standards of quality, service, and appearance and the importance of ensuring the maintenance of those high standards by all of our franchisees in the territory described in this Agreement.

H. You understand and acknowledge the importance of assisting franchisees serviced by you to provide quality services, achieve maximum sales levels, make maximum efforts to control costs, and fully conform to our policies and procedures as set forth in our Confidential Operations Manual.

**NOW, THEREFORE**, the parties in consideration of the undertakings and commitments of each party to the other party set forth in this Agreement, mutually agree as follows:

## ARTICLE 1: APPOINTMENT AND INITIAL FEE

1.1 We grant to you, upon the terms and conditions in this Agreement contained, the right to serve as our Area Representative within the territory described in Attachment 1 (the "Development Area"), and a non-exclusive license to use in connection with them the Marks and the System, as they may be changed, improved, and further developed from time to time.

1.2 You undertake, in conjunction with our designees, the obligation to diligently screen and evaluate individuals to become Home Matters Caregiving franchisees at locations within the Development Area, and shall not be permitted to solicit or screen individuals outside of the Development Area.

1.3 During the term of this Agreement and provided there is no uncured default in this Agreement, we agree that we will not license any other area representative for the Development Area.

1.4 You shall be entitled, as provided under Section 4.1 hereof, to receive compensation from us for each Home Matters Caregiving sold by us or by our designee under the System in the Development Area during the term of this Agreement.

1.5 You shall be obligated to present us with potential franchisees in the time and manner described in Section 5.5 below. You shall screen and propose franchisees to open Home Matters Caregiving outlets in the Development Area only.

1.6 For so long as you shall not have lost your exclusive rights pursuant to the provisions of Article 5 hereof, and provided you are not in default of any of your obligations in this Agreement, we will not, during the term of this Agreement, ourselves own or operate or license others to own or operate as an Area Representative in the Development Area; however, we will retain the right to use the Marks in any advertising or promotion pursuant to the provisions of Section 6.1 hereof.

1.7 You shall pay an initial fee of One Hundred ~~Twenty~~Ninety-Five Thousand Dollars ($1~~2~~95,000.) The initial fees shall be payable in a lump sum upon execution of this Agreement, shall be deemed fully earned and are non-refundable. If you wish to expand your Development Area, and if we agree, you shall pay to us an additional fee of ~~Two~~Three and ~~One-Half~~Nine-Tenths Cents ($.~~025~~039) per additional person.

The Area Representative Fee will be $1~~2~~95,000 for the right to develop 25 franchise units in your Development Area. The Area Representative Fee is payable to us in a lump sum upon signing the Area Representative Agreement. If a franchise unit (or units) already exists in your Development Area before we sell you an Area Representative franchise, we have a right to increase the Area Representative Fee, in an amount to be negotiated between us.

~~1.8~~ 1.8 If you choose to operate a franchise in the Development Area, you must sign our Franchise Agreement and we will grant you up to four (4) franchise units without any initial franchise fee due. If you choose to operate additional franchises in the Development Area, you must sign our then-current Franchise Agreement and pay the then-current initial franchise fee, which is non-refundable, for each additional unit. The initial franchise fee is payable in a lump sum when the Franchise Agreement is signed.

1.9 For purposes of this Agreement, the terms listed below have the meanings that follow them. Other terms used in this Agreement are defined and construed in the context in which they occur.

(a) "Business" – A Home Matters Caregiving that: (a) offers the Approved Products and Services for sale as well as certain complementary products and services; (b) meets our standards and specifications; (c) operates using the Marks and the System; and (d) is either operated by us or our affiliates or pursuant to a valid license from us.

(b) "Competitive Business" – A service business other than a Home Matters Caregiving that: (a) provides non-medical in-home personal care and assisted living/residential care placement services; or (b) grants or has granted franchises or licenses or establishes or has established joint ventures for the development and/or operation of a business or similar business described in the foregoing clause (a).

(c) "Area Representative Franchised Business" or "Franchised Business" – The Business of soliciting franchisees for the System which you are licensed to operate pursuant to this Agreement.

## ARTICLE 2: TERM AND RENEWAL

2.1 Except as otherwise provided, the term of this Agreement shall be for ten (10) years from the date of its execution ("Term").

2.2 Subject to the terms and conditions of this Agreement, Area Representative shall have the right, but not the obligation, following the expiration of the Term hereof, to enter into a new Area Representative Agreement and other agreements and legal instruments and documents then customarily employed by Franchisor and in the form then generally being offered to prospective Area Representatives in the state in which the Territory is located (the "Renewal Area Representative Agreement") for an unlimited number of additional terms equal to ten (10) years each term. The term of such Renewal Area Representative Agreement shall commence upon the date of expiration of the Term hereof. Area Representative shall be charged a renewal fee equal to One Thousand Dollars ($1,000.00) for each Home Matters Caregiving franchise agreement in effect on the last day of the initial Term and for each franchise agreement which becomes effective within sixty (60) days following the expiration of the initial Term. In the event Area Representative is not in full compliance with Section 2.3 below at the time Area Representative notifies Franchisor of Area Representative's desire to renew, it shall be in Franchisor's sole and absolute discretion whether to permit the renewal.

2.3 You may enter a Renewal Area Representative Agreement upon the expiration of the Term, provided that prior to the end of the applicable term the following conditions are met:

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

(b) You are not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you and us or our subsidiaries or affiliates, and have complied with all of the terms and conditions of such agreements during the terms thereof.

(c) You have executed upon renewal our then-current form of renewal Area Representative Agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, excluding a compensation rate and method of computing same; but could have different minimum performance standards, if any, for proposing qualified prospective franchisees to us.

(d) You execute a general release, in a form prescribed by us, of any and all claims against us, our subsidiaries or affiliates, and their respective officers, shareholders, directors, agents, and employees.

(e) You comply with our then-current qualification and training requirements, including, without limitation, any training requirements specifically designed for renewing area representatives. For any training required by this Section, we will provide and pay for the instructors, training facilities, and training materials; you must pay for all other expenses incurred in training including, without limitation, the costs of travel, room, board, and wages (for employees required to attend).

(f) You have ~~developed at least seventy percent (70%) of the~~ sold, at a minimum, the number of franchise units required under the Development Schedule.

(g) You shall pay the required renewal fee and sign the Renewal Area Representative Agreement.

(h) All franchisees operating within the Development Area are achieving and maintaining their minimum annual Gross Revenue requirements per their Franchise Agreements.

(~~j~~i) You are conducting annual quality and procedural inspections and business reviews with all operating franchisees within the Development Area.

## ARTICLE 3: OUR DUTIES

In addition to our other obligations and duties set forth in this Agreement, we agree as follows:

3.1 We will provide for you an initial training program to be conducted at our headquarters or by phone or at another location, in our discretion, and shall make available such other subsequent training programs to you as we deem appropriate. All training provided by us shall be subject to the terms set forth in Article 5 of this Agreement and shall be at such times and places as may be designated by us.

3.2 We will provide you, at no cost to you, with an electronic copy of our applicable and then-current Disclosure Document. We will also provide you with materials for promoting the sale of System franchises and you shall reimburse us for the cost of such materials.

3.3 We will use our best efforts to promptly process all applications made by prospective franchisees and forwarded to us by you and shall not unreasonably withhold our approval of any prospective franchisee, provided such prospect meets the educational, professional, managerial, business, financial, and other qualifications as we may from time to time prescribe for new franchisees.

**NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED TO PROVIDE YOU WITH THE POWER OR AUTHORITY TO NEGOTIATE CONTRACT TERMS WITH ANY PROSPECTIVE FRANCHISEE, OR TO GRANT FRANCHISES OR TO EXECUTE ANY FRANCHISE AGREEMENTS WITH FRANCHISEES ON OUR BEHALF. WE SHALL HAVE THE OPTION, IN OUR SOLE DISCRETION, TO APPROVE OR DENY A FRANCHISE TO ANY PROSPECTS PROPOSED TO US BY YOU, SUCH APPROVAL WILL NOT BE UNREASONABLY WITHHELD, AND WE WILL HAVE THE SOLE AUTHORITY TO EXECUTE FRANCHISE AGREEMENTS WITH FRANCHISEES IN THE CURRENT FORM OF FRANCHISE AGREEMENT THAT WE OFFER AT THE TIME OF SIGNING.**

3.4 We will provide for the collection of and distribution to you of your share of initial franchise fees and transfer fees, and we will be responsible for distributing to you your share of the royalty fees received from each franchisee operating in the Development Area, which shall be paid on a monthly basis.

3.5 We will continue our efforts to maintain high standards of quality professionalism and service of the Area Representative Franchised Business, and to that end may conduct inspections of any business premises operated in this Agreement by you and closely monitor your promotional efforts and service efforts, which may include, without limitation, contacting prospective and existing franchisees and monitoring sales presentations by you and your personnel.

3.6 We will not, by virtue of any approvals, advice, or services provided to any System franchisee, assume responsibility for or liability to you, a franchisee, a multi-unit developer, or any third parties to which we would not otherwise be subject. However, we will not be excused for our breaches or civil wrongs.

## ARTICLE 4: COMPENSATION PAYABLE TO YOU

4.1 For each franchisee who purchases a franchise from us in the Development Area during the term of this Agreement for whom you did not directly solicit, screen and submit to us 4.1 For all franchisees that sign Franchise Agreements with us in your Development Area where the franchisee was solicited, screened, and processed by you, whether directly or through leads accepted from us, you will earn fifty percent (50%) of the initial franchise fee (and for purposes of Section 2.3(c), you will earn fifty percent (50%) of any renewal franchise fee if you renew upon execution of a Renewal Area Representative Agreement). We will forward all leads from a prospective franchisee or a third party for the purchase of a franchise in the Development Area to you, and you will determine within your reasonable discretion whether accepting the lead being offered is in the best interest of the Development Area. For each lead declined by you to whom we, in our reasonable discretion, sell a franchise in the Development Area during the Term of this Agreement, you will not be entitled to fifty percent (50%) of the initial franchise fee. However, if after the initial purchase saidby a lead we pursued, such franchisee purchases one or more additional territoriesBusinesses within the development areaDevelopment Area during the tTerm of this Agreement, you will be entitled to receive fifty percent (50%) of the franchise fees for those additional purchases. Before accepting a franchisee lead from us or from a third party, the opportunity shall first be discussed with you and a mutual decision will be made to determine if accepting the lead being offered is in the best interest of the territory development.

In the event of a transfer of a Business in the Development Area during the Term of this Agreement, you shall be entitled for as long as, but only as long as, this Agreement remains in effect and you are not in default in this Agreement, to fifty percent (50%) of each transfer fee paid by athe transferring franchisee who transfers a franchise in the Development Area. Your portion of the transfer fee is subject to the following conditions: (i) you collect preliminary financial and background information, from and pre-qualify the franchiseeprospective transferee using our criteria, and present us with the applicantapplication for transfer; (ii) both we and the new franchisee sign the Franchise Agreement and the existingtransferring franchisee pays us the entire transfer fee; (iii) there are no outstandingall sale contingencies, such as the initial franchise fee being paid into an escrow account, have been satisfied and are no longer outstanding; and (iv) you are your Franchised Business is otherwise in good standing in compliance with this Agreement.

You understand and acknowledge that for any initial franchise fees or transfer fees you pay to us for a Business you own and operate, you shall be entitled to earn ayour portion of such fees.

4.2 For all franchisees that sign Franchise Agreements with us in your Development Area where the franchisee waswhether solicited by you or us , you will earn fifty percent (50%) of the aggregate royalty fees paid by these franchisees. For all franchisees that sign Franchise Agreements with us in your Development Area where the franchisee was solicited by us or oura third-party broker, you will earn twenty-five percent (25%) or franchise sales organization, a percentage of the aggregate royalty fees paid by these franchisees may be shared with the third-party organization based on your decision to participate with these organizations voluntarily. You understand and acknowledge that if one or more Businesses already exist in your Development Area before this Agreement is executed, we have a right to exclude such Businesses from the royalty and other fees that are paid to you. For each Business owned by you, we will collect the full royalty fee, and remit back to you your share thereof.

(a) For the first three (3) units sold in your territory, we will collect the full franchise fee, and remit one hundred percent (100%) of the franchise fee back to you.

4.3 We will collect all initial franchise fees, transfer fees and royalty fees owed pursuant to the franchise agreements between us and franchisees located within the Development Area and provide you with a monthly report by the twentieth (20ththirtieth (30th) day of each month on the amounts collected during the preceding month, along with the payments due to you from such amounts. We will have sole

discretion as to the terms and conditions of collections from franchisees, including the right to defer or refund initial franchise fees. In no event shall any such deferred payments become payable to you by us until and unless such fees are paid to us by the franchisee. In the event we refund amounts collected or if a franchisee for any reason owes amounts to us, we will have the right, as we deem appropriate, to either deduct from any payments due to you your portion of any amount so refunded or any amount owed to us, or to require you to remit any such portion of the refunded amount or other amounts to us immediately upon request. We will have no liability to you for payments under this Section 4.3 in the event that any franchisee, for any reason, fails to pay any fee owed to us.

4.4 We shall not pay you your portion of any initial franchise fees that we receive from any franchisee in your Development Area if the contact with that franchisee was initiated by us, and not by you.

4.5 All amounts payable pursuant to this Article 4 shall be made in U.S. dollars and payment shall be made by way of electronic funds transfer to you at the address set forth in this Agreement or by such other means and at such other place as you may designate in writing.

## ARTICLE 5: <u>YOUR DUTIES</u>

5.1 You understand and acknowledge that every detail of the Franchised Business is important to you, us, other area representatives, franchisees and multi-unit developers in order to develop and maintain high and uniform operating standards, to increase the demand for franchisees and the demand for services and products sold by franchisees, and to protect our reputation and goodwill. In dealing with prospective franchisees, you shall:

(a) Comply with all applicable federal, state, and local laws, rules, and regulations governing the advertising, promotion, and sale of franchises, including, without limitation, those relating to franchise registration, disclosure, and unfair or deceptive practices. In particular and without limiting the foregoing, you shall strictly adhere to our instructions and neither you nor your employees shall make any statement, projection, or other description of potential earnings, costs, or profits to any third party unless we give our specific written authorization to you to do so;

(b) Deliver to each prospective franchisee, at or before the time required by law, a copy of our then-current Disclosure Document, and obtain from each prospective franchisee and promptly furnish to us the original, signed acknowledgment of receipt therefor;

(c) Not permit any employee to engage in the promotion of Home Matters Caregiving franchises unless we have given our prior written consent to such person's involvement, and, upon our request, you shall immediately discontinue the involvement of any person in the solicitation of prospective franchisees;

(d) Promptly provide us (or our counsel) with such information and materials as we may reasonably request in order to enable us to comply with laws regulating the offer and sale of franchises and/or the franchise relationship;

(e) Unless so directed in writing by us, you shall not prepare, modify, or register with any government or quasi-government authority any document in connection with the offer and sale of Home Matters Caregiving franchises.

5.2 You shall attend and complete our initial training session. Additionally, you shall attend and complete such other training sessions as we may reasonably require from time to time. The initial training session shall be completed by you, thirty (30) days before the opening of your Area Representative Franchised Business. ~~If for whatever reason you are not able to complete the training to our satisfaction~~

~~thirty (30) days before the opening of your Area Representative Franchised Business, we will provide in writing the nature of our concern related to the incomplete training, and you will have 30 days to provide a remedy to the specific concern~~If you choose to hire field representatives, such field representatives shall attend and complete, to our satisfaction, our initial training session and such other training sessions we may reasonably require from time to time. Your field representatives must meet our qualifications and be approved by us. For the initial training session, you are responsible for all out-of-pocket expenses incurred by you and your field representatives, including without limitation, the costs of travel, lodging, meals and applicable wages.

5.3 If you form a corporation or a limited liability company, you shall comply with the following requirements throughout the term of this Agreement:

(a) You shall furnish us with your Articles of Incorporation, Bylaws, Articles of Organization, Operating Agreement, and any other governing documents, and any other documents we may reasonably request, and any amendments thereto.

(b) You shall maintain stop transfer instructions against the transfer on your records of any equity securities, and each stock certificate or LLC certificate shall at all times have conspicuously endorsed upon its face a statement in a form satisfactory to us that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments or transfers by this Agreement.

(c) You shall maintain a current list of all owners of record and all beneficial owners of any class of voting stock or membership interests in you and shall furnish the list to us upon request.

5.4 You shall perform the following services:

(a) Maintain Home Matters Caregiving brand integrity standards for all Businesses in the Development Area.

(b) Provide, or have your designated representative provide, introductions for prospective franchisees at Businesses located in your Development Area.

(c) Assist us in the enforcement of all provisions of any Franchise Agreement for any unit established in the Development Area. If we incur expenses to enforce or defend the Agreements or to commence eviction of franchisees within the Development Area, we may charge you one-half (1/2) of our expenditures.

(d) Conduct your business in strict compliance with all applicable Federal, State and Local laws, ordinances and regulations, and obtain, at your own expense, all necessary permits and licenses for the operation of your business and maintain same in good standing, including any franchise broker or franchise sales agent registrations.

(e) Devote your best efforts to the development of the Development Area. Notwithstanding the generality of the foregoing, you shall solicit and sell Business franchises according to the Development Schedule, attached hereto as Attachment 1. Your failure to comply with the Development Schedule shall be a default under this Agreement for which we may terminate this Agreement.

(f) Provide advertising advice to franchisees in accordance with the guidelines established by us.

(g) Have a mobile telephone, a business telephone, an operating fax machine, email address and a computer for the operation of your Franchised Business. The mobile phone number, the business phone number, the fax number and email address must be given to each franchisee in the Development Area and to us. You shall be required to operate from your home or from a small office space, and all service calls will originate from your business location set forth in this Agreement. You must have access to and use of our intranet services and you must pay to us each month the ongoing technology-software fee~~.~~ at our then-current amount based on provider costs and as outlined in the operations manual.

(h) Refrain from making misrepresentations to us and our franchisees and from conducting yourself or your Franchised Business in a manner likely to impair the reputation, business or profitability of us, our employees or officers or any Home Matters Caregiving franchisee.

(i) You must return all franchisee phone calls within ~~twenty-four (24) hours~~one (1) business day and you must personally meet with each franchise owner at one of the owner's Home Matters Caregiving outlets periodically, at intervals recommended by us, to discuss the franchisee's business and for quality and procedural inspections.

(j) Maintain the accounts of all Home Matters Caregiving outlets fully or partially owned by you in perfect status (no unpaid balances) with us and all of our affiliates, and further agree that all Home Matters Caregiving outlets located within the Development Area will participate in our electronic funds transfer program. We will have the right to offset any monies owed to you against any obligation of yours to us or our affiliates, including monies due to us based upon the operations of Home Matters Caregiving outlets owned by you.

(k) Adhere strictly to federal and state laws governing the selling of franchises. You will comply fully with all requirements concerning signed receipts and the timing of the delivery of our Disclosure Document to prospective franchisees. You will promptly supply us with any and all information about you and your Franchised Business that we reasonably require for inclusion in our Disclosure Document.

5.5 You shall not be required to own, operate and maintain a Home Matters Caregiving outlet, but if you choose to do so, the following will apply: (a) the Home Matters Caregiving outlet must be located within the Development Area; (b) the appropriate initial franchise fee for the Home Matters Caregiving outlet shall be paid to us pursuant to the terms of the Franchise Agreement, except that for up to ~~three (3~~four (4) such Home Matters Caregiving outlets that are owned and operated by you, you will not be required to pay us an Initial Franchise Fee (unless you attempt to immediately transfer that Business to a third party); and (c) you shall be required to remit the royalty fee, as that term is defined in your Franchise Agreement, and any other fees due to us or our affiliates pursuant to the terms of said agreement, and receive the reimbursement pursuant to the terms of Article 4 of this Agreement. You understand and acknowledge that for any initial franchise fees or transfer fees you pay to us for a Business you own and operate, you shall be entitled to earn your portion of such fees.

5.6 You shall grant us and our representatives the right to enter your Area Representative Franchised Business or any of your Home Matters Caregiving outlets for the purposes of conducting inspections and monitoring your operations, and shall cooperate fully with our representatives in such steps as may be necessary to immediately correct any deficiencies detected during such inspections or monitoring.

5.7 During the term of this Agreement, you shall maintain in force under policies of insurance issued by licensed insurers approved by us the insurance coverage as we from time to time requires. This insurance coverage is in addition to the insurance you are required to maintain as a franchisee under your Franchise Agreement, if you choose to open a Business. Such insurance coverage will include:

(a) broad form comprehensive general and professional liability coverage against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the conduct of business by you pursuant to this Agreement and broad form contractual liability coverage, including errors and omissions coverage, under one or more policies of insurance containing minimum liability coverage prescribed by us from time to time, but in no event in an amount less than One Million Dollars ($1,000,000) aggregate. Such insurance shall not have a deductible or self-insured retention in excess of Five Thousand Dollars ($5,000); and

(b) worker's compensation and employer's liability insurance in statutory amounts, unemployment insurance and state disability insurance as required by governing law for your employees.

5.8 You shall also maintain such additional insurance as is necessary to comply with all legal requirements concerning insurance. We may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time including excess liability insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances.

5.9 The insurance policies required in this Agreement shall:

(a) name us as an additional named insured and contain a waiver of all subrogation rights against us, our affiliates, and their successors and assigns;

(b) provide for thirty (30) days' prior written notice to us of any material modification, cancellation, or expiration of such policy;

(c) provide that the coverage applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured;

(d) contain no provision which in any way limits or reduces your coverage in the event of a claim by any one or more of the parties indemnified under this Agreement;

(e) be primary to and without right of contribution from any other insurance purchased by the parties indemnified under this Agreement; and

(f) extend to and provide indemnity for all obligations assumed by you in this Agreement and all other items for which you are required to indemnify us under this Agreement.

5.10 You shall provide us with a Certificate of Insurance evidencing that the insurance required in this Agreement has been obtained no more than thirty (30) days after delivery of the original proof of insurance. Prior to the expiration of the term of each insurance policy you shall furnish us with a copy of each renewal or replacement Certificate of Insurance showing the insurance to be maintained by you for the immediately following term and evidence of the payment of the premium therefor. If you fail or refuse to maintain required insurance coverage or to furnish satisfactory evidence thereof and the payment of the premiums therefor, we may, at our option, and in addition to our other rights and remedies in this Agreement, obtain such insurance coverage on your behalf and you shall fully cooperate with us in our effort to obtain such insurance, promptly execute all forms or instruments required to obtain or maintain any such insurance, allow any inspections of the Franchised Business which are required to obtain or maintain such insurance, and pay to us on demand any costs and premiums incurred by us. If you fail to purchase or maintain any insurance required by this Agreement or fail to reimburse us for our purchase of insurance on your behalf within fifteen (15) days of delivery to you of our written demand for

reimbursement, then we may terminate this Agreement upon notice of termination without opportunity to cure.

5.11 The maintenance of sufficient insurance coverage shall be your responsibility. Your obligations to maintain insurance coverage as in this Agreement described shall not be affected in any manner by reason of any separate insurance maintained by us nor shall the maintenance of such insurance relieve you of any indemnification obligations under this Agreement.

5.12 You shall comply with all other requirements set forth in this Agreement.

5.13 We may offer annual conferences to our area representatives and franchisees and we may require you and/or your manager to attend such conferences. If attendance at the conference is mandatory, we may charge a fee which shall not exceed One Thousand Dollars ($1,000) and which you shall pay to us even if you do not attend the conference. You must also pay for all your attendees' expenses while attending the conference including travel, lodging, meals and wages. We shall designate the location for the conference, and we may require that all attendees stay at the host hotel.

## ARTICLE 6: MARKS

6.1 We represent with respect to the Marks that:

(a) We are the owner or the licensee of the owner of the Marks and have the right to use and to license others to use the Marks.

(b) We and/or the owner have taken and will take all steps reasonably necessary to preserve and protect our right to and interest in the Marks.

(c) We will permit you and other area representatives to use the Marks only in accordance with the System and the Area Representative Franchised Business, and the standards and specifications thereto, which underlie the goodwill associated with any products or services symbolized by the Marks.

6.2 With respect to your licensed use of the Marks pursuant to this Agreement, you agree that:

(a) You shall use only the Marks designated by us and shall use them only in the manner authorized and permitted by us.

(b) You shall use the Marks only for the operation of the business franchised in this Agreement, or in advertising for the business conducted at or from that location.

(c) Unless otherwise authorized or required by us, you shall operate and advertise the business franchised later only under the name "Home Matters Caregiving" with such trademark registration symbol as is designated by us, and without prefix or suffix.

(d) During the term of this Agreement, you shall identify yourself as the owner of the Franchised Business in conjunction with any use of the Marks, including, but not limited to, advertisements and promotional pieces, as well as at such conspicuous locations at the offices used for the operation of the Franchised Business as we will designate in writing. The identification shall be in the form which states your name, followed by the words "Area Representative of Home Matters Caregiving", or such other identification as shall be approved by us.

(e) Your rights to use the Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of our rights.

(f) You shall not use the Marks to incur any obligation or indebtedness on our behalf.

(g) You shall not use the Marks as part of your corporate or other legal name or identification.

(h) You shall comply with our instructions in filing and maintaining requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by us or our counsel to obtain protection for the Marks or to maintain their continued validity and enforceability.

(i) In the event that you learn of any infringement or threatened infringement or piracy of any of the Marks, or any actual or intended common law passing-off by reason of imitation of, get-up or otherwise, or that any third party alleges or claims or intends to allege or claim that any of the Marks are liable to cause deception or confusion to the public, or that any third party alleges or claims or intends to allege or claim that any of the Marks infringe on its trade marks in any manner, you shall forthwith give notice thereof to us together with all such information with respect thereof as you may from time to time obtain. The parties undertake and agree to consult with each other with respect to how to respond to each infringement or violation. However, only we will, in our absolute discretion, institute proceedings or defend proceedings as we will deem advisable and you shall not, under any circumstances whatsoever, institute any legal proceedings relating to the Marks without first obtaining our prior written consent. In the event we undertake the defense or prosecution of any such legal proceedings, you agree to execute any and all documents and do such acts and things as may, in the opinion of our counsel, be necessary to carry out such defense or prosecution.

6.3 You expressly understand and acknowledge that:

(a) As between the parties hereto, we have the exclusive right and interest in and to the Marks and the goodwill associated with and symbolized by them.

(b) The Marks are valid and serve to identify the System and those who are franchised under the System.

(c) You shall not directly or indirectly contest the validity of, or our right to use or to license others to use, the Marks.

(d) Your use of the Marks pursuant to this Agreement does not give you any ownership interest or other interest in or to the Marks, except the non-exclusive license granted in this Agreement.

(e) Any and all goodwill arising from your use of the Marks in your operation of the Area Representative Franchised Business shall inure solely and exclusively to our license in this Agreement granted. No monetary amount shall be assigned as attributable to any goodwill associated with your use of the Area Representative Franchised Business or the Marks.

(f) The rights and license of the Marks granted in this Agreement to you are non-exclusive and we thus have and retain the right among others:

(i) To grant other licenses for the Marks, in addition to those licenses already granted or to be granted to franchisees and area representatives;

(ii) To use the Marks in connection with selling products and services;

(iii) To develop and establish other systems and franchised businesses for the same or similar Marks or any other Marks, and to grant licenses or franchises thereto outside the Development Area without providing any rights in this Agreement to you.

(g) We reserve the right to substitute different Marks for use in identifying the Area Representative Franchised Business, the System and the businesses operating in this Agreement if we can no longer use or license the use of the Marks. In such event, you shall be required to conform your use of the Marks to the use of same by us, at your expense.

## ARTICLE 7: ADVERTISING

7.1 The parties hereto recognize and acknowledge the value of advertising and promotion in locating and soliciting individuals to become franchisees, and the importance of consistency of such advertising and promotion to the furtherance of the goodwill and public image of the Area Representative Franchised Business and the System.

7.2 You shall affix the Marks in the manner prescribed by us to all stationery, cards, signs, and other advertising materials used in connection with your operations in this Agreement.

7.3 All advertising by you in any medium shall be conducted in a dignified manner, shall conform to the standards and requirements prescribed by us, and shall comply with all applicable laws, rules, and regulations relating to the advertising of franchises. We require you to conduct advertising in the Development Area to promote sales of Home Matters Caregiving outlets. You shall spend a minimum of One Thousand Five Hundred Dollars ($1,500) each month on local advertising in your Development Area.

7.4 You shall submit to us (by mail, return receipt requested, by email, or by fax), for our prior written approval, samples of all advertising and promotional plans and materials, and all other materials displaying the Marks, that you desire to use and that have not been prepared or previously approved by us. Within seven (7) days from the date of receipt by us of such materials, we will notify you whether such materials conform to our standards and requirements and whether such materials, in the opinion of our counsel, are required to be approved by or submitted to any government agency. If you are notified by us that the materials conform to our standards and requirements and are required to be approved or submitted, we will submit the materials and will advise when and if the materials are approved or disapproved or if the use of the materials otherwise become permissible under law, such as if notice of disapproval is not received from a governmental agency within a stated period of time prescribed by law.

7.5 Websites (as defined below) are considered as "advertising" under this Agreement and are subject (among other things) to our review and prior written approval before they may be used (as described above). As used in this Agreement, the term "Website" means an interactive electronic document contained in a network of computers linked by communications software, that you operate or authorize others to operate and that refers to the Business, Marks, us, or the System. The term Website includes internet and world wide web home pages.

7.6 We will provide you with a proprietary Website which is customizable to fit your business plans and/or local cultures. If you receive approval to develop a separate Website, it must be linked to our official proprietary Website, and all Website quality standards, contents, programs, and links to your separate Website must be approved by us. Once your Website is approved, any future changes must be submitted to us for further approval. Our official Website Uniform Resource Locator (URL) cannot be forwarded to a separate Website; and your Website must be edited and customized to market to your Development Area.

## ARTICLE 8: TRANSFER OF INTEREST

8.1 We shall have the right to assign this Agreement and all of our attendant rights and privileges to any person, firm, corporation or other entity provided that, with respect to any assignment resulting in the subsequent performance by the assignee of our functions: (i) the assignee shall, at the time of such assignment, be financially responsible and economically capable of performing our obligations; and (ii) the assignee shall expressly assume and agree to perform such obligations.

You expressly affirm and agree that we may sell our assets, our rights to the Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of "Senior HealthCare Investments, LLC" as Franchisor. Nothing contained in this Agreement shall require us to remain in the same business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our right to assign our rights in this Agreement. In the event of a purchase of the System, such purchaser may elect to purchase your ongoing commissions and terminate this Agreement for an amount computed using the same ratio of revenue to purchase price applied to calculate the purchase price of the System.

8.2 You understand and acknowledge that the rights and obligations created by this Agreement are personal to you, and that we have granted such rights to you in reliance on the character, skills, aptitude, as well as the business, legal and financial capacity of you and your directors, officers and shareholders. Except as is in this Agreement set forth in this Section, you shall not, without our prior written consent, directly or indirectly, sell, assign, transfer, convey, donate, pledge, mortgage, charge, grant any security interest or otherwise encumber any interest in this Agreement or in the Area Representative Franchised Business or in the right and license to use the System, the Confidential Operations Manual or the Marks. Any such purported action, whether occurring by operation of law or otherwise including any assignment by a trustee in bankruptcy, without our prior written consent shall be a material default in this Agreement and shall entitle us to immediately terminate this Agreement. In addition, you will not, during the term of this Agreement, without our prior written consent, participate in any corporate activity, issue or sell, or be a party to the issuance or sale of, any further shares or interest in the Area Representative Franchised Business of any kind, or any other securities which would cause or may cause the present effective voting control of you to change.

8.3 With our prior written consent, which consent shall not be unreasonably withheld, you shall have the right to sell, assign and transfer your interest in this Agreement or the right and license granted in this Agreement, subject to the following conditions:

(a) No sale can occur during the first year of this Agreement;

(b) The transferee/assignee must meet our then-current financial and operational requirements for area representatives;

(c) The transferee/assignee must attend and successfully complete our area representative training class;

(d) All fees owed by you must be paid in full prior to assignment;

(e) You train the transferee/assignee for two (2) months prior to the transfer and for another two (2) months following the transfer (this is in addition to the transferee/assignee completing our training);

(f) You pay a transfer fee of Twenty-Five Thousand ($25,000) Dollars to us at closing;

(g) You shall execute a general release, in a form prescribed by us, of any and all claims against us, our subsidiaries or affiliates, and their respective officers, shareholders, directors, agents, and employees; and

(h) The transferee/assignee executes our then-current form of Area Representative Agreement with a term equal to the remaining term under this Agreement.

8.4 Any proposed sale, assignment and transfer pursuant to this Section must be a sale, assignment and transfer of all or a significant portion of all your assets in respect of the business carried on by you pursuant to the terms of this Agreement, including, without limitation, the said right and license and all other assets of the said business and you shall not be entitled to sell same on an individual basis other than with our prior written consent.

8.5 Upon receipt of your application pursuant to Section 8.3 and notwithstanding the right to sell, assign and transfer granted to you pursuant to the terms of this Section, we will have the absolute right, to be exercised by notice in writing delivered to you within thirty (30) days of the date of the receipt of your application, to purchase the said right and license and other of your assets proposed to be sold, assigned or transferred. If we will exercise our right to purchase as provided in this Agreement, we will complete the purchase upon the same terms and conditions set out in the said application.

8.6 In the event we do not exercise our right to purchase as set out in Section 8.5 hereof and do consent to the sale, assignment and transfer by you to the proposed purchaser, the sale, assignment and transfer shall be completed between you and the proposed purchaser upon the same terms and conditions as were set out in the said application submitted by you to us. Otherwise, you shall, before selling, assigning and transferring your said right and license and other assets, again make application to us in the manner as set out in this Section, and provisions of this Section shall apply *mutatis mutandis* and shall be repeated as often as you desire to complete any sale, assignment and transfer.

8.7 For the purposes of this Section, any sale, transfer or assignment of the issued and outstanding shares of the capital stock of or other beneficial interest in you, the effect of which, whether through one or several transactions, would result in a change of the effective control of you, shall, for the purposes thereof, be deemed to be a sale, assignment and transfer of all or a significant portion of all of your assets in respect of the business carried on by you pursuant to the provisions of this Agreement and, accordingly, all of the provisions of this Section shall apply.

8.8 In the event you wish to transfer your interest in this Agreement to a corporation, limited liability company or partnership formed by you solely for the convenience of ownership, you must obtain our prior written consent, which consent shall be granted if:

(a) You shall be the owner of all the voting stock of the corporation (or membership interests of the limited liability company or equity interests of the partnership, as applicable) or, if you comprise more than one (1) individual, each such individual shall have the same proportionate ownership interest in the entity as it held in Franchised Business prior to the contemplated transfer; and

(b) Appropriate forms of corporate resolutions and minutes, which have been duly adopted, are furnished to us prior to the transfer.

A transfer under this Section 8.8 may be effected one (1) time only during the term of this Agreement and may be made without payment of a transfer fee.

8.9 Upon your death or disability, or if you are a corporation, limited liability company, partnership, or other legal entity upon the death or disability of your principal owner, all of such person's interest in this Agreement or such interest in you shall be transferred to a transferee approved by us. Such disposition of this Agreement or such interest in you, including, without limitation, transfer by bequest or inheritance, shall be completed within a reasonable time, not to exceed twelve (12) months from the date of death or disability, and shall be subject to terms and conditions substantially similar to those applicable to transfers contained in this Article 8. Failure to so transfer the interest in this Agreement or such interest in you within said period of time shall constitute a breach of this Agreement.

~~8.10 Buy Back Option. At any time we, or in the event of a purchase of Franchisor's Home Matters Caregiving franchise system, the Home Matters Caregiving franchise system purchaser may elect to purchase Area Representative's ongoing royalty stream and terminate this Agreement for an amount equal to five (5) times Area Representative's Royalties from the last twelve (12) months.~~

## ARTICLE 9: CORPORATE REQUIREMENTS

9.1 If you are a corporation or limited liability company, you shall furnish to us, upon execution of this Agreement, a list of all stockholders of record or members, and all persons having beneficial ownership of shares of the stock or membership interests in you indicating their equity holdings, as well as a list of your directors, officers and managers. You shall forthwith advise us in writing of any change in the equity holders, directors, officers and managers from time to time.

9.2 All equity holders in you shall execute a personal Guarantee in the form of personal Guarantee annexed hereto or in such other form as may be specified from time to time by us.

9.3 You shall maintain stop transfer instructions against the transfer on your records of any securities with voting rights and shall issue no such securities upon the face of which the following printed legend does not legibly and conspicuously appear:

> "TRANSFER OF THIS STOCK IS SUBJECT TO THE TERMS AND CONDITIONS OF AN AREA REPRESENTATIVE AGREEMENT WITH SENIOR HEALTHCARE INVESTMENTS, LLC DATED _____. REFERENCE IS MADE TO THE PROVISIONS OF THE SAID AREA REPRESENTATIVE AGREEMENT AND TO THE ARTICLES AND BY-LAWS OF THIS CORPORATION."

## ARTICLE 10: COVENANTS

10.1 You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you (or if you are a corporation, limited liability company or partnership, your principal or general partner) or your fully trained field representatives shall devote full time, energy, and best efforts to the management and operation of the Area Representative Franchised Business.

10.2 You covenant that during the term of this Agreement you shall not, either directly or indirectly, for yourself, or in conjunction with others:

(a) Divert or attempt to divert any business or customer of any Business operated under the System to any competitor or do any other act injurious or prejudicial to the goodwill associated with the System.

(b) Own, maintain, operate, affiliate with, or have an interest in any franchised or company-owned business or chain that is a Competitive Business, as defined in Section 1.8 above.

10.3 You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous uninterrupted two (2) year period beginning with the expiration or termination of this Agreement, either directly or indirectly, own, maintain, operate, affiliate with, or have an interest in, any Competitive Business which is located in the Development Area or located within a radius of one hundred (100) miles of any Home Matters Caregiving under the System, whether owned by us, our affiliates or any franchisee.

10.4 The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article 10.

10.5 You understand and acknowledge that we will have the right, in our sole discretion, to reduce the scope of any covenant set forth in Sections 10.2 and 10.3 of this Agreement, or any portion thereof, without your consent, effective immediately upon your receipt of written notice thereof; and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable.

10.6 You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, shall not constitute a defense to our enforcement of the covenants in this Article 10. You agree to pay all costs and expenses (including reasonable attorneys' fees and expenses) incurred by us in connection with the enforcement of this Article 10.

10.7 You shall require and obtain execution of covenants of confidentiality and non-competition as set forth in Attachment 6 hereof (including covenants applicable upon the termination of a person's relationship with you) from any or all of the following persons: (1) all of your field representatives and any other personnel employed by you who have received or will receive training from us; (2) all officers, directors, and holders of a beneficial interest in the Area Representative, and of any entity directly or indirectly controlling you, if you are a corporation or limited liability company; and (3) the general partners and any limited partners, if you are a partnership. The covenants required by this Article 10 shall be in a form specified by us, including, without limitation, specific identification of us as a third-party beneficiary of such covenant with the independent right to enforce it.

10.8 You covenant and agree to maintain the confidentiality of any confidential information we disclose to you. Examples of confidential information includes: (1) site selection and design specifications; (2) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating a Home Matters Caregiving outlet; (3) marketing and advertising programs for a Home Matters Caregiving outlet and Area Representative Franchised Businesses; (4) knowledge of specifications for and suppliers of, and methods of ordering, certain materials, equipment and supplies; (5) knowledge of the operating results and financial performance of Franchised Businesses in the Development Area; (6) terms of this Agreement and any other agreement between you and us; (7) the Operations Manual; (8) graphic designs and related intellectual property; (9) customer lists and information; and (10) our intranet.

## ARTICLE 11: DEFAULT AND TERMINATION

11.1 You shall be in default under this Agreement, and all rights granted in this Agreement shall automatically terminate without notice to you, if you attempt to transfer this Agreement without complying with the terms of this Agreement, or if you, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; or if you are adjudicated a bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver or other custodian for your business or assets is filed and consented to by you; or if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); or if you are dissolved; or if execution is levied against your business or property; or if suit to foreclose any lien or mortgage against your business premises or equipment is instituted against you and not dismissed within thirty (30) days; or if your real or personal property shall be sold after levy thereupon by any sheriff, marshal, or constable.

11.2 You shall be deemed to be in default and we may, at our option, terminate this Agreement and all rights granted in this Agreement, without affording you any opportunity to cure the default, effective immediately upon your receipt of notice, upon the occurrence of any of the following events:

(a) If you are (or an officer, director, shareholder, member or partner of you is) convicted of a felony, a crime involving moral turpitude, or any other crime or offense that we believe is reasonably likely to have an adverse effect on the Area Representative Franchised Business, the System, the Marks, the goodwill associated with them, or our interest in this Agreement because of the nature of the offense and its relationship to the business;

(b) If you, after curing a default pursuant to Section 11.2, commit the same default again within twelve (12) months, whether or not cured after notice;

(c) If you repeatedly are in default under Section 11.2 for failure to comply substantially with any of the requirements imposed by this Agreement, whether or not cured after notice; or

(d) If you commit any default under the Franchise Agreement between you and us and fail to cure such default, if such default can be cured, in accordance with the terms of the Franchise Agreement.

11.3 Except as otherwise provided in Sections 11.1 and 11.2 of this Agreement, you shall have thirty (30) days after your receipt from us of a notice of termination within which to remedy any default hereunder and provide evidence to us. If any such default is not cured within that time, this Agreement shall terminate without further notice to you, effective immediately upon the expiration of the thirty (30) day period. You shall be in default in this Agreement for any failure to comply substantially with any of the requirements imposed by this Agreement, or to carry out the terms of this Agreement in good faith.

11.4 In the event you do not fulfill your obligations to sell Businesses under the Development Schedule, you will be in default under this Agreement and we shall have the right to terminate this Agreement as set forth herein.

11.5 In the event this Agreement is terminated as set forth herein, we shall have the right to open Businesses, sell franchises or grant area representative rights to any third party with respect to the undeveloped portion of the Development Area.

## ARTICLE 12: OBLIGATIONS UPON TERMINATION OR EXPIRATION

12.1 Upon termination or expiration, this Agreement and all rights granted in this Agreement to you shall forthwith terminate; and, except to the extent permitted by any Franchise Agreement entered into by you:

(a) You must immediately cease to operate the business licensed in this Agreement and must not, directly or indirectly, represent to the public or hold yourself out as a present or former Area Representative of ours. After such termination or expiration, you shall cease providing services or assistance to franchisees located within the Development Area.

(b) You shall immediately and permanently cease to use, by advertising or in any manner whatsoever, any confidential methods, procedures, and techniques associated with the Area Representative Franchised Business; the Proprietary Mark "Home Matters Caregiving" and all other Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System or the Area Representative Franchised Business. In particular, you shall cease to use, without limitation, all signs, equipment, advertising materials, stationery, forms, and any other articles, which display the Marks associated with the Area Representative Franchised Business.

(c) You shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "Home Matters Caregiving" or any other Mark, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

(d) You agree, in the event you continue to operate or subsequently begin to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Marks either in connection with such other business or the promotion thereof which is likely to cause confusion, mistake, or deception, or which is likely to dilute our rights in and to the Marks; and you further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us so as to constitute unfair competition.

(e) In the event of termination for any default by you, you shall promptly pay all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of the default, which obligation shall give rise to and remain, until paid in full, a lien in our favor against any and all of the personal property, fixtures, equipment, and inventory owned by you and at the business licensed in this Agreement at the time of the default.

(f) You shall pay us all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for enforcement of any provisions of this Article 12.

(g) You shall immediately turn over to us all materials including all manuals, records, files, instructions, correspondence, all materials related to operating the Franchised Business, including, without limitation, brochures, agreements, invoices, Disclosure Documents, and any and all other materials related to operating the Franchised Business in this Agreement in your possession and all copies thereof (all of which are acknowledged to be our property), and shall retain no copy or record of any of the foregoing, excepting only your copy of this Agreement and of any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law.

(h) The Franchise Agreement(s) you have executed for your Home Matters Caregiving outlet(s), if any, shall remain in full force and effect, notwithstanding the termination of this Agreement, provided you are not in default under any of said Franchise Agreements.

(i) You shall immediately and permanently forfeit all rights to earn any portion of initial franchise fees, royalty fees and/or transfer fees paid to us by franchisees in the Development Area.

## ARTICLE 13: TAXES AND INDEBTEDNESS

13.1 You shall promptly pay, when due, all taxes levied or assessed by any federal, state or local tax authority and any and all other indebtedness incurred by you in the operation of the Franchised Business. You shall pay to us an amount equal to any sales tax, gross receipts tax or similar tax imposed on us with respect to any payments to us required under this Agreement, unless the tax is credited against income tax otherwise payable by us.

13.2 In the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; provided, however, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor to occur against the premises of the Franchised Business or any improvements thereon.

13.3 You shall comply with all federal, state, and local laws, rules and regulations, and shall timely obtain any and all permits, certificates, licenses and bonds necessary for the full and proper operation and management of the Franchised Business, including, without limitation, a license to do business and provide services, fictitious name registration, sales tax and other permits. Copies of all subsequent inspection reports, warnings, certificates and ratings issued by any governmental entity during the term of this Agreement in connection with the conduct of the Franchised Business which indicate your failure to meet or maintain the highest governmental standards or less than full compliance by you with any applicable law, rule or regulation shall be forwarded to us by you within three (3) days of your receipt thereof.

13.4 You shall notify us in writing within three (3) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business. Additionally, any and all consumer related complaints shall be answered by you within fifteen (15) days after receipt thereof or such shorter period of time as may be provided in said complaint. A copy of said answer shall be forwarded to us within three (3) days of the date that said answer is forwarded to the complainant.

## ARTICLE 14: INDEPENDENT CONTRACTOR AND INDEMNIFICATION

14.1 The parties acknowledge and agree that you shall be an independent contractor and this Agreement does not create a fiduciary relationship between them, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer or servant of the other for any purpose. You understand and agree that you are and will be an independent contractor under this Agreement. Nothing in this Agreement may be interpreted as creating a partnership, joint venture, agency, employment or fiduciary relationship of any kind. Your employees are not our employees. Neither you nor any of your employees whose compensation you pay may in any way, directly or by implication, shall be considered our employee for any purpose, regardless of inclusion in mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. We will not have the power to hire or terminate the employment of your employees. You expressly agree, and will never claim

otherwise, that our authority under this Agreement to determine that certain of your employees are qualified to perform certain tasks for you does not directly or indirectly vest in us the power to influence the employment terms of any such employee.

You agree that you alone are to exercise day-to-day control over all operations, activities and elements of your business, and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never claim otherwise, that the various restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Confidential Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Franchised Business.

14.2 During the term of this Agreement, you shall hold yourself out to the public as an independent contractor conducting your operations pursuant to the rights granted by us. You agree to take such action as shall be reasonably necessary to that end, including, without limitation, exhibiting a notice of that fact in a conspicuous place on any Business premises established for the purposes hereunder and on all letterhead, business cards, forms, and as further described in the Confidential Operations Manual. We reserve the right to specify in writing the content and form of such notice.

You acknowledge and agree that any training we provide for your employees is geared to impart to those employees, with your ultimate authority, the various procedures, protocols, systems and operations of a Home Matters Caregiving outlet and in no fashion reflects any employment relationship between us and such employees. If it is ever asserted that we are the employer, joint employer or co-employer of any of your employees in any private or government investigation, action, proceeding, arbitration or other setting, you irrevocably agree to assist us in defending said allegation, appearing at any venue requested by us to testify on our behalf; participating in depositions or other appearances; or preparing affidavits rejecting any assertion that we are the employer, joint employer or co-employer of any of your employees.

14.3 You hereby irrevocably affirm, attest and covenant your understanding that your employees are employed exclusively by you and in no fashion are any such employee employed, jointly employed or co-employed by us. You further affirm and attest that each of your employees is under your exclusive dominion and control and never under our direct or indirect control in any fashion whatsoever. You alone hire each of your employees; set their schedules; establish their compensation rates; and pay all salaries, benefits and employment-related liabilities (such as workers' compensation insurance premiums/payroll taxes/Social Security contributions/unemployment insurance premiums). You alone have the ability to discipline or terminate your employees to the exclusion of us, and you acknowledge that we have no such authority or ability. You further attest and affirm that any minimum staffing requirements established by us are solely for the purpose of ensuring that the Franchised Business is at all times staffed at those levels necessary to operate the Franchised Business in conformity with the System and the products, services, standards of quality and efficiency, and other Home Matters Caregiving brand attributes known to and desired by the consuming public and associated with the Marks. You affirm, warrant and understand that you may staff the Franchised Business with as many employees as you desire at any time so long as our minimal staffing levels are achieved. You also affirm and attest that any recommendations you may receive from us regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist you to efficiently operate your Franchised Business, and that you are entirely free to disregard our recommendations regarding such employee compensation. Moreover, you affirm and attest that any training provided by us for your employees is geared to impart to those employees, with your ultimate authority, the various procedures, protocols, systems and operations of a Franchised Business and in no fashion reflects any employment relationship between us and such employees. Finally, should it ever be asserted that we are the employer, joint employer or co-employer of any of your employees in any private or government investigation, action, proceeding, arbitration or other setting, you irrevocably

agree to assist us in defending said allegation, including (if necessary) appearing at any venue requested by us to testify on our behalf (and, as may be necessary, submitting yourself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that we are the employer, joint employer or co-employer of any of your employees). To the extent we are the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of you, should any such appearance by you be required or requested by us, we will recompense you the reasonable costs associated with your appearing at any such venue.

14.4 It is understood and agreed that nothing in this Agreement authorizes you to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name, and that we will in no event assume liability for or be deemed liable in this Agreement as a result of any such action or by reason of any act or omission of yours in your conduct of the Franchised Business or any claim or judgment arising therefrom against us. You agree at all times to defend, at your own cost, and to indemnify and hold harmless to the fullest extent permitted by law, us, our corporate parent, the corporate subsidiaries, affiliates, successors, assigns and designees of either entity, and the respective directors, officers, employees, agents, shareholders, designees, and representatives of each from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon any of the following: (a) your alleged infringement or any other violation of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; (b) your alleged violation or breach of any contract, federal, state or local law, regulation, ruling, standard or directive of any industry standard; (c) libel, slander or any other form of defamation by you; (d) your alleged violation or breach of any warranty, representation, agreement or obligation in this Agreement; (e) any acts, errors or omissions of you or any of your agents, servants, employees, contractors, partners, proprietors, affiliates, or representatives, including, but not limited to, unauthorized disclosures to prospective franchisees; (f) latent or other defects in the Franchised Business, whether or not discoverable by us or you; (g) the inaccuracy, lack of authenticity or nondisclosure of any information by any customer of the Franchised Business; (h) any services or products provided by you at, from or related to the operation at the Franchised Business; (i) any services or products provided by any affiliated or non-affiliated participating entity; (j) any action by any customer of the Franchised Business; and (k) any damage to the property of you or us, our respective agents or employees, or any third person, firm or corporation, whether or not such losses, claims, costs, expenses, damages, or liabilities were actually or allegedly caused wholly or in part through the active or passive negligence of us or any of our agents or employees, or resulted from any strict liability imposed on us or any of our agents or employees. Franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent that they are determined to have been caused solely and directly by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

14.5 You shall conspicuously identify yourself and the Franchised Business in all dealings with your clients, contractors, suppliers, public officials and others, as an independent area representative of ours, and shall place such notice of independent ownership on all forms, business cards, stationery, advertising, signs and other materials and in such fashion as we may, in our sole and exclusive discretion, specify and require from time to time in our Confidential Operations Manual (as same may be amended from time to time) or otherwise.

14.6 Except as otherwise expressly authorized by this Agreement, neither party hereto will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us and you is other than that of franchisor and area representative. We do not assume any liability, and will not be deemed liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement, nor will we be obligated for any damages to any person or property which directly or indirectly arise from or relate to the operation of the Franchised Business franchised hereby.

## ARTICLE 15: APPROVALS AND WAIVERS

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

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

## ARTICLE 16: NOTICES

Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally or by certified mail or courier, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as set forth in the introductory paragraph of this Agreement, or at such other address or addresses as the parties may from time to time designate in writing.

## ARTICLE 17: RELEASE OF PRIOR CLAIMS

By executing this Agreement, you, individually and on behalf of your heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, forever releases and discharges us and our officers, directors, employees, agents and servants, including our subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties executed prior to the date of this Agreement including, but not limited to, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any of its states or territories.

## ARTICLE 18: DISCLOSURE STATEMENT AND DISCLAIMER

18.1 You acknowledge that you received from us a Federal Trade Commission Disclosure Document for the State in which the Franchised Business will be located or at your place of residence, as appropriate, at least fourteen (14) calendar days before you signed this Agreement or any payment was made to us or our affiliates.

_____ [Please initial to acknowledge that you have read and understand this Section 18.1.]

18.2 You represent that you have read this Agreement in its entirety and that you have been given the opportunity to clarify any provisions that you did not understand and to consult with an attorney or other professional advisor. You further represent that you understand the terms, conditions and obligations of this Agreement and agree to be bound by them.

_____ [Please initial to acknowledge that you have read and understand this Section 18.2.]

18.3 You acknowledge and accept the following:

YOUR SUCCESS IN OPERATING A FRANCHISE IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS INCLUDING, TO A LARGE EXTENT, YOUR INDEPENDENT BUSINESS ABILITY. THIS OFFERING IS NOT A SECURITY, AS THAT TERM IS DEFINED UNDER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THE OBLIGATION TO TRAIN, MANAGE, PAY, RECRUIT AND SUPERVISE EMPLOYEES OF THE FRANCHISED BUSINESS RESTS SOLELY WITH YOU. YOU HAVE NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE POTENTIAL SUCCESS OR PROJECTED INCOME OF THE BUSINESS VENTURE CONTEMPLATED HEREBY. NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE BY US TO INDUCE YOU TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED IN THIS AGREEMENT. WE HAVE NOT MADE ANY REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL REVENUES, PROFITS OR SERVICES OF THE BUSINESS VENTURE TO YOU AND CANNOT, EXCEPT UNDER THE TERMS OF THIS AGREEMENT, EXERCISE CONTROL OVER YOUR BUSINESS. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO KNOWLEDGE OF ANY REPRESENTATION MADE BY US OR OUR REPRESENTATIVES OF ANY INFORMATION THAT IS CONTRARY TO THE TERMS CONTAINED IN THIS AGREEMENT.

_____ [Please initial to acknowledge that you have read and understand this Section 18.3.]

## ARTICLE 19: ENTIRE AGREEMENT

This Agreement, the documents referred to in this Agreement and the attachments to it, if any, constitute the entire, full and complete agreement between the parties concerning the subject matter hereof, and supersede all prior agreements with no other representations as to having induced you to execute this Agreement; notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments. No amendment, change, or variance from this Agreement shall be binding on the parties unless mutually agreed to by the parties and executed by themselves or their authorized officers or agents in writing.

_____ [Please initial to acknowledge that you have read and understand this Article 19]

## ARTICLE 20: SEVERABILITY AND CONSTRUCTION

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

20.2 You expressly agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final

decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

20.3 All captions in this Agreement are intended solely for the convenience of the parties, and none of the captions shall be deemed to affect the meaning or construction of any provision hereof.

20.4 All references in this Agreement to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable, and all acknowledgments, promises, covenants, agreements and obligations in this Agreement made or undertaken by you shall be deemed jointly and severally undertaken by all of the parties executing this Agreement in his/her individual capacity on your behalf. This Agreement may be executed in one or more originals, each of which shall be deemed an original.

20.5 As used in this Agreement, the term "Area Representative" shall include all persons who succeed to the interest of the original Area Representative by transfer or operation of law and shall be deemed to include not only the individual or entity defined as "Area Representative" in the introductory paragraph of this Agreement, but shall also include all partners of the entity that executes this Agreement, in the event said entity is a partnership; all shareholders, officers and directors of the entity that executes this Agreement, in the event said entity is a corporation; and all members of the entity that executes this Agreement, in the event said entity is a limited liability company. By their signatures hereto, all partners, shareholders, officers, directors and members of the entity that signs this Agreement as Area Representative acknowledge and accept the duties and obligations imposed upon each of them, individually, by the terms of this Agreement. The ownership interests in Area Representative are accurately and completely described on Attachment 3 of this Agreement. Upon the occurrence of any change of ownership, Area Representative shall immediately provide Franchisor with a copy of the updated list of all owners of the entity. Area Representative shall make a list of its owners available to Franchisor at any time upon request

20.6 If, as a result of hurricane, tornado, typhoon, flooding, lightning, blizzard and other unusually severe weather, earthquake, avalanche, volcanic eruption, fire, riot, insurrection, acts of terrorism, war, explosion, unavoidable calamity or other act of God (a "Force Majeure"), compliance by any party with the terms of this Agreement is rendered impossible or would otherwise create an undue hardship upon any party, all parties shall be excused from their respective obligations in this Agreement for the duration of the Force Majeure and for a reasonable recovery period after it ends, but otherwise this Agreement shall continue in full force and effect.

## ARTICLE 21: APPLICABLE LAW

21.1 This Agreement takes effect upon its acceptance and execution by us. This Agreement shall be interpreted and construed under the laws of the State of Arizona except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.). You and we each acknowledge and agree that this choice of applicable state law provides each of the parties with the mutual benefit of uniform interpretation of this Agreement. You expressly waive any rights or protections you have or may have under any statute or law of any other state to the fullest extent permitted by law. This Agreement may be deemed to be amended from time to time as may be necessary to bring any of its provisions into conformity with valid applicable laws or regulations.

21.2 Except as otherwise expressly provided by applicable state law or regulation, the parties agree that any action brought by either party against the other shall be brought in Arizona, and the parties do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

21.3 No right or remedy conferred upon or reserved by us or you by this Agreement is exclusive of any other right or remedy provided or permitted in this Agreement, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

21.4 Nothing in this Agreement contained shall bar our right to obtain injunctive relief against threatened conduct that will cause us loss or damage under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

## ARTICLE 22: ARBITRATION

22.1 (a) Except to the extent we elect to enforce the provisions of this Agreement by judicial process and injunction in our sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation will be settled by binding arbitration in Arizona, under the authority of the Arizona Statutes. The arbitrator(s) will have a minimum of five (5) years of experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Arizona Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Arizona Statutes. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement.

(b) Notwithstanding the above, the following shall not be subject to arbitration: (i) disputes and controversies arising from the Sherman Act, the Clayton Act or any other federal or state antitrust law; or (ii) disputes and controversies based upon or arising under the Lanham Act, as now or later amended, relating to the ownership or validity of the Marks or any other trademarks; or (iii) disputes and controversies relating to actions to obtain possession of the premises of the Franchised Business under lease or sublease.

(c) If we will desire to seek specific performance or other extraordinary relief including, but not limited to, injunctive relief under this Agreement, and any amendments thereto, or to collect monies due, then any such action shall not be subject to arbitration and we will have the right to bring such action as described in Section 22.2.

(d) In proceeding with arbitration and in making determinations in this Agreement, the arbitrators shall not extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by us in good faith. Notice of or request to or demand for arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement. The arbitrators shall apply Arizona law and the terms of this Agreement in reaching their decision.

22.2 With respect to any claims, controversies or disputes which are not finally resolved through arbitration, or as otherwise provided above, you hereby irrevocably submit yourselves to the jurisdiction of the state courts of Arizona, and the federal district court for the District Court located nearest to our headquarters. You hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision. You hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Arizona or federal law. You further agree that venue for any proceeding relating to or arising out of this Agreement shall be Arizona; provided, however, with respect to any action (1) for monies owed,

(2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief relating to, real property, we may bring such action in any state or federal district court which has jurisdiction. With respect to all claims, controversies, disputes or actions, related to this Agreement or the relationship created thereby, this Agreement and any such related claims, controversies, disputes or actions shall be governed, enforced and interpreted under Arizona law.

22.3 You and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 22.2 above provide each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. You and we further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated for in good faith and are part of the benefit of the bargain reflected by this Agreement.

22.4 As to all disputes between our franchisees, or between our franchisees, multi-unit developers and/or area representatives, we reserve the right, at any time, to create a dispute resolution program and related specifications, standards, procedures and rules for its implementation to be administered by us or our designees for the benefit of all franchisees conducting business under the System for the purpose of attempting to reach a resolution short of pursuing binding arbitration as required by this Agreement. The standards, specifications, procedures and rules for such dispute resolution program shall be made part of the Confidential Operations Manual. If you have a claim, controversy or dispute relating to another franchisee, you agree to participate in the program and submit any such claims, controversies or disputes in accordance with the program's standards, specifications, procedures and rules, prior to seeking resolution of such claim by any other judicially or legally available means.

22.5 You hereby waive, to the fullest extent permitted by law, any right to or claim or any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against us, our affiliates, and our respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, you shall be limited to the recovery of any actual damages sustained by you. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) shall continue in full force and effect.

_____ [Please initial to acknowledge that you have read and understand this Section 22.5]

22.6 Each party irrevocably waives trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party.

_____ [Please initial to acknowledge that you have read and understand this Section 22.6]

22.7 Any and all claims, except claims for monies due us, arising out of or relating to this Agreement or the relationship among the parties hereto shall be barred unless an action or legal or arbitration proceeding is commenced within one (1) year from the date you or we knew or should have known of the facts giving rise to such claims.

22.8 In the event any party is required to employ legal counsel or to incur other reasonable expenses to enforce any obligation of another party in this Agreement, or to defend against any claim, demand, action, or proceeding by reason of another party's failure to perform any obligation imposed upon such party by this Agreement, and provided that legal action is filed by or against the first party and such

action or the settlement thereof establishes the other party's default in this Agreement, then the prevailing party shall be entitled to recover from the other party the amount of all reasonable attorneys' fees of such counsel and all other expenses reasonably incurred in enforcing such obligation or in defending against such claim, demand, action, or proceeding, whether incurred prior to, in preparation for, in contemplation of, or after the filing of such action.

## ARTICLE 23: CHANGES AND MODIFICATIONS

23.1 We may modify this Agreement only upon the execution of a written agreement by us and you. We reserve and shall have the sole right to make changes in the Confidential Operations Manual, the System and the Marks at any time and without prior notice to you. You shall promptly alter any signs, products, business materials or related items, at your sole cost and expense, upon written receipt of written notice of such change or modification in order to conform with our revised specifications. In the event that any improvement or addition to the Confidential Operations Manual, the System or the Marks is developed by you, then you agree to grant to us an irrevocable, world-wide, exclusive, royalty-free license, with the right to sublicense such improvement or addition.

23.2 You understand and agree that due to changes in competitive circumstances, presently unforeseen changes in the needs of customers, and/or presently unforeseen technological innovations, the System must not remain static in order that it best serve the interest of us, our franchisees, our area representatives and the System. Accordingly, you expressly understand and agree that we may from time to time change the components of the System, including, but not limited to, altering the Franchised Businesses, services, methods, standards, forms, policies and procedures of that System; adding to, deleting from or modifying those Franchised Businesses, products and services which the Franchised Business is authorized to offer; and changing, improving or modifying the Marks, leases, franchise agreements, subleases, designs, manuals and procedures. Subject to the other provisions of this Agreement, you expressly agree to abide by any such modifications, changes, additions, deletions and alterations.

## ARTICLE 24: ACKNOWLEDGMENTS

Area Representative shall acknowledge the truthfulness of the statements contained in Attachment 2 hereto. Area Representative's acknowledgements are an inducement for Franchisor to enter into this Agreement. Area Representative shall immediately notify Franchisor, prior to acknowledgment, if any statement in Attachment 2 is incomplete or incorrect.

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

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
Name:_____
Title:_____

AREA REPRESENTATIVE:

_____

By:_____
Name:_____
Title:_____

PRINCIPAL:

_____
_____
(Print Name)

PRINCIPAL:

_____
_____
(Print Name)

**ATTACHMENT 1**

**DEVELOPMENT AREA AND DEVELOPMENT SCHEDULE**

The Development Area shall be as follows:

The Development Schedule shall be as follows:

One (1) franchise sale within eighteen (18) months after the date the Area Representative Franchised Business opens; thereafter, one (1) franchise sale each twelve (12) month period after the date of the first sale until you have sold seventy percent (70%) of your ~~required Development Schedule.~~ development area franchise units.

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
Name:_____
Title:_____

AREA REPRESENTATIVE

_____

By:_____
Name:_____
Title:_____

**ATTACHMENT 2**

**ACKNOWLEDGMENT STATEMENT**

**Please do not sign if the franchisee is a Maryland or Washington resident or if the franchised business will be located within the State of Maryland or Washington.**

Area Representative hereby acknowledges the following:

1. Area Representative has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Area Representative Business. Area Representative further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Area Representative Business provided for in this Agreement has been made to Area Representative by Franchisor and Area Representative and any and all Principals hereby waive any claim against Franchisor for any business failure Area Representative may experience as an area representative under this Agreement.

_____
Initial

2. Area Representative has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Area Representative and its efforts as an independent business operation.

_____
Initial

3. Area Representative agrees that no claims of success or failure have been made to it or him or her prior to signing this Agreement and that it/she/he understands all the terms and conditions of this Agreement. Area Representative further acknowledges that this Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally; provided, however, nothing in this Franchise Agreement or in any related agreement is intended to disclaim the representations made to Area Representative in Franchisor's Franchise Disclosure Document.

_____
Initial

4. Area Representative has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein. Area Representative acknowledges that no representations or warranties are made or implied, except as specifically set forth herein. Area Representative represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

_____
Initial

5. Franchisor expressly disclaims the making of, and Area Representative acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

_____
Initial

6. Area Representative acknowledges that it has received the Home Matters Caregiving Franchise Disclosure Document with a complete copy of this Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which this Agreement was executed. Area Representative further acknowledges that Area Representative has read such Franchise Disclosure Document and understands its contents.

_____
Initial

7. Area Representative acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Area Representative with respect to this Agreement or the relationship thereby created.

_____
Initial

8. Area Representative, together with Area Representative's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the area representative opportunity granted by this Agreement.

_____
Initial

9. Area Representative is aware of the fact that other present or future area representatives of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various area representatives may differ materially in certain circumstances.

_____
Initial

10. Release of Prior Claims. BY EXECUTING THIS AGREEMENT, AREA REPRESENTATIVE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF AREA REPRESENTATIVE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE SENIOR

HEALTHCARE INVESTMENTS, LLC, ITS PARENT(S), AFFILIATE(S), SUBSIDIARY(IES), AND ALL OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF.

_____
Initial

Franchisees in the state of Washington should not sign this Acknowledgement Statement.

Acknowledged this day of _____.

_____
*Signature*
Print Name:_____

**ATTACHMENT 3**

**STATEMENT OF OWNERSHIP INTERESTS IN AREA REPRESENTATIVE/ENTITY**

| **Name** | **Percentage of Ownership** |
|---|---|

**ATTACHMENT 4**

**INTERNET ADVERTISING, SOCIAL MEDIA AND TELEPHONE ACCOUNT AGREEMENT**

**THIS INTERNET ADVERTISING, SOCIAL MEDIA AND TELEPHONE ACCOUNT AGREEMENT** (the "Agreement") is made and entered into this day of _____ (the "Effective Date") by and between Senior HealthCare Investments, LLC, a Wyoming limited liability company (the "Franchisor"), and _____, a _____ (the "Area Representative").

**WHEREAS**, Franchisee desires to enter into an area representative agreement with Franchisor for a Home Matters Caregiving ("Area Representative Agreement") which will allow Area Representative to conduct internet-based advertising, maintain social media accounts, and use telephone listings linked to the Home Matters Caregiving brand.

**WHEREAS**, Franchisor would not enter into the Area Representative Agreement without Area Representative's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;

**NOW, THEREFORE**, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Area Representative Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions**

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Area Representative Agreement. "Termination" of the Area Representative Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **Internet Advertising and Telephone Accounts**

2.1 Interest in Websites, Social Media Accounts and Other Electronic Listings. Area Representative may acquire (whether in accordance with or in violation of the Area Representative Agreement) during the term of Area Representative Agreement, certain right, title, or interest in and to certain domain names, social media accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet websites, and the right to hyperlink to certain websites and listings on various internet search engines (collectively, "Electronic Advertising") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Area Representative has or will acquire during the term of the Area Representative Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. On Termination of the Area Representative Agreement, or on periodic request of Franchisor, Area Representative will immediately:

2.3.1 direct all internet service providers, domain name registries, internet search engines, social media companies, and other listing agencies (collectively, the "Internet Companies") with

which Area Representative has Electronic Advertising: (i) to transfer all of Area Representative's interest in such Electronic Advertising to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Electronic Advertising, Area Representative will immediately direct the Internet Companies to terminate such Electronic Advertising or will take such other actions with respect to the Electronic Advertising as Franchisor directs; and

2.3.2 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Area Representative has Telephone Listings: (i) to transfer all Area Representative's interest in such Telephone Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Listings, Area Representative will immediately direct the Telephone Companies to terminate such Telephone Listings or will take such other actions with respect to the Telephone Listings as Franchisor directs.

2.4 Appointment; Power of Attorney. Area Representative hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Area Representative Agreement and this Agreement or otherwise, with full power of substitution, as Area Representative's true and lawful attorney-in-fact with full power and authority in Area Representative's place and stead, and in Area Representative's name or the name of any affiliated person or affiliated company of Area Representative, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Area Representative further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Area Representative has satisfied all of its obligations under the Area Representative Agreement and any and all other agreements to which Area Representative and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Area Representative hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet Companies to transfer all Area Representative's interest in and to the Electronic Advertising to Franchisor, or alternatively, to direct the Internet Companies to terminate any or all of the Electronic Advertising;

2.4.2 Direct the Telephone Companies to transfer all Area Representative's interest in and to the Telephone Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee's interest.

2.5 Certification of Termination. Area Representative hereby directs the Internet Companies and Telephone Companies to accept, as conclusive proof of Termination of the Area Representative Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Area Representative Agreement has terminated.

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Area Representative's interests as described in paragraph 2.3 above to Franchisor, as between Area Representative and Franchisor, Area Representative will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Area Representative will remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Area Representative is obligated to pay to them for obligations Area Representative incurred before the date Franchisor duly accepted the transfer of

such interests, or for any other obligations not subject to the Area Representative Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Area Representative hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Area Representative is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Area Representative will pay Franchisor in full, without defense or setoff, on demand. Area Representative agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Area Representative expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Area Representative's interest in any matter hereunder.

3.4 Further Assurances. Area Representative agrees that at any time after the date of this Agreement, Area Representative will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Area Representative's obligations, under this Agreement shall be binding on Area Representative's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Area Representative Agreement and attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Area Representative Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Arizona, without regard to the application of Arizona conflict of law rules.

**-Remainder of Page Intentionally Blank-**

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
_____, _____
(Print Name, Title)

AREA REPRESENTATIVE:
_____

By:_____
_____,_____
(Print Name, Title)

PRINCIPAL:

_____
_____
(Print Name)

PRINCIPAL:

_____
_____
(Print Name)

**ATTACHMENT 5**

**CONFIDENTIALITY AND NON-COMPETITION AGREEMENT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20__, by and among Senior HealthCare Investments, LLC, a Wyoming limited liability company ("Franchisor"), _____, a corporation/partnership ("Area Representative"), and _____, a resident of _____ ("Covenantor").

W I T N E S S E T H:

WHEREAS, pursuant to the terms of that certain Area Representative Agreement between Franchisor and Area Representative dated _____ (the "Area Representative Agreement"), Franchisor has granted to Area Representative the right to own and operate a "Home Matters Caregiving" area representative business (the Franchised Business") only in the Development Area (all capitalized terms not defined in this Agreement shall have the respective meanings set forth in the Area Representative Agreement);

WHEREAS, Covenantor is either a shareholder, partner, an officer or a director of Area Representative or is an employee of Area Representative who will have access to the Confidential Information (as defined below) in connection with the operation of the Franchised Business at the Premises;

WHEREAS, in consideration of the grant of the franchise for the Franchised Business to Area Representative and the employment of Covenantor (in the event Covenantor is an employee of Area Representative), as a condition precedent to allowing Covenantor to have access to the Confidential Information, and as a material term of the Area Representative Agreement necessary to protect Franchisor's ownership interest in the Area Representative's right to use the Confidential Information in the Franchised Business, Franchisor and Area Representative require that Covenantor enter into this Agreement;

WHEREAS, to induce Franchisor to enter into the Area Representative Agreement and to avoid a material breach thereof, as the case may be, Franchisor, Area Representative and Covenantor desire, and deem it to be in Covenantor's personal best interest that Covenantor enter into this Agreement; and

WHEREAS, due to the nature of Franchisor's business, any use or disclosure of the Confidential Information other than in accordance with this Agreement will cause Franchisor and Area Representative substantial harm.

NOW, THEREFORE, to induce Franchisor to enter into the Area Representative Agreement and/or to prevent Franchisor from declaring a material breach in this Agreement, and in consideration of the covenants and mutual agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The recitals set forth above shall be deemed to be incorporated in this Agreement as if fully set forth in this Agreement, and this Agreement shall be interpreted in light of such recitals.

2. Definition of Confidential Information.

As used in this Agreement, the term "Confidential Information" shall mean certain confidential and proprietary information and trade secrets consisting of the following categories of information and knowledge developed or to be developed or acquired by Franchisor, its Affiliates and/or

its franchisees and Area Representatives (the "Confidential Information"), including, without limitation: (a) distinctive methods, techniques, equipment, specification, standards, policies, procedures, information, concepts and systems relating to, and knowledge of and experience in the development, operation and franchising of the Franchised Business; and (b) marketing and promotional programs for the Franchised Business.

3. Protection of Confidential Information.

Franchisor will disclose to Area Representative the Confidential Information pursuant to the Area Representative Agreement. Covenantor acknowledges and agrees that Covenantor will not acquire any interest in or right to use the Confidential Information, except the right to use it strictly in accordance with the Area Representative Agreement, and that the use or duplication of the Confidential Information in any other business would be detrimental to Franchisor and would constitute an unfair method of competition with Franchisor and other Franchised Business owners. Covenantor acknowledges and agrees that the Confidential Information is a valuable asset of Franchisor, is proprietary, includes trade secrets of valuable asset of Franchisor, and is disclosed to Covenantor by Area Representative solely on the condition that Covenantor agrees, and Covenantor hereby does agree, that Covenantor:

(a) will not use the Confidential Information in any other business or capacity;

(b) will maintain the absolute secrecy and confidentiality of the Confidential Information during and after the term of the Area Representative Agreement;

(c) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form; and

(d) will follow all reasonable procedures prescribed from time to time by Franchisor and Area Representative to prevent unauthorized use or disclosure of or access to the Confidential Information. Notwithstanding the foregoing, nothing in this Agreement shall prevent Covenantor from continuing to use, after termination of this Agreement, any portion of the Confidential Information that has become generally known or easily accessible, other than by any person's or entity's breach of any obligation of confidentiality to Franchisor or Area Representative. Nothing contained in this Agreement shall be construed to prohibit Covenantor from using the Confidential Information in connection with the operation of a "Home Matters Caregiving" business (other than the Franchised Business) pursuant to a Franchise Agreement between Covenantor and Franchisor. Covenantor agrees to disclose to Franchisor all ideas, concepts, methods, techniques and products relating to the development and operation of the Franchised Business conceived or developed by Covenantor during the term of this Agreement, and Franchisor shall have a perpetual, non-exclusive and world wide right to incorporate same in the System for use in all Home Matters Caregiving outlets operated by Franchisor and its Area Representatives. Franchisor shall have no obligation to make any payment to Covenantor with respect to any idea, concept, method, technique or product developed or suggested by Covenantor and incorporated by Franchisor in the Franchised Business. Covenantor agrees that Covenantor will not use any such concept, method, technique or product without obtaining Franchisor's prior written approval.

4. Restrictive Covenant During the Term of the Area Representative Agreement.

Covenantor acknowledges and agrees that Franchisor would be unable to protect the Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Home Matters Caregiving outlets if persons or entities authorized to use the Confidential Information were permitted to hold interest in or perform services for a Competitive Business. As used in this Agreement, "Competitive Business" means any enterprise that:

(a) is substantially similar to the business then engaged in by a substantial number of Home Matters Caregiving outlets; or

(b) grants a franchise or license or establishes a joint venture, for the development and/or operation of an enterprise described in the foregoing clause (a). Covenantor further acknowledges that restrictions on his/her direct or indirect ownership of interests in a Competitive Business will not hinder Covenantor's activities in connection with Area Representative's performance of the Area Representative Agreement or in general. Covenantor therefore agrees that during the term of the Area Representative Agreement and so long as Covenantor is either a shareholder, partner, employee, officer or director of Area Representative, Covenantor shall not directly or indirectly engage in any Competitive Business. As used in this Agreement, the phrase "directly or indirectly engage in any Competitive Business" shall include, without limitation: (x) the ownership of an interest in a Competitive Business by Covenantor or his/her spouse; and (y) the performance of services as a director, officer, manager, employee, consultant, representative, agent or otherwise for any Competitive Business by Covenantor or his/her spouse. Area Representative and Covenantor acknowledge and agree that the failure of Covenantor or his/her spouse to comply with this Paragraph 4 or Paragraphs 5 or 6 below shall preclude Covenantor or his/her spouse from acquiring ownership of shares in a business which is not a Competitive Business. The restrictions of this Paragraph shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than five percent (5%) of the total number of issued and outstanding shares of that class of securities.

5. Restrictive Covenant upon Transfer of Covenantor's Ownership Interest in Area Representative.

If Covenantor transfers his/her entire ownership interest in Area Representative and is not later an employee, officer or director of Area Representative, Covenantor agrees that Covenantor will not directly or indirectly engage in any Competitive Business which is located in the Development Area or located within a radius of one hundred (100) miles of any Business under the System, whether owned by Franchisor or any franchisee or Area Representative for a period of two (2) years commencing on the effective date of such transfer. As used in this Paragraph 5 and in Paragraph 6 below, the phrase "directly or indirectly engage in a Competitive Business" shall mean and include, without limitation, the performance of services as a director, officer, manager, employee, consultant, representative, agent or otherwise for any Competitive Business by Covenantor or his/her spouse.

6. Restrictive Covenant upon Termination or Expiration of the Area Representative Agreement.

Upon the first to occur of:

(a) termination of the Area Representative Agreement;

(b) expiration of the Area Representative Agreement; or

(c) the date as of which Covenantor is neither a shareholder, partner, employee, officer nor director of Area Representative (other than in the case of a transfer governed by Paragraph 5 above), Covenantor agrees that Covenantor will not directly or indirectly engage in a Competitive Business located or operating within the Development Area or within a one hundred (100) mile radius of any other Home Matters Caregiving outlet for a period of two (2) years, commencing on the date of the applicable event described in clauses (a) or (b) above.

7. Surrender of Documents

Covenantor agrees that, as of the effective date of the earlier of:

(a) the covenant set forth in Paragraph 5, or

(b) the covenant set forth in Paragraph 6, Covenantor shall immediately cease to use the Confidential Information disclosed to or otherwise learned or acquired by Covenantor, return to Area Representative (or to Franchisor if directed by Franchisor) all copies of the Confidential Information loaned or made available to Covenantor.

8. Indemnification/Costs and Attorneys' Fees.

Covenantor agrees to indemnify and hold Franchisor and Area Representative harmless from and against any and all loss, cost, damage, liability and expense (including, without limitation, reasonable attorneys' fees, court costs and other reasonable litigation expenses) suffered, sustained or incurred by Franchisor or Area Representative as a result of, arising out of, or in connection with any failure of performance or breach of this Agreement by Covenantor. The party or parties prevailing in any judicial proceeding in connection with this Agreement shall be entitled to reimbursement of their costs and expenses, including but not limited to, reasonable accounting, paralegal, legal, expert witness and attorneys' fees, whether incurred prior to, in preparation for or in contemplation of the filing of such proceeding.

9. Waiver.

Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or remedy in this Agreement at any one or more times be deemed a waiver or relinquishment of such right or remedy at any other time or times.

10. Severability.

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision of this Agreement and any such provision which is adjudicated to be invalid or unenforceable shall be severed from this Agreement, provided that such severance is to apply only with respect to the operation of such provisions in the particular jurisdiction in which such adjudication is made. To the extent any restriction in this Agreement is deemed unenforceable by virtue of its scope in terms of time, geography or business activity prohibited, but may be made enforceable by reducing any or all thereof, the parties agree that the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction where enforcement is sought.

11. Rights of Parties are Cumulative.

The rights of the parties in this Agreement are cumulative and no exercise or enforcement by a party hereto of any right or remedy in this Agreement shall preclude the exercise or enforcement by them of any other right or remedy in this Agreement or which they are entitled by law to enforce.

12. Benefit.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

13. Entire Agreement.

This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and all prior negotiations, agreements and understandings are merged in this

Agreement. This Agreement may not be modified or rescinded except by a written agreement to such effect signed by the party against whom enforcement is sought.

14. Governing Law.

This Agreement and the rights and obligations of the parties in this Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona exclusive of such state's choice of law or conflict of law rules.

15. Counterparts.

This Agreement may be executed in counterparts, each of which will be deemed an original.

The parties hereto have executed this Agreement as of the day and year first above written.

SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
Name:_____
Title:_____

AREA REPRESENTATIVE:

By:_____
Name:_____
Title:_____

COVENANTOR:

Name:_____

**ATTACHMENT 6**

**GENERAL RELEASE**

_____ ("Area Representative") and its principal(s):

_____

_____

(collectively, "Area Representative's Principal(s)"), on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them (collectively, the "Area Representative Releasors"), hereby release, discharge and hold harmless Senior Healthcare Investments, LLC. ("Franchisor") and Franchisor's affiliates, officers, directors, members, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Area Representative Agreement dated _____, between Area Representative and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Area Representative Agreement, or any claims or representations made relative to the sale of the franchise to operate such Franchised Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Area Representative Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Area Representative Released Claims").

AREA REPRESENTATIVE AND AREA REPRESENTATIVE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE AREA REPRESENTATIVE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE AREA REPRESENTATIVE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT.

The Area Representative Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Area Representative Released Claim, and Area Representative and Area Representative's Principal(s) shall defend, indemnify and hold harmless each of Franchisor Releasees against same.

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.

-Remainder of Page Intentionally Blank-

The foregoing Release is executed as of _____.

AREA REPRESENTATIVE:

_____

By:_____
Name:_____
Title:_____

PRINCIPAL:

_____
Name:_____

PRINCIPAL:

_____
Name:_____

**EXHIBIT C**

**FINANCIAL STATEMENTS**

# SENIOR HEALTHCARE INVESTMENTS, LLC

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# FINANCIAL STATEMENTS

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# DECEMBER 31, 2023 and 2022

**SENIOR HEALTHCARE INVESTMENTS, LLC**
**FINANCIAL STATEMENTS**

## TABLE OF CONTENTS


| | ***Page*** |
|---|---|
| Independent Auditors' Report | 1-2 |
| Balance Sheets | 3 |
| Statements of Income and Expenses | 4 |
| Statements of Members' Deficit | 5 |
| Statements of Cash Flows | 6 |
| Notes to Financial Statements | 7-10 |

# MARRS BERGQUIST, CPAs

CERTIFIED PUBLIC ACCOUNTANTS AND FINANCIAL CONSULTANTS

LORI A. MARRS
CERTIFIED PUBLIC ACCOUNTANT

KAREN BERGQUIST
CERTIFIED PUBLIC ACCOUNTANT


## INDEPENDENT AUDITORS' REPORT

To the Members of
Senior Healthcare Investments, LLC

### Opinion

We have audited the accompanying financial statements of Senior Healthcare Investments, LLC which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and expenses, changes in members' deficit, 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 Senior Healthcare Investments, LLC as of December 31, 2023 and 2022, 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 Senior Healthcare Investments, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Senior Healthcare Investments, 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 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 Senior Healthcare Investments, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Senior Healthcare Investments, 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.

Las Vegas, Nevada

April 9, 2024

**SENIOR HEALTHCARE INVESTMENTS, LLC**
**BALANCE SHEETS**
**DECEMBER 31, 2023 AND 2022**

| | 2023 | 2022 |
|---|---|---|
| **ASSETS** | | |
| **Current Assets** | | |
| Cash | $ 30,404 | $ 80,420 |
| Prepaid expense | 22,489 | 19,356 |
| Accounts receivable | 45,577 | 13,248 |
| **Total Current Assets** | 98,470 | 113,024 |
| **Other Assets** | | |
| Contract assets | 1,429,841 | 777,460 |
| | 1,429,841 | 777,460 |
| **Total Assets** | $ 1,528,311 | $ 890,484 |
| **LIABILITIES AND MEMBERS' DEFICIT** | | |
| **Current Liabilities** | | |
| Accounts payable | $ 8,898 | $ 6,734 |
| Accrued expenses | 61,675 | 13,904 |
| **Total Current Liabilities** | 70,573 | 20,638 |
| **Deferred Franchise Fees** | 2,039,506 | 1,104,969 |
| **Total Liabilities** | 2,110,079 | 1,125,607 |
| **Members' Deficit** | (581,768) | (235,123) |
| **Total Liabilities and Members' Deficit** | $ 1,528,311 | $ 890,484 |

**SENIOR HEALTHCARE INVESTMENTS, LLC**
**STATEMENTS OF INCOME AND EXPENSES**
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

| | 2023 | 2022 |
|---|---|---|
| **Revenue** | | |
| Franchise fees | $ 332,964 | $ 216,953 |
| Royalty fees | 179,457 | 98,282 |
| Subscription fees | 64,289 | 4,517 |
| | 576,710 | 319,752 |
| **Cost of Revenue** | | |
| Commissions | 270,943 | 143,510 |
| | 270,943 | 143,510 |
| **Gross Profit** | 305,767 | 176,242 |
| **Operating Expenses** | | |
| Professional fees | 180,475 | 108,878 |
| Salaries | 168,078 | 59,708 |
| Computer and internet | 107,084 | 29,815 |
| Advertising | 71,158 | 17,766 |
| Travel and entertainment | 59,199 | 38,576 |
| Payroll taxes | 17,598 | 5,114 |
| Insurance | 13,861 | 2,644 |
| Rent | 12,672 | 6,019 |
| Office expense | 6,058 | 1,802 |
| Taxes and licenses | 5,975 | 6,443 |
| Interest | 4,704 | - |
| Dues and subscriptions | 3,376 | 5,499 |
| Payroll service fee | 1,319 | 898 |
| Telephone | 454 | 572 |
| Continuing education | 161 | 607 |
| Auto expense | 150 | 144 |
| Postage and shipping | 87 | 1,155 |
| Bank fees | 3 | 275 |
| | 652,412 | 285,915 |
| **Net Loss** | $ (346,645) | $ (109,673) |

**SENIOR HEALTHCARE INVESTMENTS, LLC**
**STATEMENTS OF CHANGES IN MEMBERS' DEFICIT**
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

| | MEMBERS' DEFICIT |
|---|---|
| Balance December 31, 2021 | $ (124,450) |
| Contributions | - |
| Distributions | (1,000) |
| Net Loss | (109,673) |
| Balance December 31, 2022 | (235,123) |
| Contributions | - |
| Distributions | - |
| Net Loss | (346,645) |
| Balance December 31, 2023 | $ (581,768) |

**SENIOR HEALTHCARE INVESTMENTS, LLC**
**STATEMENTS OF CASH FLOWS**
**FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022**

| | 2023 | 2022 |
|---|---|---|
| **Cash Flows from Operating Activities** | | |
| Net Loss | $ (346,645) | $ (109,673) |
| Adjustments to reconcile net loss to net cash provided by (used for) operating activities: | | |
| (Increase)/Decrease in assets: | | |
| Receivables | (32,329) | (8,165) |
| Prepaid expenses | (3,133) | (15,356) |
| Contract assets | (652,381) | (327,524) |
| Increase/(Decrease) in liabilities: | | |
| Accounts payable | 2,164 | (1,716) |
| Accrued expenses | 47,771 | 5,414 |
| Deferred franchise fees | 934,537 | 477,421 |
| **Net Cash Provided by (Used for) Operating Activities** | (50,016) | 20,401 |
| **Cash Flows from Financing Activities** | | |
| Member distributions | - | (1,000) |
| **Net Cash Provided by (Used for) Financing Activities** | - | (1,000) |
| **Net Increase/(Decrease) in Cash** | (50,016) | 19,401 |
| *Cash- Beginning of Year* | 80,420 | 61,019 |
| **Cash- End of Year** | $ 30,404 | $ 80,420 |
| **Supplemental Cash Flow Information:** | | |
| Cash paid during the year for: | | |
| Interest | $ 4,704 | $ - |

**SENIOR HEALTHCARE INVESTMENTS, LLC**
**NOTES TO FINANCIAL STATEMENTS**

## NOTE 1 - Summary of Significant Accounting Policies

***Nature of business:***

Senior Healthcare Investments, LLC (hereinafter, the Company) was organized under the laws of the State of Wyoming on June 2, 2020. The Company was organized with the intent to develop and sell franchise systems that offer non-medical in-home personal care and assisted living/residential care placement services under the name and mark of "Home Matters Caregiving" including, but not limited to, specifications and procedures for operations; procedures for management control, training and assistance; and merchandising, advertising and promotional programs. The Company bases its operations in Phoenix, Arizona.

***Basis of accounting:***

The financial statements of the Company have been prepared on the accrual basis of accounting; therefore, revenue is recognized when earned and expenses are recognized as incurred.

***Use of estimates:***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities and the reported amounts of revenues and expenses. Accordingly, actual results may differ from those estimates.

***Revenue recognition:***

The Company generally executes franchise unit and area representative agreements that establish the terms of its arrangement with the franchisee. The franchise unit and area representative agreements typically require the franchisee to pay an initial, non-refundable fee and continuing fees based upon a percentage of sales. Subject to the Company's approval and the franchisee's payment of a renewal fee, a franchisee may generally renew the franchise unit and area representative agreement upon its expiration. When an individual franchise unit and area representative agreement is sold, the Company agrees to provide certain services to the franchisee, including training, administration procedures, and promotional materials. Franchise fee revenue is recognized when these duties and services have been substantially completed.

Franchise fees that are designated for the franchise right granted in the respective franchise unit and area representative agreement are recorded as deferred revenue when received and recognized as revenue over the contractual term of the franchise agreement. Royalty fees from franchise units are determined as a percentage of franchise unit revenue and are recognized in the same period as the related sales occur. Subscription fees for computer and internet platforms are recorded as a flat monthly fee to franchisees and area representatives. Costs that are incurred to fulfill a franchise agreement are capitalized as a contract asset and amortized over the contractual term of the franchise agreement.

***Adoption of new lease standard:***

Effective January 1, 2022, the Company adopted Accounting Standards Update (ASU) 2016-02, *Leases* (ASC Topic 842) and subsequent amendments. ASC 842 affects all companies that enter into lease arrangements, with certain exclusions under limited scope limitations.

## NOTE 1 - Summary of Significant Accounting Policies (cont'd)

***Adoption of new lease standard (cont'd):***

Under ASU 2016-02, an entity recognizes right-of-use assets and lease obligations on its balance sheet for all leases with a lease term of more than 12 months.

***Lease policies:***

The new standard requires that leases with a lease term of more than 12 months be classified as either finance or operating leases. Leases are classified as finance leases when the Company expects to consume a major part of the economic benefits of the leased assets over the remaining lease term. Conversely, the Company is not expected to consume a major part of the economic benefits of assets classified as operating leases. The Company did not have any leases that qualified to be classified as either finance or operating leases on the balance sheet as of December 31, 2023 and 2022.

***Cash and cash equivalents:***

Cash and cash equivalents are defined as cash and investments that have maturity of less than three months.

***Accounts receivable:***

Accounts receivable consist primarily of royalty and subscription fees due from franchised units and area representatives. Management's policy is to reserve and write off receivable balances when they are determined to be uncollectible or when factors indicate an impairment of the receivable. The Company considers accounts receivable to be fully collectible. Accordingly, no allowance for doubtful accounts has been recorded at December 31, 2023 or 2022.

The aging of accounts receivable is as follows:

| | 2023 | 2022 |
|---|---|---|
| Under 30 days | $ 40,952 | $ 13,248 |
| 30 – 90 days | 1,241 | - 0 - |
| Over 90 days | 3,384 | - 0 - |
| | $ 45,577 | $ 13,248 |

***Limited liability company/Income taxes:***

The financial statements include only those assets, liabilities, and results of operations which relate to the business of the Company. The Company files its income tax return as an S Corporation for federal income tax purposes. As such, the Company will not pay any federal income taxes, as any income or loss will be included in the federal income tax return of the individual members. Accordingly, no provision is made for federal income taxes in the financial statements.

## NOTE 1 - Summary of Significant Accounting Policies (cont'd)

***Advertising costs:***

The Company's policy is to expense advertising costs as incurred.

***Fair value of financial instruments:***

The carrying amounts of financial instruments including cash, accounts receivable, contract assets, accounts payable, accrued expenses and deferred franchise fees approximated fair value as of December 31, 2023 and 2022.

***Concentrations of credit risk:***

The Company maintains cash and cash equivalent balances with one financial institution. At various times throughout the year, the cash and cash equivalent balance with this institution can exceed federally insured amounts.

***Subsequent event:***

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 9, 2024, the date the financial statements were available to be issued.

## NOTE 2 – Franchise Agreements

*Nature of Services*

Franchise unit agreements generally provide for a 10-year term and a 10-year renewal, subject to the Company's approval, certain restrictions, and a fee. The franchise agreement requires that the franchisee pay a royalty fee based on a percentage of gross sales, with a minimum amount due monthly and a monthly subscription fee for the use of computer and internet platforms. The Company also offers area representative agreements that generally provide for a 10-year term with a 10-year renewal, subject to the Company's approval, certain restrictions, and a fee. These agreements generally provide the franchisee with the right to develop a specific number of units within a designated area. The Company did not own or operate any franchise units as of December 31, 2023 and 2022.

*Contract Balances*

The following tables provide information about contract assets and deferred franchise fees from contracts with franchisees:

| | 2023 | 2022 |
|---|---|---|
| Contract assets at the beginning of the year | $ 777,460 | $ 449,936 |
| Commission expense recognized during the year | (94,369) | (52,179) |
| New commission capitalized during the year | 746,750 | 379,703 |
| Contract asset at the end of the year | $ 1,429,841 | $ 777,460 |

## NOTE 2 – Franchise Agreements (cont'd)

The following table reflects the estimated contract costs to be amortized in the future:

**Estimate for fiscal year:**

| | |
|---|---|
| 2024…… | $ 186,369 |
| 2025..... | 186,369 |
| 2026..... | 186,369 |
| 2027..... | 186,369 |
| 2028..... | 186,369 |
| Thereafter..... | 497,996 |
| | $ 1,429,841 |

| | 2023 | 2022 |
|---|---|---|
| Deferred franchise fees at the beginning of the year | $ 1,104,969 | $ 627,549 |
| Franchise fee revenue recognized during the year | (133,953) | (72,816) |
| New deferred franchise fees received during the year | 1,068,490 | 550,236 |
| Deferred franchise fees at the end of the year | $ 2,039,506 | $ 1,104,969 |

The following table reflects the estimated franchise fees to be recognized in the future:

**Estimate for fiscal year:**

| | |
|---|---|
| 2024…… | $ 266,564 |
| 2025..... | 266,564 |
| 2026..... | 266,564 |
| 2027..... | 266,564 |
| 2028..... | 266,564 |
| Thereafter..... | 706,686 |
| | $ 2,039,506 |

## NOTE 3 – Leases

The Company has entered into operating lease agreements for the rental of executive office space on a month-to-month basis. Rent expense under these operating leases was $12,672 and $6,019 for the years ended December 31, 2023 and 2022, respectively.

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# SENIOR HEALTHCARE INVESTMENTS, LLC

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# FINANCIAL STATEMENTS

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# DECEMBER 31, 2022 and 2021

**SENIOR HEALTHCARE INVESTMENTS, LLC**
**FINANCIAL STATEMENTS**

## TABLE OF CONTENTS


| | ***Page*** |
|---|---|
| Independent Auditors' Report | 1-2 |
| Balance Sheets | 3 |
| Statements of Income and Expenses | 4 |
| Statements of Members' Equity/(Deficit) | 5 |
| Statements of Cash Flows | 6 |
| Notes to Financial Statements | 7-10 |

# MARRS BERGQUIST, CPAs

CERTIFIED PUBLIC ACCOUNTANTS AND FINANCIAL CONSULTANTS

LORI A. MARRS
CERTIFIED PUBLIC ACCOUTANT

KAREN BERGQUIST
CERTIFIED PUBLIC ACCOUNTANT


## INDEPENDENT AUDITORS' REPORT

To the Members of
Senior Healthcare Investments, LLC

**Opinion**

We have audited the accompanying financial statements of Senior Healthcare Investments, LLC which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income and expenses, changes in members' equity (deficit), 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 Senior Healthcare Investments, 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 Senior Healthcare Investments, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Responsibilities of Management for the Financial Statements**

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Senior Healthcare Investments, 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 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 Senior Healthcare Investments, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Senior Healthcare Investments, 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.

Las Vegas, Nevada

April 17, 2023

**SENIOR HEALTHCARE INVESTMENTS, LLC**
**BALANCE SHEETS**
**DECEMBER 31, 2022 AND 2021**

| | 2022 | 2021 |
|---|---|---|
| **ASSETS** | | |
| **Current Assets** | | |
| Cash | $ 80,420 | $ 61,019 |
| Prepaid expense | 19,356 | 4,000 |
| Accounts receivable | 13,248 | 5,084 |
| **Total Current Assets** | 113,024 | 70,103 |
| **Other Assets** | | |
| Contract assets | 777,460 | 449,936 |
| | 777,460 | 449,936 |
| **Total Assets** | $ 890,484 | $ 520,039 |
| **LIABILITIES AND MEMBERS' DEFICIT** | | |
| **Current Liabilities** | | |
| Accounts payable | $ 6,734 | $ 8,450 |
| Accrued expenses | 13,904 | 8,490 |
| **Total Current Liabilities** | 20,638 | 16,940 |
| **Deferred Franchise Fees** | 1,104,969 | 627,549 |
| **Total Liabilities** | 1,125,607 | 644,489 |
| **Members' Deficit** | (235,123) | (124,450) |
| **Total Liabilities and Members' Deficit** | $ 890,484 | $ 520,039 |

See accompanying notes

**SENIOR HEALTHCARE INVESTMENTS, LLC**
**STATEMENTS OF INCOME AND EXPENSES**
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

| | 2022 | 2021 |
|---|---|---|
| **Revenue** | | |
| Franchise fees | $ 216,953 | $ 139,216 |
| Royalty fees | 98,282 | 9,813 |
| Subscription fees | 4,517 | - |
| | 319,752 | 149,029 |
| **Cost of Revenue** | | |
| Commissions | 143,510 | 57,081 |
| | 143,510 | 57,081 |
| **Gross Profit** | 176,242 | 91,948 |
| **Operating Expenses** | | |
| Professional fees | 108,878 | 77,259 |
| Salaries | 59,708 | 74,865 |
| Travel and entertainment | 38,576 | 11,076 |
| Computer and internet | 29,815 | 20,142 |
| Advertising | 17,766 | 35,156 |
| Taxes and licenses | 6,443 | 7,453 |
| Rent | 6,019 | 5,321 |
| Dues and subscriptions | 5,499 | 279 |
| Payroll taxes | 5,114 | 6,218 |
| Insurance | 2,644 | - |
| Office expense | 1,802 | 6,104 |
| Postage and shipping | 1,155 | 178 |
| Payroll service fee | 898 | 605 |
| Continuing education | 607 | 214 |
| Telephone | 572 | 459 |
| Bank fees | 275 | 480 |
| Auto expense | 144 | - |
| Utilities | - | 62 |
| | 285,915 | 245,871 |
| **Loss from Operations** | (109,673) | (153,923) |
| **Other Income** | | |
| Other income (expenses) - net | - | 626 |
| **Net Loss** | $ (109,673) | $ (153,297) |

See accompanying notes

**SENIOR HEALTHCARE INVESTMENTS, LLC**
**STATEMENTS OF CHANGES IN MEMBERS' EQUITY (DEFICIT)**
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

| | MEMBERS' EQUITY (DEFICIT) |
|---|---|
| Balance December 31, 2020 | $ 28,847 |
| Contributions | - |
| Distributions | - |
| Net Loss | (153,297) |
| Balance December 31, 2021 | (124,450) |
| Contributions | - |
| Distributions | (1,000) |
| Net Loss | (109,673) |
| Balance December 31, 2022 | $ (235,123) |

See accompanying notes

**SENIOR HEALTHCARE INVESTMENTS, LLC**
**STATEMENTS OF CASH FLOWS**
**FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

| | 2022 | 2021 |
|---|---|---|
| **Cash Flows from Operating Activities** | | |
| Net Loss | $ (109,673) | $ (153,297) |
| Adjustments to reconcile net loss to net cash provided by (used for) operating activities: | | |
| (Increase)/Decrease in assets: | | |
| Receivables | (8,165) | (5,084) |
| Prepaid expenses | (15,356) | (4,000) |
| Contract assets | (327,524) | (272,821) |
| Increase/(Decrease) in liabilities: | | |
| Accounts payable | (1,716) | 3,518 |
| Accrued expenses | 5,414 | 8,491 |
| Deferred franchise fees | 477,421 | 360,784 |
| **Net Cash Provided by (Used for) Operating Activities** | 20,401 | (62,409) |
| **Cash Flows from Investing Activities** | | |
| Payments from member | - | 2,535 |
| **Net Cash Provided by (Used for) Investing Activities** | - | 2,535 |
| **Cash Flows from Financing Activities** | | |
| Member distributions | (1,000) | - |
| **Net Cash Provided by (Used for) Financing Activities** | (1,000) | - |
| **Net Increase/(Decrease) in Cash** | 19,401 | (59,874) |
| *Cash- Beginning of Year* | 61,019 | 120,893 |
| **Cash- End of Year** | $ 80,420 | $ 61,019 |

## NOTE 1 - Summary of Significant Accounting Policies

***Nature of business:***

Senior Healthcare Investments, LLC (hereinafter, the Company) was organized under the laws of the State of Wyoming on June 2, 2020. The Company was organized with the intent to develop and sell franchise systems that offer non-medical in-home personal care and assisted living/residential care placement services under the name and mark of "Home Matters Caregiving" including, but not limited to, specifications and procedures for operations; procedures for management control, training and assistance; and merchandising, advertising and promotional programs. The Company bases its operations in Phoenix, Arizona.

***Basis of accounting:***

The financial statements of the Company have been prepared on the accrual basis of accounting; therefore, revenue is recognized when earned and expenses are recognized as incurred.

***Use of estimates:***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities and the reported amounts of revenues and expenses. Accordingly, actual results may differ from those estimates.

***Revenue recognition:***

The Company generally executes franchise unit and area representative agreements that establish the terms of its arrangement with the franchisee. The franchise unit and area representative agreements typically require the franchisee to pay an initial, non-refundable fee and continuing fees based upon a percentage of sales. Subject to the Company's approval and the franchisee's payment of a renewal fee, a franchisee may generally renew the franchise unit and area representative agreement upon its expiration. When an individual franchise unit and area representative agreement is sold, the Company agrees to provide certain services to the franchisee, including training, administration procedures, and promotional materials. Franchise fee revenue is recognized when these duties and services have been substantially completed.

Franchise fees that are designated for the franchise right granted in the respective franchise unit and area representative agreement are recorded as deferred revenue when received and recognized as revenue over the contractual term of the franchise agreement. Royalty fees from franchise units are determined as a percentage of franchise unit revenue and are recognized in the same period as the related sales occur. Subscription fees for computer and internet platforms are recorded as a flat monthly fee to franchisees and area representatives. Costs that are incurred to fulfill a franchise agreement are capitalized as a contract asset and amortized over the contractual term of the franchise agreement.

***Adoption of new lease standard:***

Effective January 1, 2022, the Company adopted Accounting Standards Update (ASU) 2016-02, *Leases* (ASC Topic 842) and subsequent amendments. ASC 842 affects all companies that enter into lease arrangements, with certain exclusions under limited scope limitations.

## NOTE 1 - Summary of Significant Accounting Policies (cont'd)

***Adoption of new lease standard (cont'd):***

Under ASU 2016-02, an entity recognizes right-of-use assets and lease obligations on its balance sheet for all leases with a lease term of more than 12 months. Short-term rentals under year-to-year leases or remaining lease terms of 12 months or less are exempt from being capitalized.

***Lease policies:***

The new standard requires that leases with a lease term of more than 12 months be classified as either finance or operating leases. The Company did not have any leases that qualified to be classified as either finance or operating leases on the balance sheet as of December 31, 2022 and 2021.

***Cash and cash equivalents:***

Cash and cash equivalents are defined as cash and investments that have maturity of less than three months.

***Accounts receivable:***

Accounts receivable consist primarily of royalty and subscription fees due from franchised units and area representatives. Management's policy is to reserve and write off receivable balances when they are determined to be uncollectible or when factors indicate an impairment of the receivable. The Company considers accounts receivable to be fully collectible. Accordingly, no allowance for doubtful accounts has been recorded at December 31, 2022 or 2021. The balance of accounts receivable was $13,248 and $5,084 at December 31, 2022 and December 31, 2021.

***Advertising costs:***

The Company's policy is to expense advertising costs as incurred.

***Limited liability company/Income taxes:***

The financial statements include only those assets, liabilities, and results of operations which relate to the business of the Company. The Company files its income tax return as an S Corporation for federal income tax purposes. As such, the Company will not pay any federal income taxes, as any income or loss will be included in the federal income tax return of the individual members. Accordingly, no provision is made for federal income taxes in the financial statements.

***Fair value of financial instruments:***

The carrying amounts of financial instruments including cash, accounts receivable, contract assets, accounts payable, accrued expenses and deferred franchise fees approximated fair value as of December 31, 2022 and 2021.

## NOTE 1 - Summary of Significant Accounting Policies (cont'd)

***Concentrations of credit risk:***

The Company maintains cash and cash equivalent balances with one financial institution. At various times throughout the year, the cash and cash equivalent balance with this institution can exceed federally insured amounts.

***Subsequent event:***

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 17, 2023, the date the financial statements were available to be issued.

## NOTE 2 – Franchise Agreements

*Nature of Services*

Franchise unit agreements generally provide for a 10-year term and a 10-year renewal, subject to the Company's approval, certain restrictions, and a fee. The franchise agreement requires that the franchisee pay a royalty fee based on a percentage of gross sales, with a minimum amount due monthly and a monthly subscription fee for the use of computer and internet platforms. The Company also offers area representative agreements that generally provide for a 10-year term with a 10-year renewal, subject to the Company's approval, certain restrictions, and a fee. These agreements generally provide the franchisee with the right to develop a specific number of units within a designated area.

The Company did not own or operate any franchise units as of December 31, 2022 and 2021.

*Contract Balances*

The following tables provide information about contract assets and deferred franchise fees from contracts with franchisees:

| | 2022 | 2021 |
|---|---|---|
| Contract assets at the beginning of the year | $ 449,936 | $ 177,115 |
| Commission expense recognized during the year | (52,179) | (19,679) |
| New commission capitalized during the year | 379,703 | 292,500 |
| Contract asset at the end of the year | $ 770,460 | $ 449,936 |

The following table reflects the estimated contract costs to be amortized in the future:

**Estimate for fiscal year:**

| | |
|---|---|
| 2023 | $ 94,369 |
| 2024 | 94,369 |
| 2025 | 94,369 |
| 2026 | 94,369 |
| 2027 | 94,369 |
| Thereafter | 305,615 |
| | $ 777,460 |

## NOTE 2 – Franchise Agreements (cont'd)

| | 2022 | 2021 |
|---|---|---|
| Deferred franchise fees at the beginning of the year | $ 627,549 | $ 266,765 |
| Franchise fee revenue recognized during the year | (72,816) | (44,396) |
| New deferred franchise fees received during the year | 550,236 | 405,180 |
| Deferred franchise fees at the end of the year | $ 1,104,969 | $ 627,549 |

The following table reflects the estimated franchise fees to be recognized in the future:

**Estimate for fiscal year:**

| | |
|---|---|
| 2023 | $ 133,953 |
| 2024 | 133,953 |
| 2025 | 133,953 |
| 2026 | 133,953 |
| 2027 | 133,953 |
| Thereafter | 435,204 |
| | $ 1,104,969 |

## NOTE 3 – Due From Member

The Company advanced $2,535 to a member at December 31, 2020. The advance did not bear any interest and was paid back in its entirety in March 2021.

## NOTE 4 – Commitments and Contingencies

The Company had entered into a non-cancellable operating lease agreement for the rental of office space at $149 a month. This lease expired January 31, 2021 then has continued on as a month-to-month basis. The Company also rents additional office space on a month-to-month basis. Rent expense under these operating leases was $6,019 and $5,321 for the years ended December 31, 2022 and 2021, respectively.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT.

PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES

SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT

HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION

WITH REGARD TO THE CONSENT OR FORM.

# Senior Healthcare Investments LLC
## Balance Sheet
### As of August 31, 2024

| | Aug 31, 24 |
|---|---|
| **ASSETS** | |
| **Current Assets** | |
| **Checking/Savings** | |
| **Chase Bank SHI LLC** | 47,681.93 |
| **Inter Company Transaction** | |
| **HMC Support Services** | 21,570.40 |
| **Inter Company Transaction - Other** | -10,000.00 |
| **Total Inter Company Transaction** | 11,570.40 |
| **Total Checking/Savings** | 59,252.33 |
| **Accounts Receivable** | |
| **Accounts Receivable** | 76,560.31 |
| **Total Accounts Receivable** | 76,560.31 |
| **Other Current Assets** | |
| **Undeposited Funds** | 159.40 |
| **Total Other Current Assets** | 159.40 |
| **Total Current Assets** | 135,972.04 |
| **Other Assets** | |
| **Contract Assets** | 1,429,841.12 |
| **Prepaid Expense** | 22,489.00 |
| **Total Other Assets** | 1,452,330.12 |
| **TOTAL ASSETS** | **1,588,302.16** |
| **LIABILITIES & EQUITY** | |
| **Liabilities** | |
| **Current Liabilities** | |
| **Accounts Payable** | |
| **Accounts Payable** | 68,906.61 |
| **Clay Foutch Loan** | 128,000.00 |
| **Total Accounts Payable** | 196,906.61 |
| **Credit Cards** | |
| **Chase CC - 4850** | 68,757.65 |
| **Total Credit Cards** | 68,757.65 |
| **Total Current Liabilities** | 265,664.26 |
| **Long Term Liabilities** | |
| **Deferred Franchise Fees** | 2,039,505.80 |
| **Total Long Term Liabilities** | 2,039,505.80 |
| **Total Liabilities** | 2,305,170.06 |
| **Equity** | |
| **Owner Health Insurance Clay** | -6,922.35 |
| **Owner Health Insurance Jeff** | -6,922.35 |
| **Owners Contribution_Clay** | -129,061.36 |
| **Owners Contribution_Jeff** | -117,061.35 |
| **Retained Earnings** | -346,644.81 |
| **Net Income** | -110,255.68 |
| **Total Equity** | -716,867.90 |
| **TOTAL LIABILITIES & EQUITY** | **1,588,302.16** |

# Senior Healthcare Investments LLC
## Profit & Loss
### January through August 2024

| | Jan - Aug 24 | |
|---|---|---|
| **Ordinary Income/Expense** | | |
| **Income** | | |
| **Area Franchise** | | 150,800.00 |
| **Franchise Income** | | 235,898.75 |
| **Subscription Income** | | 166,813.02 |
| **Total Income** | | 553,511.77 |
| **Expense** | | |
| **Advertising and Promotion** | | 39,821.31 |
| **Area Owner Fee** | | 127,203.12 |
| **Automobile Expense** | | 16.02 |
| **Bank Service Charges** | | 29.45 |
| **Computer and Internet** | | 87,987.95 |
| **Continuing Education** | | 495.00 |
| **Dues and Subscriptions** | | 2,870.00 |
| **Franchise Fees** | | 75,400.00 |
| **Group Benefits** | | |
| **Employee Insurance** | 1,511.70 | |
| **Owner Insurance - Clay** | 1,559.60 | |
| **Owner Insurance - Jeff** | 779.80 | |
| **Total Group Benefits** | | 3,851.10 |
| **Insurance Expense** | | 17,520.72 |
| **Interest Expense** | | 9,972.84 |
| **Licensing** | | 1,500.00 |
| **Marketing** | | 36,372.00 |
| **Meals and Entertainment** | | 724.07 |
| **Office Expense** | | 4,648.33 |
| **Payroll Expenses** | | 91,071.00 |
| **Payroll Service Charge** | | 592.02 |
| **Payroll Tax - AZ** | | 320.00 |
| **Payroll Tax - Federal** | | 6,237.95 |
| **Payroll Tax - OR** | | 645.94 |
| **Payroll Taxes** | | 529.07 |
| **Postage** | | 24.88 |
| **Professional Fees** | | |
| **Accounting** | 6,942.50 | |
| **Consulting** | 108,855.93 | |
| **General** | 9,701.24 | |
| **Legal** | 24,430.05 | |
| **Total Professional Fees** | | 149,929.72 |
| **Rent Expense** | | 2,081.41 |
| **Telephone Expense** | | 223.60 |
| **Travel Expense** | | |
| **General** | 12,316.86 | |
| **Meals** | 163.24 | |
| **Total Travel Expense** | | 12,480.10 |
| **Total Expense** | | 672,547.60 |
| **Net Ordinary Income** | | -119,035.83 |
| **Other Income/Expense** | | |
| **Other Income** | | |
| **CC Rewards** | | 8,775.43 |
| **Misc Income** | | 4.72 |
| **Total Other Income** | | 8,780.15 |
| **Net Other Income** | | 8,780.15 |
| **Net Income** | | **-110,255.68** |

**EXHIBIT D**

**OPERATIONS MANUAL TABLE OF CONTENTS**

## Home Matters Caregiving Area Representative Training Guide


GETTING STARTED AS AN AREA REPRESENTATIVE.....3

YOUR ROLE AS THE AREA REPRESENTATIVE.....3

DO NOT ANSWER THIS QUESTION..... 4

EARNINGS CLAIMS, "FPN" AND ROI STATEMENTS. ..... 4

THE IDEAL PROSPECTIVE FRANCHISE BUYER .....6

INITIAL INVESTMENT, RECOMMENDED STARTUP COSTS.....7

STARTING UP A FRANCHISE: .....7

CREDIT AND DEBT: .....7

YOU'VE GOT A VALID POTENTIAL FRANCHISEE NOW WHAT? ..... 8

THE AREA REPRESENTATIVES ROLE IN DISCLOSURE.....9

WHO GOVERNS THE FRANCHISE INDUSTRY? .....9

WHAT IS A DISCLOSURE DOCUMENT?.....9

DISCOVERY DAY .....10

THE CONTACT PROCESS.....11

EXAMPLES OF TEXT MESSAGES .....12

SCRIPT FOR PHONE VOICE CONVERSATIONS .....13

THE INITIAL PHONE CALL .....14

REMEMBER TO FOLLOW-UP .....17

CONGRATULATIONS! .....17

HOME MATTERS CAREGIVING – YOUR FUTURE .....18

HOME MATTERS CAREGIVING – YOUR TWO FRANCHISING OPTIONS .....19

**EXHIBIT E**

**LIST OF AREA REPRESENTATIVES**
(as of December 31, 202~~1~~3)

**David Endre-Area Representative-Nevada and Arizona**
Caesars Entertainment Corporation - Vice President Business and Process Improvement
January 2016 - July 2020. Southwest Senior Solutions, LLC - Owner July 2020 – Present
~~4640 Arville St, Ste G~~
~~Las Vegas, NV 89013~~
~~(317) 997-8804~~

| **NEVADA** | |
|---|---|
| **Area Representative Name/Address/Phone** | **Territory** |
| Southwest Senior Solutions, LLC<br>David Endre<br>4640 Arville St, Ste G<br>Las Vegas, NV 89013<br>(317) 997-8804 | The States of Nevada and Arizona |

**James P. Cahill-Area Representative-North Carolina**

| **Area Representative Name/Address/Phone** | **Territory** |
|---|---|
| Home Matters Of NC, Inc<br>James P. Cahill<br>1842 Piccadilly Circle<br>Cape Coral FL 33991 | The State of North Carolina |

**Howard Brener-Area Representative-Georgia**
~~JamJar, LLC~~
~~2874 Dorby Close NE~~
~~Brookhaven, GA 30319~~
~~(678) 939-6539~~

~~(Transferred) Tyson McQueen~~
~~Family First Investments, LLC~~
~~1825 Hodges Street~~
~~Lake Charles, LA, 70601~~

Georgia Pacific Marketing Manager June 2015 – April 2020. Jamjar, LLC Partner April 2020- Present.

| **GEORGIA** | |
|---|---|
| **Area Representative Name/Address/Phone** | **Territory** |
| JamJar, LLC<br>Howard Brener<br>2874 Dorby Close NE<br>Brookhaven, GA 30319<br>(678) 939-6539 | The State of Georgia |

**Tyson Queen-Area Representative-Louisiana and TX Counties**

| **LOUISIANA** |
|---|

| Area Representative Name/Address/Phone | Territory |
|---|---|
| Family First Investments, LLC<br>Tyson Queen<br>1825 Hodges Street<br>Lake Charles, LA, 70601<br>(713) 724-3612 | Louisiana and Texas Counties: Harris, Montgomery, Brazoria, Galveston, Jefferson, Orange and Chambers |

**Gary McGuirk-Area Representative-Pennsylvania**

| Area Representative Name/Address/Phone | Territory |
|---|---|
| GFM Advisory Group, LLC<br>Gary McGuirk<br>105 Providence Dr.<br>Jefferson Hills, PA 15025 | Counties in Pennsylvania and Ohio |

**Mark Frassica-Area Representative- California**

~~EquityReach Mortgage Solutions, DBA Synergy Solutions~~
~~2990 Bayview Drive,~~
~~Pismo Beach, CA 93449~~

| CALIFORNIA | |
|---|---|
| **Area Representative Name/Address/Phone** | **Territory** |
| EquityReach Mortgage Solutions, DBA Synergy Solutions<br>Mark Frassica<br>567 Camino Mercado, Suite C<br>Arroyo Grande, CA 93420<br>(805)440-8173 | Counties around San Francisco, San Diego and Los Angeles and San Diego |

**Brad Pierce ~~–~~ Area Representative-Ohio**

~~6805 Sorrel Lane~~
~~Cincinnati, OH 45243~~

| OHIO | |
|---|---|
| **Area Representative Name/Address/Phone** | **Territory** |
| Brad Pierce<br>6805 Sorrel Lane<br>Cincinnati, OH 45243 | Counties around South Western Ohio |

**Paul Houle-Area Representative-Ohio**

| MAINE, SOUTH CAROLINA, TENNESSEE, AND NEW HAMPSHIRE | |
|---|---|
| **Area Representative Name/Address/Phone** | **Territory** |
| Paul Houle<br>245 Sargent Road<br>Gilmanton, NH, 03237<br>(603) 630-5782 | States of Maine, South Carolina, Tennessee, and New Hampshire |

**Paul Houle-Area Representative-Ohio**

| CONNECTICUT, MASSACHUSETTS | |
|---|---|
| **Area Representative Name/Address/Phone** | **Territory** |

| | |
|---|---|
| Gary Rosenfeld<br>49A Middle River Rd<br>Danbury, CT 06811<br>(203) 216-6173 | States of Connecticut and Massachusetts |

**Paul Houle-Area Representative-Ohio**

| CERTAIN COUNTIES OF OREGON AND CALIFORNIA | |
|---|---|
| **Area Representative Name/Address/Phone** | **Territory** |
| Morry Bowling<br>143 Fourth Street<br>Ashland, OR 97520<br>(408) 298-1657 | Certain counties of Oregon and California |

**LIST OF AREA REPRESENTATIVES WHO HAVE LEFT THE SYSTEM**

(as of December 31, 202~~1~~3)

~~(Transferred) John Bankens~~
~~IPRS Inc~~
~~2712 Masters Court~~
~~Westlake, LA 70669~~
~~(713) 724-3612~~
~~Unfortunately Mr. Bankens passed away on March 30, 2021.~~

None

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

**EXHIBIT F**

**MULTI-STATE ADDENDUM**

**CALIFORNIA ADDENDUM TO THE AREA REPRESENTATIVE AGREEEMENT**

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Area Representative Agreement contains provisions that are inconsistent with the law, the law will control.

2. The Area Representative 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.).

3. The Area Representative Agreement contains covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

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

7. 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.

8. OUR WEBSITE, WWW.HOMEMATTERS.COM, 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.

9. You may have to comply with the "Home Care Services Consumer Protection Act" for the licensure and regulation of home care organizations as defined by the State Department of Social Services, and the registration of home care aides.

10. No disclaimer, questionnaire, clause, or statement signed by a 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.

## ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement which designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

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

Your right upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In Illinois, payment of area representative fees and any other initial fees owed to Franchisor/affiliate will be deferred until Franchisor has met its initial obligations to area representative, and area representative has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN ADDITION TO SHARING IN FRANCHISE FEES, ROYALTIES AND TRANSFER FEES, AT THE FRANCHISOR'S SOLE DISCRETION-YOU MAY ALSO SHARE RESPONDSIBILITY FOR CERTAIN EXPENSES THAT THE FRANCHISOR INCURS RELATED TO THE ENFORCEMENT, DEFENSE AND TERNINATION OF FRANCHISE AGREEMENTS.

YOU MUST COMPLETE TRAINING WITHIN 30 DAYS OF SIGNING THE AREA REP AGREEMENT AND COMMENCE BUSINESS OPERATIONS WITHTIN 90 DAYS OF SIGNING THE AREA REP AGREEMENT. IF YOU FAIL TO DO EITHER, YOUR FRANCHISE MAY BE TERMINATED AND YOUR INVESTMENT LOST.

THE FRANCHISOR HAS NO FORMAL TRAINING SCHEDULE. TRAINING IS SCHEDULED AS NEEDED.

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

By:_____
Name:_____
Title:_____

**ILLINOIS ADDENDUM TO THE AREA REPRESENTATIVE AGREEMENT**

Illinois law governs the Agreement.

Payment of the Area Representative Fee will be deferred until Franchisor has met its initial obligations to franchisee, and Area Rep has commenced business operations. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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

Franchisee's rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN ADDITION TO SHARING IN FRANCHISE FEES, ROYALTIES AND TRANSFER FEES, AT THE FRANCHISOR'S SOLE DISCRETION-YOU MAY ALSO SHARE RESPONDSIBILITY FOR CERTAIN EXPENSES THAT THE FRANCHISOR INCURS RELATED TO THE ENFORCEMENT, DEFENSE AND TERNINATION OF FRANCHISE AGREEMENTS.

YOU MUST COMPLETE TRAINING WITHIN 30 DAYS OF SIGNING THE AREA REP AGREEMENT AND COMMENCE BUSINESS OPERATIONS WITHTIN 90 DAYS OF SIGNING THE AREA REP AGREEMENT. IF YOU FAIL TO DO EITHER, YOUR FRANCHISE MAY BE TERMINATED AND YOUR INVESTMENT LOST.

THE FRANCHISOR HAS NO FORMAL TRAINING SCHEDULE. TRAINING IS SCHEDULED AS NEEDED.

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

By:_____

Name:_____
Title:_____

## ADDENDUM REQUIRED BY THE STATE OF INDIANA

1. To be added to Item 3 of the Disclosure Document, is the following statement:

There are presently no arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's exclusive territory.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).

4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. This amends Article 21 of the Area Representative Agreement.

5. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

## ADDENDUM REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland for Senior HealthCare Investments, LLC's Franchise Disclosure Document and for its Area Representative Agreement. The amendments to the Area Representative Agreement included in this addendum have been agreed to by the parties.

1. The provision contained in the termination sections of the Area Representative Agreement may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

2. Item 17 of the Franchise Disclosure Document shall be amended to state that 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. The appropriate sections of the Area Representative Agreement are hereby amended accordingly.

3. The Disclosure Acknowledgement Statement and the Area Representative Agreement are amended to state 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.

4. Item 17 of the Franchise Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise. The appropriate sections of the Area Representative Agreement are hereby amended accordingly.

5. Item 17 of the Franchise Disclosure Document and the appropriate sections of the Area Representative Agreement are amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. Item 5 of the Disclosure Document and Article 1 of the Area Representative Agreement are amended to state, "Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by area representatives shall be deferred until we complete our pre-opening obligations under the area representative agreement."

7. The Acknowledgement Statement contained in Attachment 2 to the Area ~~Franchise~~Representative Agreement is ~~amended~~deleted in its entirety.

8. Recitals D and H in the Area Representative Agreement are deleted in their entirety.

9. No statement, questionnaire, or acknowledgment signed or agreed to ~~state that all representations requiring prospective franchisees to assent to~~by a ~~release, estoppel or waiver~~franchisee in connection with the commencement of ~~liability are not intended to nor~~the franchise relationship shall ~~they act as a release, estoppel or waiver~~have the effect of (i) waiving any ~~liability incurred~~claims under ~~the Maryland Franchise Registration and Disclosure Law~~any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR:

Senior HealthCare Investments, LLC

By:

, (Print Name, Title)

FRANCHISEE:

By:

, (Print Name, Title)

PRINCIPAL:

_____

_____

(Print Name)

_____

_____

PRINCIPAL:

_____

_____

(Print Name)

**DISCLOSURE 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:**

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Katharyn Barron
Michigan Department of Attorney General
525 W. Ottawa Street, 1st Floor
Lansing, Michigan 48933
(517)335-7567

## ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

This addendum to the Disclosure Document is agreed to this day of _____, and effectively amends and revises said Disclosure Document and Area Representative Agreement as follows:

1. Item 13 of the Disclosure Document and Article 6 of the Area Representative Agreement are amended by the addition of the following language to the original language that appears therein:

"In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use."

2. Item 17 of the Disclosure Document and Articles 2 and 11 of the Area Representative Agreement are amended by the addition of the following language to the original language that appears therein:

"With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Sec. 80C.14, Subds.3, 4 and 5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld."

3. Item 17 of the Disclosure Document and Articles 21 and 22 of the Area Representative Agreement are amended by the addition of the following language to amend the Governing Law, Jurisdiction and Venue, and Choice of Forum sections:

"Minn. Stat. Sec. 80C.21 and Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction."

4. Item 17 of the Disclosure Document and Articles 2 and 8 of the Area Representative Agreement are amended by the addition of the following language to the original language that appears therein:

"Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release."

5. Article 22 of the Area Representative Agreement is hereby amended to comply with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Article 22 of the Area Representative Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

8. Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. Article 21 of the Area Representative Agreement is hereby amended accordingly.

## ADDENDUM TO THE DISCLOSURE DOCUMENT AND AREA REPRESENTATIVE AGREEEMENT BY THE STATE OF NORTH DAKOTA

This addendum to the Disclosure Document and Franchise Agreement effectively amends and revises said documents as follows:

1. Item 17(c) of the Disclosure Document and Section 5.2.5 of the Franchise Agreement are hereby amended to state that a franchisee shall not be required to sign a general release upon renewal of the Franchise Agreement. Since the Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, this provision is hereby deleted in each place it appears in the Disclosure Document and Franchise Agreement used in North Dakota.

2. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document and Article 19.5.2 of the Franchise Agreement are amended accordingly.

3. Item 6 and Item 17(i) of the Disclosure Document and Section 18.1.8 of the Franchise Agreement require the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota.

4. Item 17(u) of the Disclosure Document and Section 20.3 of the Franchise Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties.

5. Item 17(v) of the Disclosure Document and the provisions of Section 20.5 of the Franchise Agreement which require jurisdiction of courts in the State of Mississippi are deleted.

6. Item 17(w) of the Disclosure Document and Section 20.5 of the Franchise Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.

7. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

8. The provisions of Section 20.6 of the Franchise Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted.

9. The provisions of Section 20.8 of the Franchise Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies.

10. Section 18.1.5 of the Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by the franchisor in enforcing the agreement. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The provision is hereby amended to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

11. In the State of North Dakota, we will defer the payment of the initial franchise fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

12. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any documents executed in connection with the franchise.

The parties hereto have duly executed, sealed and delivered this Addendum dated this day of _____.

| FRANCHISEE: | FRANCHISOR: SENIOR HEALTHCARE INVESTMENTS, LLC |
|---|---|
| By: | By: |
| Name: | Name: |
| Title: | Title: |

PRINCIPALS:

_____
Name:

_____
Name:

**ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND AREA REPRESENTATIVE AGREEMENT REQUIRED BY THE COMMONWEALTH OF VIRIGINIA**

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

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

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the area representative agreement does not constitute "reasonable cause," as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the 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 Area Representative 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 statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by

franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The parties hereto have duly executed, sealed and delivered this Addendum dated this day of____ _____.

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
Name:_____
Title:_____

AREA REPRESENTATIVE:

By:_____
Name:_____
Title:_____

## ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT AND AREA REPRESENTATIVE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

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

RCW 19.100.180 may supersede the area representative 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 area representative 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 area representative 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 area representative 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 relevant provisions of the Area Representative Agreement are revised such that the franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business.~~

~~Attachment 2 to the Area Representative Agreement ("Acknowledgement Statement") is revised such that the franchisee initial the following statements numbered 4, 5, and 10 do not apply.~~

~~Article~~In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because

franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

Articles 18.2 and 18.3 of the Area Representative Agreement ~~is revised such that the following statement does not apply, "YOU HAVE NOT RELIED ON ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE POTENTIAL SUCCESS OR PROJECTED INCOME OF THE BUSINESS VENTURE CONTEMPLATED HEREBY."~~do not apply in Washington.

~~t~This Washington Amendment to the Area Representative Agreement on the same date as that on which the Area Representative Agreement was executed.

~~Attachment 2 of the Area Representative Agreement ("Disclosure Acknowledgment Statement") is amended to state that the Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW19.100, and the rules adopted thereunder.~~

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR:

Senior HealthCare Investments, LLC

By:_____

Jeffrey Giedt , CEO
(Print Name, Title)

FRANCHISEE:

_____

By:_____

_____,_____
(Print Name, Title)

PRINCIPAL:

_____

_____
(Print Name)

PRINCIPAL:

_____

_____

(Print Name)

## ~~DISCLOSURES~~ADDENDUM TO THE AREA REPRESENTATIVE AGREEMENT REQUIRED BY ~~SOUTH CAROLINA LAW~~THE STATE OF WASHINGTON

~~The State of South Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.~~

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.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

The parties hereto have duly executed this Washington Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any

statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Articles 18.2 and 18.3 of the Area Representative Agreement do not apply in Washington.

The Acknowledgement Statement included as Attachment 2 of the Area Representative Agreement is deleted in its entirety.

FRANCHISOR:

Senior HealthCare Investments, LLC

By:

, (Print Name, Title)

FRANCHISEE:

By:

, (Print Name, Title)

PRINCIPAL:

(Print Name)

PRINCIPAL:

(Print Name)

## STATE EFFECTIVE DATES – 2021~~3~~3

The following states 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 states below:

| State | Effective Date |
|---|---|
| California | ~~**Pending**~~ |
| Hawaii | |
| Illinois | ~~**May 23, 2022**~~**December 6, 2023** |
| Indiana | ~~**Pending**~~**April 29, 2022** |
| Maryland | **Pending** |
| Michigan | **September 17, 2021** |
| Minnesota | ~~**July 11,**~~ **June 25, 2024**~~2022~~ |
| New York | |
| North Dakota | |
| Rhode Island | |
| South Dakota | **November 17, 2023** |
| Virginia | ~~**Pending**~~**December 11, 2023** |
| Washington | **Pending** |
| Wisconsin | ~~**Pending**~~**April 29,** ~~2022~~ |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

## EXHIBIT G

## RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Area Representative Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Senior HealthCare Investments, LLC offers you an area representative agreement, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Senior HealthCare Investments, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

Senior HealthCare Investments LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

| | |
|---|---|
| Clayton Foutch<br>12725 SW Millikan Way, Suite 300<br>Beaverton, OR 97005<br>(800) 298-5140 | Jeffrey Giedt<br>12725 SW Millikan Way, Suite 300<br>Beaverton, OR 97005<br>(800) 298-5140 |

Issuance Date: April ~~20,~~ 18, 2024~~2022 As Amended June 23, 2022~~

I received a Disclosure Document dated~~_____~~ April 18, 2024, that included the following Exhibits:

EXHIBIT A: List of State Franchise Administrators and Agents for Service of Process
EXHIBIT B: Area Representative Agreement with Attachments 1 – 7
EXHIBIT C: Financial Statements of Senior HealthCare Investments, LLC
EXHIBIT D: Operations Manual Table of Contents
EXHIBIT E: Outlets as of the date of this Disclosure Document
EXHIBIT F: State Addenda
EXHIBIT G: Receipts

Date Received: _____ DATE: _____
(If other than date signed)

Print Name: _____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

Please return signed receipt to: **Senior HealthCare Investments, LLC**
12725 SW Millikan Way, Suite 300 Beaverton, OR 97005

## EXHIBIT G

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Date Received: _____ DATE: _____
(If other than date signed)

Print Name: _____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

**KEEP FOR YOUR RECORDS**