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 franchisee, you will operate a business providing the public with non-medical in-home personal care using our distinctive system under the name and mark "Home Matters Caregiving."

The total investment necessary to begin a Home Matters Caregiving franchise is $92,525 to $166,500 for a territory with a population of up to approximately 200,000 people. This includes $52,000 that must be paid to the franchisor and/or its affiliate.

The total investment necessary for a conversion franchise is $16,700 to $44,500. No initial fees are required.

The total investment necessary to begin operation of a Home Matters Caregiving multi-unit development business ranges from $144,525 to $218,500 for a required minimum of three Home Matters Caregiving franchises to be developed. This includes $104,000 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 17, 2025

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 F.
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 D 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 F 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 franchise agreement and Multi-Unit Development Agreement (MUDA) require 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. **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.

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

4. **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.

5. **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.

6. **Unopened Franchises.** The franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

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

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D – Financial Statements
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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 (described below). 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, supplemental staffing services 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. We do not have any other business activities. We began selling franchises in June 2020. The principal business address of our agents for service of process is 1718 Capitol Avenue, Cheyenne, Wyoming 82001. The addresses of the state agencies designated to receive service of process are set forth in Exhibit A.

In this Disclosure Document we offer franchises for single unit franchises and multi-unit development opportunities only. Upon establishing each additional outlet under the MUDA, a developer may be required to sign a then-current franchise agreement, which may differ from the current franchise agreement included within this FDD.

We are offering Area Representative franchise opportunities through a separate disclosure document. We rely on our area representatives to screen and interview franchisee candidates and to present us with those applicants whom the area representative pre-qualifies using our criteria, but we make the final decision on whether we will sell a franchise to the candidates the area representative presents. If we approve the candidate, we and the candidate will sign a Franchise Agreement, and the area representative is not a party to that contract and is not responsible for the management of that franchisee candidate or its franchise. As of December 31, 2024, there are eleven Area Representatives in the System.

Our Parents, Predecessors and Affiliates

We have no parent or predecessors.

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, supplemental staffing services 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 assistance with daily activities, instrumental activities of daily living, housekeeping chores and meal preparation. Supplemental staffing is the part of our business where

we offer our caregiver staff to serve clients on behalf of other organizations, agencies or facilities. Supplemental staffing is limited to non-medical care which includes assistance with daily activities. Customers could include hospitals, rehabilitation centers, independent living facilities, group homes, assisted living facilities, memory care facilities, and skilled nursing facilities. Your customers may be individual clients, or you may enter into an agreement with various facilities that contract with you to supply your caregiver staff to supplement their required staffing levels. 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 at 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").

The Franchise Offered

We offer a single Business to be operated under the Franchise Agreement, using the Marks and the System solely with the operation of your Franchised Business (a "Unit Franchise").

Conversion Franchise

If you convert an existing senior care business to a Home Matters Caregiving Business (a "Conversion Franchise"), there will be no initial franchise fee. To qualify for the conversion program, you must own and operate an existing senior care business. You must sign our current Franchise Agreement and Attachment 6 – Conversion Addendum. Unless otherwise noted, the terms for a Conversion and Unit Franchises are the same.

Multi-Unit Development Agreement

In certain circumstances, we will offer the right to enter into a multi-unit development agreement ("Multi-Unit Development Agreement"), attached to this Disclosure Document as Exhibit C, to develop multiple Franchised Businesses to be located within a specifically described geographic territory (the "Development Area"). We will determine the Development Area before you sign the Multi-Unit Development Agreement, and it will be included in the Multi-Unit Development Agreement. You must establish a minimum of three Franchised Businesses within the Development Area according to a minimum development schedule, and you must sign a separate Franchise Agreement for each Franchised Business established under the Multi-Unit Development Agreement.

The Franchise Agreement for the first Franchised Business developed under the Multi-Unit Development Agreement will be in the form attached as Exhibit C to this Disclosure Document, and we expect that you will sign the first Franchise Agreement at the same time you sign the Multi-Unit Development Agreement. For subsequent agreements, you must sign the then-current form of franchise agreement for each Franchised Business to be developed under the multi-unit development agreement, which may differ from the current Franchise Agreement included with this Franchise Disclosure Document. The size of the Development Area will vary depending upon local market conditions and the number of Businesses to be developed, but the size of the Development Area will not include an assumption that additional territories will be purchased.

Market and Competition

Your customers mainly include people who are 65 years old and older ("Senior Citizen"), their families and their caregivers. Customers can also include those with degenerative conditions, disability, rehabilitation issues and could be of any age. The Franchised Business will offer non-medical in-home personal care, supplemental staffing services and assisted living/residential care placement services. These services provide quality of life and ease of living to clients and enable them to live independently in their homes.

The market for home care and placement services is developed and highly competitive. You may have to compete with other businesses including franchised operations, national chains, and independently owned companies offering similar services to clients.

There is an increasing market for supplemental staffing required by clinical facilities and residential care communities. This could primarily include hospitals, rehabilitation centers, independent living facilities, group homes, assisted living facilities, memory care facilities, and skilled nursing facilities. Your customers may be individual clients, or you may enter into an agreement with various facilities that contract with you to supply your caregiver staff to supplement their required staffing levels.

Industry Specific Laws

Many states, counties and local jurisdictions require that home care agencies obtain professional licenses to provide personal care to seniors. You must check your state, county and local jurisdictions about these requirements. In addition, overtime and specific compensation laws vary from state to state. You must review federal minimum wage and overtime laws, as well as similar laws within your state, to ensure compliance with laws currently in existence and those that may later be adopted. You should consult with your attorney concerning those and other local laws and ordinances that may affect the operation of your Franchised Business. You are solely responsible for obtaining and maintaining all licenses and permits required for you to operate your Home Matters Caregiving Business.

According to the Home Care Services Consumer Protection Act of 2013, (the "Act"), you must comply with the licensure and certification requirements of the Home Care Services Bureau (HCSB) effective January 1, 2016. The Act will apply to California agencies that provide home care services to consumers. Home care services related to this Act include nonmedical services and assistance provide by a registered home care aide to a client who, perhaps because of advanced age or physical or mental disability, cannot perform these services. These services enable the client to remain in his or her residence and include assistance with the following: bathing, dressing, shopping, feeding, exercising, and personal hygiene and grooming. For further information about the Home Care Services Consumer Protection Act, please visit the following website: http://www.ccld.ca.gov/PG3654.htm.

ITEM 2: BUSINESS EXPERIENCE

Jeffrey Giedt - Chief Executive Officer

Jeffrey Giedt has served as Chief Executive Officer of the Home Matters franchising organization, based in Beaverton, Oregon, since its inception on June 2, 2020 . From 2010 to April 2020, Jeff served as co-founder of Aventa Senior Care, MD Senior Living, and Stepping Up For Seniors based in Phoenix, Arizona.

Clayton Foutch - Chief Revenue Officer

Clayton Foutch is the founder of the Home Matters Caregiving brand, based in Beaverton, Oregon, and has served as the Chief Revenue Officer of the Home Matters franchising organization since its inception on June 2, 2020. From 2008 to the present, Clay served as founder of Home Matters Caregiving based in greater Portland, Oregon.

Heidi Rowell - Chief Operating Officer

Heidi Rowell joined the Home Matters Franchise team in January of 2023 as the Director of Operations, based in Beaverton, Oregon. In 2024, she was promoted into the COO position. Heidi's history with Home Matters began in 2010 where she first served as the executive director for the Home Matters Beaverton, Oregon location. Heidi's career spans more than 20 years as a healthcare executive including three years as a director within the Alzheimer's Association.

Paul Houle - Director of Sales

Paul joined the Home Matters franchise leadership team in 2024 as the Director of Sales based in Beaverton, Oregon. Prior to Home Matters, Paul held leadership roles within DEEM, an innovative software company from 2014 to 2021 where he rose to VP of Global Customer Experience based in San Francisco, California.

Tyson Queen – Director of Central Services

Tyson joined the leadership team at Home Matters Franchising in 2021 as an Area Developer and later in 2023 as the Director of Central Services based in Beaverton, Oregon. Prior to Home Matters, Tyson held leadership roles at Waitr from 2016 to 2020 including his final years as VP of Sales based in Lafayette, Louisia

If we have an Area Representative in your area, the information relating to Item 2 is disclosed in Exhibit H.

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

Franchise Agreement

The initial franchise fee for a Unit Franchise is $52,000, which provides a Protected Territory containing a population of up to approximately 200,000 people. In our sole discretion, we may allow you to purchase a larger territory, and the initial franchise fee will increase by $0.10 per each additional individual over 200,000. This will depend on the territory being available and agreeing to the additional cost for that larger territory. The initial franchise fee is payable in a lump sum when you sign the Franchise

Agreement. It is fully earned when paid, is uniform for all franchisees, and is not refundable under any circumstances.

From time to time, we may offer special incentive programs as part of our franchise development activities. We reserve the right to offer, modify or withdraw any incentive program without notice to you. We currently discount the initial franchise fee to $26,000 for each additional franchise agreement you sign with us.

If you are a veteran who was honorably discharged, the initial franchise fee for your first Unit Franchise only, will be discounted by 10%.

If you are purchasing a Conversion Franchise, the initial franchise fee is waived. To qualify for the conversion program, you must own and operate an existing senior care business and otherwise meet our requirements for a franchisee.

Multi-Unit Development Agreement

If you qualify to develop and operate multiple Businesses, then you will pay to us a development fee equal to $52,000 for the first unit to be developed plus $26,000 for each additional unit to be developed under the Multi-Unit Development Agreement. The minimum development commitment is three Businesses, and the minimum development fee is $104,000. The minimum development area will contain a population of up to approximately 600,000 people. In our sole discretion, we may allow you to purchase a larger development area, and the development fee will increase by $0.25 for each additional individual over 600,000. The development fee is imposed uniformly on all multi-unit developers, is fully earned by us when received and is not refundable.

You must sign the Franchise Agreement for the first Business at the same time you sign the Multi-Unit Development Agreement, and you will pay the development fee in one full lump sum at this time. For each additional Business you develop under the Multi-Unit Development Agreement, no additional development fee or initial franchise fees are due when you sign the Franchise Agreement for that Business.

There are no other payments to or purchases from us or any affiliate that you must make before your Franchised Business opens.

ITEM 6: OTHER FEES

Type of Fee (1)	Amount	Due Date	Remarks
Royalty – both Unit and Conversion Franchises (2)	6% of Gross Revenue	The 5th day of each month, payable by electronic funds transfer (or the next business day, if the 5th of any month is not a business day)	"Gross Revenue" means the total of all receipts derived from services performed by your Business, whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property, or other means of exchange. Gross Revenue excludes only sales tax receipts that you must by law collect from customers and that you actually pay to the government, promotional or discount coupons to the extent that you realize no revenue, and employee receipt of services, if free, or any portion not paid for by an employee.
Brand Development Fee	1% of Gross Revenue	Payable at the same time and in the same manner as the Royalty Fee	See Item 11 for a description of the Brand Development Fund.
Local & Web-Based Advertising	$1,000	Must be spent monthly	Payable to approved vendor. Any advertising you wish to use must first be approved by us.
Initial Training Program – Additional and New Employees	Our then-current per person training fee, plus expenses. Our current training fee is $1,000, not to exceed a 5% increase annually.	15 days before training begins	We will train the first two people at no additional charge. If you request that we provide our initial training program to additional people, whether before your Business opens or while it is operating, you must pay our then-current training fee. You must also pay for the expenses of all of your trainees, including travel, lodging, meals and wages.
Additional On-Site Assistance	Our then-current daily rate per trainer, plus expenses. There is a two-day minimum for this assistance. Our current daily rate is $500, not to exceed a 5% increase annually.	15 days after billing	If you request that we provide additional training or assistance on-site at your Business, you must pay our then-current fee for each trainer we send. You must also reimburse our trainer's expenses, including travel, lodging and meals.

Type of Fee (1)	Amount	Due Date	Remarks
Caregiver Training (3)	For internet-based training, $6 per month per seat.	Monthly	Home Matters provides access to an industry leading caregiver training system. Home Matters allocates seats to its franchise owners on an as-needed basis and invoices for its use on a monthly basis
Annual Conference	Up to $1,000 per person, plus expenses	Before conference begins	If we offer a conference for our 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.
Transfer Fee	$5,000 if you transfer the Business to an existing franchisee of ours. In all other cases, you must pay a Transfer Fee of $10,000.	With request for our approval of the 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. The transfer fee is the same under the Franchise Agreement and Multi-Unit Development Agreement.
Renewal Fee	$10,000	At time of renewal	So long as you are in good standing and we have agreed to a renewal, you shall execute all documents necessary for a renewal term and pay the Renewal Fee.
Inspection/Product and Supplier Evaluation	Up to $1,000	On demand	Payable if you request that we evaluate a product, service or supplier that we have not previously approved and that you want to use for your Franchised Business.
Interest on Overdue Amounts	1% per month or the highest legal rate, whichever is less	On demand	Interest is payable on all overdue amounts. Interest accrues from the original due date until payment is received in full.

Type of Fee (1)	Amount	Due Date	Remarks
Audit	Cost of the audit, including expenses (estimated to be between $1,000 and $5,000)	15 days after billing	If any audit shows an understatement of any amount payable to us of 2% or more, or if the audit is conducted because you have not provided required reports to us, then the cost of inspection must also be paid by you. You must also pay any understated amount plus interest.
Insurance Policies	Amount of unpaid premiums	As invoiced	You must use an approved insurance provider, and you must have the policies within 60 days after signing the Franchise 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 (4)	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 Franchised Business.
Subscription Wellsky Software Fee	Minimum of $275 per month for the first 10 client seats and then $13 per client seat per month thereafter, plus a one-time set-up fee of $250	Monthly	Payable to us or supplier. You must allow us to have full access to your Wellsky software for the purposes of assistance, auditing, monitoring, reporting, and information verification. 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.

Type of Fee (1)	Amount	Due Date	Remarks
Subscription Payroll Services	$350 per month minimum fee	Monthly	Payable to us or 3rd party required payroll technology provider, currently Viventium. 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.
Website Hosting Fee	$49	Monthly	Payable to Us or 3rd Party Web Host
Subscription CRM Management	$120 per user	Monthly	Payable to us or 3rd party required CRM and automation provider, currently HubSpot.
Subscription Activated Insights Experience Management Service	$150-$350 per month	Monthly	Payable to us or 3rd party.
Care Technology	$600 per month	Monthly	Payable to us or 3rd party.

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. We cannot, however, guarantee that the amounts you pay to third parties will not change during the term of your Franchise Agreement.

2. If any state imposes a sales or other tax on the royalty fees, then we have the right to collect this tax from you.

3. We require the caregivers to have at least six hours of annual continuing education through our training vendor or other approved training provider. If your State requires more than six continuing education hours, then you must comply with the State requirement.

4. If we prevail in any action against you to secure or protect our rights under the Franchise Agreement, or to enforce the terms of the Franchise 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 Franchise Agreement, or any agreement between us and you, or the Franchised Business, as a result of any claimed or actual act, error or omission of you or the Franchised 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.

If we terminate the Franchise Agreement for your default, or if you terminate the Franchise Agreement through agreement with us, you must pay us all our expenses from your default or termination, including reasonable attorneys' and experts' fees and the future royalties that we anticipate losing because of the early termination of your Franchise Agreement. If we hire a collection agency or an attorney to collect money from you that is past due, we are entitled to reimbursement from you for all costs and expenses that we incur in doing so, including reasonable attorneys' fees.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – UNIT FRANCHISE				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment Is Made**
Franchise Fee (Note 1)	$52,000	Lump Sum	On signing Franchise Agreement	Us
Travel and Other Expenses While Training (Note 2)	$1,000 to $2,000	As required	As incurred	Airlines, Hotels, Restaurants
Rent – 3 Months (Note 3)	$0 to $3,000	As arranged	As arranged	Landlord
Furniture and Fixtures	$500 to $1,000	As arranged	As arranged	Various Suppliers
Signage (Note 4)	$0 to $1,000	As arranged	As incurred	Various Suppliers
Office Equipment	$500 to $1,500	As arranged	As arranged	Various Suppliers
Insurance – 6 Months Premium (Note 5)	$1,500 to $2,500	As arranged	As arranged	Insurance Companies
Miscellaneous Opening Costs (Note 6)	$200 to $1,000	As arranged	As incurred	Various Suppliers
Office Supplies	$0 to $500	As arranged	As incurred	Various Suppliers
Marketing & Advertising – 3 Months (Note 7)	$3,000 to $5,000	As incurred	Before opening and during first three months of operation	Various Suppliers

YOUR ESTIMATED INITIAL INVESTMENT – UNIT FRANCHISE				
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment Is Made**
Computer Equipment, Software and Printer – 3 Months	$2,700 to $4,000	As arranged	As incurred	Various Suppliers
Permits/Licenses (Note 8)	$125 to $7,500	As required	As incurred	Government Agencies, Consultants
Professional Fees (Note 9)	$1,000 to $2,500	As arranged	As arranged	Attorney, Accountant
Vehicle Lease Payments (3 months) (Note 10)	$0 to $1,000	As incurred	As arranged	Third Parties
Additional Funds – 3 Months (Note 12)	$30,000 to $82,000			
Total (Note 13)	**$92,525 to $166,500**			

YOUR ESTIMATED INITIAL INVESTMENT – CONVERSION FRANCHISE				
Type of Expenditure	**Amount**	**When Payable**	**Method of Payment**	**To Whom Payment is to be Made**
Franchise Fee (Note 1)	$0			
Travel and Other Expenses While Training (Note 2)	$1,000 to $2,000	As required	As incurred	Airlines, Hotels, Restaurants
Rent – 3 Months (Note 3)	$0			
Furniture and Fixtures (Note 11)	$0			
Signage (Note 4)	$0 to $1,000	As arranged	As incurred	Various Suppliers
Office Equipment (Note 11)	$250 to $500	As arranged	As arranged	Various Suppliers
Insurance – 6 Months Premium (Note 5)	$0			
Miscellaneous Opening Costs (Note 6)	$0			
Office Supplies (Note 12)	$0			

YOUR ESTIMATED INITIAL INVESTMENT – CONVERSION FRANCHISE				
Type of Expenditure	**Amount**	**When Payable**	**Method of Payment**	**To Whom Payment is to be Made**
Marketing & Advertising – 3 Months (Note 7)	$3,000 to $5,000	As incurred	Upon conversion and during first six months of operation	Various Suppliers
Computer Equipment, Software and Printer – 3 Months	$2,700 to $4,000	As arranged	As incurred	Various Suppliers
Permits/Licenses (Note 8)	$0			
Professional Fees (Note 9)	$1,000 to $2,500	As arranged	As arranged	Attorney, Accountant
Vehicle Lease Payments (3 months) (Note 10)	$0			
Additional Funds – 3 Months (Note 12)	$8,750 to $29,500			
Total (Note 13)	**$16,700 to $44,500**			

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Franchised Business. We do not finance any part of your initial investment.

The amounts you pay to us are not refundable. We do not know whether the amounts you pay to third parties will be refundable.

NOTES:

1. ***Franchise Fee***. The initial franchise fee is described in Item 5. Our estimate does not include the cost of purchasing a larger territory, nor does it include any discount for which you may qualify.

2. ***Travel and Other Expenses While Training***. We will provide our initial training program to two people at no additional charge, but you must pay for your trainees' expenses while attending training. These expenses include travel, lodging, meals and wages. The low end of the estimate assumes that you are within driving distance of our training facility. The higher end of the estimate assumes that additional travel will be needed.

3. ***Rent***. If you choose to operate from a small office space, you will need approximately 500 to 750 square feet. Lease costs will vary based upon square footage, cost per square foot and required maintenance costs. We assume the landlord will require the first month's rent and a security deposit equal to one month's rent. You also have the option to rent a day office. The cost of a day office typically ranges from $25 per hour to $150 per 8-hour day.

If you choose to lease a space, there may be minor improvements/remodeling of the location. We have not included an estimate for any leasehold improvements.

If you purchase a Conversion Franchise, you will be operating from your existing location. If you are a multi-unit developer, you are required to operate each Business after your first from a leased office space.

4. ***Signage***. You may need to purchase some signage for your Business if you choose to operate from a small office space outside your home. Our specifications for your signage are in the Confidential Operations Manual. You are not required to have signage on your vehicle or your home office. A conversion franchisee must convert their existing signage to Home Matters Caregiving signage.

5. ***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.

6. ***Miscellaneous Opening Costs***. Our estimate includes other deposits, utility costs, telephone, internet, and communications costs. Normally, a potential caregiver pays for a background check, which is approximately $80 per check and conducted by a third-party company. You have the option to pay for the background check on a case-by-case basis. If you are a conversion franchisee, you will be operating from your existing location which should not require new deposits or utility and communications costs. A conversion franchisee will also be operating with their existing caregivers.

7. ***Marketing & Advertising***. You must spend this amount on local and web-based advertising and promotion for your Business before opening and during the first three months of operation (grand opening). Any advertising you wish to use must first be approved by us.

8. ***Permits and Licenses***. This is the estimated cost of the permits and licenses, including medical and staffing licenses, that you must have to operate your Business which vary by jurisdiction. It is solely your responsibility to obtain and maintain all licenses and permits required for you to operate your Business. We strongly recommend that you consult with an attorney and a local consultant who specialize in obtaining and maintaining the applicable licenses and permits. You should also investigate the costs of obtaining the required licenses and permits for the area where you wish to establish your Business. If you fail to obtain the required licenses and permits within 45 days of signing the Franchise Agreement, we may require you to work with an approved third-party consultant who specializes in obtaining and maintaining the applicable licenses and permits at your expense. We expect that a conversion franchisee will have existing permits and licenses.

9. ***Professional Fees***. You may wish to retain an attorney and accountant to help you evaluate this franchise offering and to form a business entity. These fees can vary greatly depending on the rates charged by the professionals you choose. A conversion franchisee may wish to retain an attorney and accountant to help evaluate this franchise offering.

10. ***Vehicle***. The approximate cost for a vehicle to visit clients at their homes is $1,000 for three months. You may already have or may not require a vehicle. A conversion franchisee may have an existing vehicle.

11. ***Furniture and Fixtures/Office Equipment/Insurance/Office Supplies.*** We have not included an estimate for furniture and fixtures, insurance and office supplies in the conversion table as a conversion franchisee should have existing furniture, fixtures, insurance policies and office supplies. If you are a conversion franchisee, you may need additional Office Equipment.

12. ***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. We relied on our experience in operating a non-medical in-home personal care, staffing and assisted living/residential care placement services business in Arizona when preparing these estimates. These amounts are the minimum recommended levels to cover operating expenses, including employees' salaries, for the start-up phase of the business, which we calculate will be up to three months. However, we cannot guarantee that this amount will be sufficient. Additional working capital may be needed if sales are low or fixed costs are high.

13. ***Total***. This total is an estimate of your initial investment and the expenses you will incur during the first three months of operations. In compiling this chart, we relied on the experience of our officers. 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.

* * * * *

YOUR ESTIMATED INITIAL INVESTMENT
MULTI-UNIT DEVELOPER – DEVELOPMENT OF THREE BUSINESSES

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is Made
Development Fee (Note 1)	$104,000.	Lump Sum	On signing Multi-Unit Development Agreement	Us
Other Expenditures for first Business (Note 2)	$40,525 to $114,500	As Disclosed in First Table	As Disclosed in First Table	As Disclosed in First Table
Total	**$144,525 to $218,500**			

1. ***Development Fee.*** This fee is discussed in Item 5. Our estimate assumes you will develop the minimum of three Businesses. If you choose to develop more than three Businesses, the development fee will increase by $26,000 for each additional Business.

2. ***Other Expenditures for first Business***. A multi-unit developer is expected to incur these same costs for each Home Matters Caregiving Business it develops, subject to inflation and other increases

over time. This category does not include any additional territory fee. If you are a multi-unit developer, your professional fees (such as legal and financial) will probably be higher.

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 Franchised Business according to these standards. These standards will guide you in the performance of the products and services provided in operating your Franchised Business. We will notify you in our Manual or other communications of our standards and specifications and/or names of approved suppliers. 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.

Product and Supplier Approvals

If you want to use any product, material or render any service that does not comply with the standards of the System, or you wish to purchase from a supplier that has not yet been approved, you must first submit a written request for approval of the proposed product or supplier and obtain our approval of the product or supplier before purchasing these products or from this supplier. We will notify you whether we approve or disapprove of the proposed item or supplier within 30 days after we receive all required information to evaluate the product or service. We will periodically establish procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Approval of a supplier may be conditioned on requirements relating to product quality, production and delivery capabilities, ability to meet our supply commitments, financial stability, integrity of standards of service, familiarity with our System and ability to negotiate favorable terms for our franchisees. There are currently no criteria describing how the franchisor grants or revokes approval of alternative suppliers. We may charge a reasonable fee for inspection and/or testing, which may be paid by you or the proposed supplier. You must reimburse us for the costs that we incur in the supplier approval process.

Suppliers are approved when they have satisfactorily met the criteria furnished by us during the evaluation process and have otherwise convinced our management of their desire and ability to fulfill the need or service requested and have met any and all contractual requirements and successfully completed the requirements of a product sample and/or product test period. The criteria for supplier approval by us are based upon a level of quality and value that will maintain and enhance the Home Matters Caregiving System in the view of our management. We are not required to provide you or any supplier with the specific criteria for approval.

Suppliers are disapproved when, in our opinion, they can no longer provide the quality of product or service which meets our standards. Deficiencies which could lead to supplier disapproval include: poor service, financial instability, management instability, unreasonable increases in product or service costs, inability to meet technological advances, inability to meet reporting requirements, or other failures on the part of a supplier to meet our business objectives. If we notify you that a supplier is no longer approved, you must immediately stop purchasing from that supplier. We will provide you notification in writing, which may include email, newsletters and/or updates to the Manual, of any new suppliers we have approved and if a supplier is no longer approved.

Required Purchases or Leases

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 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, 2024, we did not earn any revenue from the sale of Wellsky Connect Intranet services, or of the sale of any other product or service, to our franchisees.

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of the System. As of the date of this Disclosure Document, there are no purchasing or distribution cooperatives in which you must participate.

We have the right to collect and retain any and all allowances, rebates, credits, incentives, or benefits (collectively, "Allowances") offered by manufacturers, suppliers, and distributors to you, or to us, based upon your purchases of products and services from manufacturers, suppliers, and distributors. We will have all of your right, title, and interest in and to any and all of these Allowances. We may collect and retain any or all of these Allowances without restriction (unless otherwise instructed by the manufacturer, supplier, or distributor). If we contribute any Allowances from approved suppliers to the Brand Development Fund, it does not reduce or eliminate your obligation to pay the Brand Development Fee. During the fiscal year ended December 31, 2023, we did not earn any Allowances.

We do not provide any material benefit to franchisees for use of designated and approved suppliers or based on franchisees' purchase of particular products or services. When determining whether to grant new, additional or renewal franchises, we consider many factors including your compliance with the requirements described in this Item 8, but your compliance with these requirements does not automatically give you the right to an additional or renewal franchise.

Supplies and Vehicle

You must use the software selected and approved by us.

We do not specify the make or model of vehicle that you use in the operation of the Franchised Business, but we have the right to do so in the future. 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 Franchised Business.

We may occasionally conduct market research and testing to determine consumer trends and salability of new products, materials and services. You must cooperate by participating in our market research programs, test marketing new products and services and providing reports and other relevant information regarding marketing research. In connection with any test marketing, you must purchase a reasonable quantity of products to be tested and effectively promote and make a reasonable effort to sell the products, materials and services.

Caregiver Training

If you are not able to hire trained caregivers, you must use an internet-based training system from a third-party provider to train your caregivers. Currently the cost for this will be $6 per month per seat.

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 Franchised 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 must obtain the following insurance coverages:

Insurance Coverages	Required Minimum Limits
	Required limits according to the Franchise Agreement.
***General Liability (GL)** Must include:	$1,000,000 per occurrence $3,000,000 aggregate
Products/completed operations	$3,000,000 aggregate
Personal & advertising injury	$1,000,000 per occurrence
Fire damage (legal liability)	$50,000 per occurrence
***Professional Liability (PL)**	$1,000,000 per occurrence $3,000,000 aggregate
Sexual Abuse & Molestation	$500,000 per occurrence
Commercial Auto Liability (AL) Must include: • Hired/non-owned auto (HNOA)	$1,000,000 per accident Maximum retention of $5,000
Umbrella Coverage (GL / PL / AL / EL)	$1,000,000 minimum
Cyber Liability Must include: • Security and privacy liability • Regulatory defense • Breach response costs • Cyber extortion/cyber terrorism Minimum $500,000 sublimit for each of above coverages	$500,000 minimum
Employment Practices Liability (EPLI)	$500,000 minimum
Crime-Fidelity–Employee Dishonesty Must include: • Third-party crime	$25,000 minimum
Workers' Compensation / Employer's Liability (EL)	Must meet state requirements
Commercial Property	No requirement

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 have an A.M. Best rating of "A-" or better. You must obtain the required insurance within 60 days after you sign the Franchise Agreement, and you must provide us with a Certificate of Insurance or other proof that you have purchased the required insurance. You must also provide us with an updated Certificate of Insurance or other proof when each insurance policy is renewed. If you do not obtain the insurance that we require we may, but are not obligated to, obtain insurance on your behalf and you must reimburse the premiums we pay for the replacement insurance.

Computer System

You must own or purchase a computer for use in your Franchised Business. You will use the computer for preparing presentations to prospective clients, as well as tracking your appointments and sales, billing and reporting. You may purchase your computer 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 Wellsky Connect Intranet. Our 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, 2023, we did not earn any revenue for providing these services to our franchisees.

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 15% of your total purchases in connection with the establishment of your Business. The cost of the items that you must purchase from us, or from suppliers designated by us represents between 10% and 30% of your total purchases in operating your 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.

The following abbreviations appear in this Item 9 table: **FA** – Franchise Agreement; **MUDA** – Multi-Unit Development Agreement.

Obligation	Article in Agreement	Disclosure Document Item
(a) Site selection and acquisition/ lease	FA: Article 9 MUDA: Article 1	Items 7 and 11
(b) Pre-opening purchases/ lease	FA: Articles 5 and 9 MUDA: Article 1	Items 5, 7, 8 and 11
(c) Site development and other pre-opening requirements	FA: Articles 5 and 9 MUDA: Article 2	Items 7 and 11
(d) Initial and ongoing training	FA: Article 5	Items 6, 7 and 11

Obligation	Article in Agreement	Disclosure Document Item
(e) Opening	FA: Article 9 MUDA: Article 1	Item 11
(f) Fees	FA: Articles 4, 5, 8, 9, 10, 11 and 16 MUDA: Article 3	Items 5, 6, 7 and 11
(g) Compliance with standards and policies/ operating manual	FA: Articles 6 and 9	Items 8, 11, 14 and 16
(h) Trademarks and proprietary information	FA: Articles 7 and 14	Items 13 and 14
(i) Restrictions on products/services offered	FA: Articles 3 and 9	Items 8 and 16
(j) Warranty and customer service requirements	Not Applicable	Not Applicable
(k) Territorial development and sales quotas	FA: Article 9 MUDA: Article 1	Item 12
(l) On-going product/service purchases	FA: Article 9	Item 8
(m) Maintenance, appearance and remodeling requirements	FA: Article 9	Not Applicable
(n) Insurance	FA: Article 10	Items 7 and 8
(o) Advertising	FA: Article 11	Items 6, 7 and 11
(p) Indemnification	FA: Article 13 MUDA: Article 9	Item 6
(q) Owner's participation/management/ staffing	FA: Article 9	Items 11 and 15
(r) Records and reports	FA: Articles 8, 9 and 12	Item 6
(s) Inspections and audits	FA: Articles 9 and 12	Item 6
(t) Transfer	FA: Article 16 MUDA: Article 6	Items 6 and 17
(u) Renewal	FA: Article 4 MUDA: Article 2	Items 6 and 17
(v) Post-termination obligations	FA: Article 18 MUDA: Article 5	Item 17
(w) Non-competition covenants	FA: Article 15 MUDA: Article 5	Item 17
(x) Dispute resolution	FA: Article 20 MUDA: Article 8	Item 17

Obligation	Article in Agreement	Disclosure Document Item
(z) Guaranty	FA: Article 9.20, Attachment 4	Item 15

ITEM 10: FINANCING

We do not offer direct or indirect financing to our unit franchisees. We do not guarantee your note, lease or any other obligation. We do, however, provide contact information for lenders of SBA loans or other financing products that are familiar with Home Matters and who can assist with applying for third party financing

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

Multi-Unit Development Agreement: The pre-opening and continuing services we provide under the Franchise Agreement will be provided to each multi-unit developer for each Franchised Business that they open.

Franchise Agreement. Before you open your Franchised Business, we will:

1. Designate your protected territory (Franchise Agreement – Attachment 1).

2. Provide you access to our Manual via our intranet website. We describe the Manual later in this Item (Franchise Agreement – Section 5.1).

3. Provide an initial training program at our offices for up to two people, the cost of which is included in your initial franchise fee, excluding transportation, lodging, meals and wages. Our training program is described in detail later in this Item (Franchise Agreement – Section 5.3).

4. If you choose not to operate from your home, accept the location you have selected from which you will operate the Franchised Business. Any acceptance is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience. Our site selection acceptance process is described later in this Item (Franchise Agreement – Section 9.1.2).

5. We or our designee will administer the Brand Development Fund as described below (Franchise Agreement – Section 11.7).

Site Selection and Time to Open

We expect that you will operate your Business from your home. We do not evaluate or provide our acceptance of your home location, as a result, no site selection assistance is provided nor is any criteria issued. 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, it should be in "move-in" condition in an executive suite building. If you choose to operate the Business from a leased space, we must accept the location of your Business, and our acceptance will not be unreasonably withheld. In evaluating a site, we may consider the factors we deem material including demographic characteristics, available parking, the predominant character of the neighborhood, and the site's size, appearance and other physical characteristics. We generally do not own the premises and lease it to you.

If we do not provide our acceptance of a proposed site by written notice to you within 30 days, then the site is considered not accepted by us. If we cannot agree on a proposed site, we may elect to terminate the Franchise Agreement and keep the entire initial franchise fee.

If you are a multi-unit developer, you are required to operate every Business after your first from a leased office space in an executive suite building. We must accept the location of your leased space for each Business after your first. Our acceptance of future sites being developed under a Multi-Unit Development Agreement will be determined based on our then-current standards for sites at the time you sign the Franchise Agreement for that unit.

We estimate that between 30 and 90 days will elapse from when you sign the Franchise Agreement to the opening of your Franchised Business for business. This could be delayed if your state requires a longer licensing process. Your Franchised Business must be opened for business no later than 90 days after you sign the Franchise Agreement or within 30 days of receiving your State license. Any required State license application must be submitted within 30 days of when you sign the Franchise Agreement. If you fail to obtain the required licenses and permits within 45 days of signing the Franchise Agreement, we may require you to work with an approved third-party consultant who specializes in obtaining and maintaining the applicable licenses and permits at your expense. The factors that affect the timeframe to open are the ability to obtain general business permits, training, financing, zoning and local ordinances, shortages, and installation of any office equipment, fixtures and signs.

We do not provide assistance with equipment, signs, fixtures, opening inventory or supplies except by providing a list of approved suppliers and through our written specifications. We do not deliver or install these items.

You may not open your Franchised Business for business until: (1) we determine that your Franchised Business has been equipped and stocked with materials and supplies in accordance with plans and specifications we have approved; (2) the initial training program we provided has been completed to our satisfaction by all required persons; (3) the initial franchise fee and all other amounts due to us have been paid; (4) you have furnished us with all certificates of insurance required by the Franchise Agreement; (5) you have obtained all necessary governmental permits, licenses and authorizations for the operation of your Franchised Business; (6) you are in full compliance with all the terms of the Franchise Agreement; and (7) all items in our opening checklist have been complied with to our satisfaction. If you do not open your business within the required timeframe, we may terminate the Franchise Agreement and keep all of the money you paid us.

Post-Opening Obligations and Optional Assistance

Post-Opening Obligations. During the operation of your Franchised Business, we will:

1. Provide guidance and assistance in the operation of your Franchised Business. This guidance may be provided in the form of periodic email, telephone communications and/or field visits (Franchise Agreement – Section 5.3.3).

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

2. Issue, modify, and supplement standards for the System that may regulate any one or more of the following regarding your Franchised Business: (a) hours of operation, (b) marketing and sale of services, (c) checklists, (d) general rules and regulations for employees, and all other matters that in our sole judgment require standardization and uniformity in all Franchised Businesses. We reserve the right to the extend allowed by applicable law to establish maximum, minimum or other pricing requirements with respect to the prices you may charge for products or services (Franchise Agreement – Section 5.4).

3. Provide advertising, promotional materials, and services to you. Materials provided may include video and audiotapes, copy-ready print advertising materials, posters, banners and miscellaneous items. If you want additional copies, you must pay duplication costs. We may use both outside advertising and marketing agencies and internal staff to create advertising. You may develop advertising materials for your own use, at your own cost, but we must approve of these advertising materials before you may use them, as described below (Franchise Agreement – Section 11.4).

4. Cause our representatives to telephone or visit you from time to time for the purpose of rendering advice and consultation with respect to the operation of the Franchised Business, assessing your overall performance and determining whether you are conducting the Franchised Business in compliance with the standards of the System (Franchise Agreement – Section 5.3.3).

5. Offer annual conferences for our franchisees and area representatives. We may state that attendance at these annual conferences is mandatory for you and/or your manager. If attendance at the conference is mandatory, we may charge a fee (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, and you and your attendees must stay at the host hotel (Franchise Agreement – Section 5.6).

Advertising

Brand Development Fund (Franchise Agreement, Section 8.3)

We have the right to establish and administer a Brand Development Fund (the "Fund") to advertise the System and the products offered by Home Matters Caregiving Businesses on a regional or national basis, or to provide marketing or sales support through a centralized support structure. You must contribute 1% of Gross Revenue each month to the Fund to be paid in the same manner as the Royalty Fee. Since the Fund was not established during the fiscal year ended December 31, 2023, no monies have been spent by the Fund.

The Fund will be maintained and administered by us or our designee as follows:

1. We direct all advertising programs and have sole discretion to approve the creative concepts, materials and media used in the programs and their placement and allocation. Advertising materials may be developed in-house by us or we may employ one or more advertising agencies to develop advertising. The Fund is intended to maximize general public recognition and acceptance of the Marks and improve the collective success of all Home Matters Caregiving Businesses operating under the System. We may use monies from the Fund to support our franchisee and affiliate websites. Any Businesses operated by us will contribute to the Fund but may contribute more or less than your Franchised Business. In administering the Fund, we and our designees are not required to make expenditures for you that are equivalent or proportionate to your contribution or make sure that any particular franchisee benefits directly

or pro rata from the placement of advertising. We are not obligated to spend any amount on advertising in your area or territory.

2. The Brand Development Fund may be used to satisfy the costs of maintaining, administering, directing and preparing advertising, including the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; employing advertising agencies; development and maintenance of our website; and costs of our personnel and other departmental costs for advertising that we administer or prepare internally. All sums you pay to the Fund will be accounted for separately from our general funds. We may reimburse ourselves out of the Fund for our reasonable administrative costs and expenses that we may incur in the administration or direction of the Fund and advertising programs for you and the System, including expenses of salary and office overhead. The Fund and its earnings will not otherwise benefit us. The Fund is operated solely as a conduit for collecting and expending the Brand Development Fees as outlined above. Any sums paid to the Fund that are not spent in the year they are collected will be carried over to the following year. No portion of the Fund will be used for advertising that is primarily a solicitation of franchise sales.

3. We will prepare an annual statement of the operations of the Fund that will be made available to you if you request it. We are not required to have the Fund statements audited.

4. Although the Fund is intended to be perpetual, we may terminate the Fund at any time. The Fund will not be terminated until all monies in the Fund have been spent for advertising or promotional purposes or returned to contributors on a pro rata basis. If we terminate the Fund, we have the option to reinstate it at any time and it will be operated as described above.

Local & Web-Based Advertising (Franchise Agreement, Section 11.5)

You must conduct local advertising in your territory, and you must spend at least One Thousand Dollars ($1,000) each month for local advertising. You must spend a minimum of Three Thousand Dollars ($3,000) on local and web-based advertising and promotion for your Business before opening and during the first three months of operation (grand opening). Any advertising you wish to use must first be approved by us. You may purchase some advertising materials from our approved suppliers, or you may have advertising and promotional materials developed for you. For any materials that we have not approved or that have not been approved within the immediately preceding 12-month period, you must submit these materials to us for our review. We will have 15 days after receipt of the proposed advertising and promotional materials to notify you whether they have been approved. Unless we provide our specific approval of the proposed materials, they are deemed not approved. Any advertising materials you submit to us for our review will become our property, and we may use or distribute these materials in any manner we deem appropriate, without compensation to you.

At our request, you must include certain language in your local advertising, such as “Franchises Available” and our Website address and telephone number. You must place advertisements in on-line phone directories for your Franchised Business, and you may purchase additional advertising on-line. Any ads you intend to place in any on-line format must be pre-approved by us. Your on-line advertising may be used to satisfy your local advertising requirement. During the first three months after your Franchised Business opens, you must submit to us a bi-weekly advertising report, in a form we specify, showing the advertising activities, you conducted (the “Advertising Report”) during the previous period. After this initial three-month period, you must submit the Advertising Report to us once every month.

Websites (as defined below) are considered “advertising” under the Franchise 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 the Franchise 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. You are not permitted to create your own Website for your Franchised Business without our approval, which we are not required to provide. We will establish your internet domain name and Website, which will be a Website separate from our Website with a distinct domain name. We will have the sole authority to establish the domain name and Website, and you agree to assist us in customizing your Website for your protected territory. We will, at all times during the term of this Agreement, own your Website and domain name, and we have the right to suspend your Website if it includes any unapproved or objectionable content.

Advisory Council (Franchise Agreement, Section 11.8)

We may create one or more advisory councils made up of franchisees 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. If an advisory council is formed, it will act in an advisory capacity only and will not have decision making authority. Franchisee representatives on an advisory council may be selected by us or may be selected by other franchisees in the System. All advisory council representatives must pay the expenses they incur related to advisory council business, such as travel and living expenses to attend council meetings.

Regional Advertising (Franchise Agreement, Section 11.9)

Currently, our System has no regional advertising fund or cooperative. However, we may decide to establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. A regional cooperative will be comprised of all franchised Home Matters Caregiving outlets in a designated geographic area. Our affiliate-owned outlets may participate in a regional cooperative, in our sole discretion. Each Home Matters Caregiving outlet will have one vote in the cooperative. We will determine in advance how each cooperative will be organized and governed. We have the right to form, dissolve, merge or change the structure of the cooperatives. If a cooperative is established during the term of your Franchise Agreement, you must sign all documents we request and become a member of the cooperative according to the terms of the documents. Currently, there are no governing documents available for your review.

If we establish a regional advertising fund or cooperative, you must contribute amounts we require. Your contributions to a regional advertising fund or cooperative will be in addition to your required contributions to the Brand Fund; however, contributions made by you to a regional advertising fund or cooperative will be credited against up to one-half of your required expenditures for local advertising. Fees for the cooperative will not to exceed one-half of the Local Advertising requirement or your pro-rata share of actual cooperative advertising costs, whichever is greater.

Computer Systems and Software

You must have a computer that meets our minimum specifications and the specifications of the required software, and you must have the communication equipment and internet access we specify. Currently you must have a cellular phone with Bluetooth® capability, paper shredder, highspeed scanner, and printer, in addition to your required computer. Your computer must be Windows-based and include the hardware and software components that we specify. Our detailed specifications for your computer are included in our Manual. The minimum software you will need includes Microsoft® Office, an accounting program, and any other software necessary to allow us access to your computer system. You may purchase your computer from any vendor, and we estimate that the initial cost of your computer system will be

between $1,000 and $3,000. If you are a conversion franchisee, you may already have some of the equipment we require, so we estimate the initial cost to a conversion franchisee to be up to $1,500.

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

Currently, you must use Care Academy tools at $6.00/month per user for required online caregiving training tools or the designated provider as outlined in the operations manual.

Currently, you must use Hub Spot as your CRM and automation software at a cost of $120 per month per user.

. In order to complete the client management web forms in our required Wellsky Software, electronic tablets may be used at an approximate cost of $0 to $100 per tablet one-time fee. Smartphones may also be used."

You must have highspeed internet service with internet access and email. We will use these methods to communicate with our franchisees. We must have unlimited, independent access to your computer system at all times during the term of your Franchise Agreement, and you must make sure that we have this access, at your expense. The computer system will give us immediate and independent access to the information generated and stored by the system, and there is no contractual limitation on our access to or use of the information we obtain. You must install and maintain equipment in accordance with our specifications to permit us to access your computer system as described above. We may download any data relating to your Business from your computer, with no compensation to you. You must make sure that all required data is entered into your computer in a timely manner.

You must use the Wellsky Software or other software we specify, and ongoing fees will apply at a minimum of 275 per month for the first 10 clients and then $13 per client per month thereafter. The Wellsky Software also has an initial setup fee of $250. The Wellsky 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 Franchise Agreement and/or Multi-Unit Development Agreement.

The Wellsky software is a program accessed through the internet from your computer with your secure login which you must use, and you are not authorized to use any third-party programs without our express written consent. The Wellsky software stores data for client management, caregiver management, caregiver training tracking, office scheduling, referral source management, payroll, billing, and report generation. The data that is stored and generated in your Wellsky makes it easy for you to work from any location using your computer or mobile device. You may temporarily work offline if you should lose your internet connection and database synchronization when the internet connection is re-established. You also have mapping options with Google Maps®.

We have no obligation to maintain, repair, update or upgrade your computer and software. At your cost, you must provide on-going maintenance and repairs to your computer and software. You must upgrade your computer hardware and software as necessary to operate the most current version of our System requirements. We cannot estimate the cost of maintaining, updating and upgrading your computer hardware and software because it will depend on the make and model of your computer, repair history, usage, local cost of computer maintenance services in your area and technological advances that we cannot predict. You are responsible to protect data that you collect that is stored or transmitted in accordance with HIPAA, HITECH and industry standards.

We reserve the right to have remote and independent access to your revenue information and client data generated by and stored in your computer system. There are no contractual limitations on our right to have full access to this information, although our right to certain client information is subject to the requirements of the Health Insurance Portability and Accountability Act. You are required to enter into a business associate agreement with us, which is included in this Disclosure Document in Attachment 8 to the Franchise Agreement. At our option, we may retrieve, download, analyze and store such information and data at any time. Upon our request, you must sign any documents we require to allow us to independently and electronically access and retrieve the information stored in your computer system.

Operations Manual

Attached to this Disclosure Document as Exhibit E is the Table of Contents of the Manual. Our Manual includes approximately 288 pages.

Training Programs

Before the Business opens, we will train you (or, if you are an entity, your principal owner) and one additional person in operating the Business. Your Training Program will consist of Six Foundational Training Modules which will be provided in 1-Hour video calls each led by an experienced trainer; an ongoing series of weekly Pre-Launch Business Start-Up video calls with our onboarding specialist to review action items provided in our Launch Playbook and Task Dashboard; and (4) four additional days of on-site interactive training at our Operations Headquarters, or another site that we designate. We have the right to modify our training program based on the individual needs or experience of any trainee. Our initial training program is provided for up to two people at no additional fee, but you must pay all of your trainees' expenses while attending the initial training program, including travel, lodging, meals and applicable wages. If you request that we provide our initial training program to additional employees, either before your Business opens or while it is operating, you must pay our then-current training fee, and you must also pay for the trainees' expenses while attending training.

You and your manager or employee must satisfactorily complete initial training within 30 days following the execution of the Franchise Agreement. If you fail to complete the training program to our satisfaction, we may elect to terminate the Franchise Agreement and keep the entire initial franchise fee. We may require you to replace a manager if we determine that he or she is not qualified to hold that position. You must pay us to train a replacement.

Training will occur after you sign the Franchise Agreement and while you are developing the Business. You must participate in the training for all activities required to operate the Business. We plan to be flexible in scheduling training to accommodate our personnel, you, and your personnel. The Training Program will be held as needed. The materials we use in our initial training program include our Manual and any other materials that we believe will benefit our franchisees in the training process. As of the date of this Disclosure Document, we provide the following training:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Foundational Training Modules	6	0	You will complete the training modules on-line, from your location.

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Pre-Training Webinars & Calls	4	0	The webinars will be conducted from your location and will include assigned action items.
Software Training	8	0	You will complete software training by webinar and on-line tutorials, from your location. This training will be facilitated by our software vendor.
DAY 1 – Staff Management: Recruiting, Training, HR Policies and Operations, and HR Regulatory Requirements	8	0	Portland, Arizona or other location designated by us
DAY 2 – Client Management: Services, Quality, Client Policies and Operations, and Elder Care Regulatory Requirements	8	0	Portland, Arizona, or other location designated by us
DAY 3 – Caregiver Training and Onboarding	8	0	Portland, Arizona, or other location designated by us
DAY 4 – Field Work: Client Start Ups, Development of Referral Sources; Assessment Protocols	8	0	Portland, Arizona, or other location designated by us
Post-4-Day Initial Training: Webinars (1 hour per week)	12	0	Portland, Arizona, or other location designated by us
Total Hours	62	0	

Clayton Foutch oversees our training program. In addition to Mr. Foutch, we may rely on the expertise of certain of our employees to provide training on specific areas. Mr. Foutch has worked with the Franchisor since inception on June 2, 2020 and has 13 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.

We may offer annual conferences, meetings, or seminars to our franchisees and area representatives. We may require you and/or your manager to attend a conference, meeting, or seminar. 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.

Additional Training Programs

You must use an internet-based training system we designate to help you train the caregivers you hire. The training system is currently provided by Care Academy, website: CareAcademy.com. The training requires currently $6 per month per seat. Other internet-based training resources may also be made available.

Caregivers are required to attain specific levels and must pass the test at the end of each online level. The system will generate a certificate of completion for the caregiver and notify you of the completion. After successful completion of one level, the caregiver goes to the next level of training. The training is done at the caregiver's home using the training website. The caregivers must successfully complete the training to our satisfaction. If they do not successfully complete the training, they must continue the training until successful completion. There currently are no fixed training schedules for this home-based caregiver training, but there may be in the future.

ITEM 12: TERRITORY

Franchise Agreement

The Franchise Agreement grants you the right to operate your Business at a particular street address known as the "Franchised Location", which will be your home-based office or a small office space. If you are in compliance with the Franchise Agreement during its term, we will not establish or operate or license others to establish or operate a Home Matters Caregiving Business within your "Protected Territory".

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

Your Protected Territory will consist of an area containing up to approximately 200,000 people. As described in Item 5, you may purchase a larger Protected Territory in our sole discretion. Your Protected Territory will be identified in your Franchise Agreement by contiguous zip codes, street boundaries, city boundaries, or county boundaries, and we may depict your Protected Territory on a map that is attached to your Franchise Agreement. During the term of your Franchise Agreement, the boundaries of your Protected Territory will not change based on increases or decreases in the population of your Protected Territory.

As part of the process of renewing your Franchise Agreement, we have the right to re-evaluate your then-existing Protected Territory according to certain demographics, including population. Since your Protected Territory includes a certain minimum population, your Protected Territory under the renewal Franchise Agreement will be modified to accommodate shifts and changes in population. Our intent is to make the target demographics of your renewal Protected Territory, and any additions you have purchased, similar to the target demographics of your then-current Protected Territory. A re-evaluation of your Protected Territory may result in your renewal Protected Territory being smaller or larger than the then-current Protected Territory. We cannot guarantee that you will achieve any particular level of success with the renewal Protected Territory or that your results will be the same as or similar to your results from operating in the then-current Protected Territory.

You may not operate your Franchised Business from any location other than the Franchised Location. If you do not operate from your home, the office space will be subject to our acceptance, which will not be unreasonably withheld. You may not relocate your Franchised Business without our prior written approval. If the premises are damaged, condemned or otherwise unusable, or if in your and our reasonable judgment there is a change in the character of the location of the Franchised Business sufficiently

detrimental to its business potential to warrant its relocation, we will grant you permission to relocate the Franchised Business.

You must use your best efforts to promote and increase the sales and services of the Home Matters Caregiving business to effect the widest and best possible distribution and sale of products and services and to solicit potential customers and accounts for products and related services in conjunction with us. You must meet minimum annual Gross Revenue amounts to maintain your rights under the Franchise Agreement as described below.

During the term of the Franchise Agreement, we (and any affiliates that we periodically might have) retain the rights set forth below, both inside and outside of your Protected Territory.

(1) We have the right to purchase or otherwise acquire the assets or controlling ownership of one or more businesses identical or similar to your Franchised Business (and/or franchise, license, and/or similar agreements for these businesses), regardless of whether those similar or identical businesses are located within or outside of your Protected Territory.

(2) We have the right to be acquired (regardless of the form of transaction) by a business identical or similar to Home Matters Caregiving Franchised Businesses, regardless of whether that business operates similar or identical businesses within or outside of your Protected Territory.

(3) We have the right to engage in any other business activities not expressly prohibited by the Franchise Agreement, anywhere.

We are not required to pay you if we exercise any of the rights specified above within your Protected Territory. You must meet minimum annual Gross Revenue amounts according to the following table to retain your rights in the Franchise Agreement and to the Protected Territory.

By the end of year:	Minimum Annual Gross Revenue
1	$100,000
2	$220,000
3	$500,000
4	$750,000
5 (and every year after)	$1,000,000

If you do not achieve and/or maintain these minimums, you will be in default of your Franchise Agreement and you will be provided with a default notice for the first time you do not meet these minimums. If you do not meet and/or maintain the required minimums a second time during the term of the Franchise Agreement or any renewal term of the Franchise Agreement, we have the right to reduce or eliminate the size of your Protected Territory, or to terminate your Franchise Agreement upon notice to you.

You may provide services to customers and prospective customers within your Protected Territory only. You may not engage in any promotional activities or sell any related products or services, whether directly or indirectly, through or on the internet, the world wide web, or any other similar proprietary or common carrier electronic delivery system or any interactive electronic document contained in a central computer linked to communications software service providers or any other devices sent or directed to customers or prospective customers; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers. While you

may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Protected Territory, as determined and approved by us, and you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers located outside of the Protected Territory, you may not make any sales or perform services to customers outside of the Protected Territory, unless there is not another franchisee in the customer's area. You have no options, rights of first refusal, or similar rights to acquire additional franchises.

We may solicit and sell products under the Marks and other trade names and trademarks in your Protected Territory through any alternate channel of distribution other than through the operation of a Home Matters Caregiving Business ("Alternative Distribution Channels"). Alternate Distribution Channels include the internet, wholesale, mail order, catalog sales, telemarketing or other direct marketing sales. You may not use Alternative Distribution Channels to make sales outside or inside your Protected Territory except as described in the following paragraph and you will not receive any compensation if we solicit or accept sales orders through Alternative Distribution Channels except as described in the following paragraph.

If we engage in electronic commerce through any internet, world wide web or other computer network site or sell through any other Alternative Distribution Channel, and we receive orders for any products or services offered by a Home Matters Caregiving Business calling for delivery or performance in your Protected Territory, then we will offer the order to you at the price we establish. If you choose not to fulfill the order or are unable to do so, then we, or a third party we designate (including another franchisee) may fulfill the order, and you will not be entitled to any compensation in connection with this.

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.

Multi-Unit Development Agreement

You may (if you qualify) develop and operate a specific number of Businesses within your Development Area. We and you will agree on the Development Area and it will be described in the Multi-Unit Development Agreement before signing it. The Development Area will be defined in terms of municipal or county boundaries but may be defined as a specified trade area within a municipality. The actual size of the Development Area will vary depending upon the availability of contiguous markets, our long-range development plans, your financial and operational resources, population, and market conditions. The Development Area will have a population of up to approximately 600,000 people. As described in Item 5, you may purchase a larger Development Area, in our sole discretion. In each case, the designated territory guidelines for single franchise locations will prevail for each location developed under your Multi-Unit Development Agreement.

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

We and you will negotiate the number of Franchised Businesses you must develop to keep your development rights and the dates by which you must develop them. We and you then will complete the minimum development schedule in the Multi-Unit Development Agreement before signing it. In general, you are required to sign the Franchise Agreement for the second Business you develop within 24 months of signing the Multi-Unit Development Agreement. For each Business you develop after the second, you are required to sign a Franchise Agreement within twelve months of signing the Franchise Agreement for the prior Business. For each Business after the first that you commit to develop under the Multi-Unit

Development Agreement, you are required to lease office space, and our acceptance of the site will be determined based on our then-current standards for sites at the time you sign the Franchise Agreement for that unit.

Subject to your territorial rights under your Franchise Agreements, we may, after the Multi-Unit Development Agreement expires or is terminated, establish or allow others to establish Franchised Businesses within the area formerly designated as your Development Area. While the Multi-Unit Development Agreement is in effect, we will not establish, or allow other franchise owners to establish, Franchised Businesses to be located within the Development Area. There are no other restrictions on us. You may not develop or operate Franchised Businesses outside the Development Area. We may terminate the Multi-Unit Development Agreement if you do not satisfy your development obligations when required.

Except as described above, continuation of your territorial exclusivity does not depend on your achieving a certain sales volume, market penetration, or other contingency, and we may not alter your Development Area.

Except as expressly limited by the Multi-Unit Development Agreement, we retain all rights with respect to Home Matters Caregiving Businesses, the Marks, and any products and services anywhere in the world including the right: (a) to produce, offer and sell and to grant other the right to produce, offer and sell the products offered at the Business and any other goods through similar or dissimilar channels of distribution, both within and outside the Development Area, under the Marks and other trade and service marks and under any terms and conditions we deem appropriate; (b) to operate and to grant others the right to operate Businesses located outside the Development Area under any terms and conditions we deem appropriate and regardless of proximity to your Businesses; and (c) the right to acquire and operate a business operating one or more homecare businesses located or operating in your Development Area.

After you have completed the minimum development schedule (which is when the last Business to be developed opens for business), if we believe that it is desirable to establish additional Businesses within the Development Area, and if you were in compliance with your Multi-Unit Development Agreement and are in compliance with all of your Franchise Agreements, we will offer you the right to develop these additional Businesses. You must exercise this option, in full, within 60 days after our notice to you. If you do not exercise or you decline this right of first refusal, we have the right to sell these development rights to another multi-unit developer or to develop the Businesses ourselves. You are not granted any other right of first refusal.

To maintain your rights under the Multi-Unit Development Agreement there must be open and in operation the cumulative number of Businesses set forth on the minimum development schedule by the dates set forth in the minimum development schedule.

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	September 27, 2022

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

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 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 Franchised 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, seminars and conventions, in the Manual and in guidance furnished to you during the term of the Franchise 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 include: (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; (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 Business; (6) terms of the Franchise Agreement; (7) the Manual; (8) graphic designs and related intellectual property; (9) customer lists and information; and (10) the intranet and the Wellsky Software system.

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

We do not require you to personally participate in the operation of your Franchised Business, but your Franchised Business must at all times be under the direct, supervision of a manager who has satisfactorily completed our initial training program and who devotes his/her full business time, energy and effort to the management and operation of your Home Matters Caregiving Business. The manager cannot have any interest or business relationship with any of our competitors. The manager is not required to have an ownership interest in your corporate or partnership franchise. We impose no limitations as to who you may hire as the manager, except that you must comply with all applicable laws and that you must not harm the goodwill associated with the System and the Marks (this requirement may affect who you hire as your manager). If you hire a manager for your Franchised Business, you must still make sure that the Franchised Business is operated according to our requirements and System standards, and compliance with the Manual and the terms of your Franchise Agreement.

We have the right to approve the manager after training. The manager must attend and complete our training program. Your manager and all other 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 Franchise Agreement as Attachment 5. If your Franchised Business is owned by an entity, all owners of the entity must personally sign the Franchise Agreement as a Principal. If you are a married individual, your spouse must sign our Spouse Guaranty, which is attached to our Franchise Agreement as Attachment 4.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only products and services that have been approved and specified by us in the Manual and any updates that are incorporated in the Manual from time to time. You may not offer for sale any products or services not specifically approved by us in writing and you may not use your Franchised Business for any other purpose than the operation of a Business and the sale of products or services approved by us. You must offer any products and/or services that we designate as required products and/or required services in the Manual. There are no limits on our ability to make changes to the products or services we require you to sell.

You may not sell products through other channels of distribution such as wholesale, internet or mail order sales without our express written approval. The establishment of accounts and/or participation in any social networking sites (including Facebook, LinkedIn, Twitter or any other social or professional networking site or blog) for the purpose of marketing Home Matters Caregiving must be done with our approval and we must be granted access to those accounts. Use of the Marks in social networking sites or other on-line use may be prohibited unless approved in writing by us. Personal use of all social networking sites must be in compliance with our Social Networking Policy.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE 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 Franchise Agreement	Summary
a. Length of the franchise term	Article 4	10 years
b. Renewal or extension of the term	Article 4	unlimited additional terms equal to ten (10) years each
c. Requirements for franchisee to renew or extend	Article 4	Provide notice, be in compliance with Franchise Agreement, sign new Franchise Agreement, sign release, pay renewal fee, maintain minimum Gross Revenue requirements. We may modify the boundaries of the Protected Territory on renewal. You may be asked to sign a contract with materially different terms and conditions than your original contract, but the fees on renewal will not be greater than the fees that we then impose on similarly situated renewing franchisees.
d. Termination by franchisee	Not Applicable	You may seek termination upon any grounds available by state law.

Provision	Article in Franchise Agreement	Summary
e. Termination by franchisor without cause	Not Applicable	Not applicable. In addition, a default under one agreement with us may result in a termination of all your other agreements with us. This is known as a cross-default provision.
f. Termination by franchisor with cause	Article 17	We may terminate your Franchise Agreement if you are in breach of the Franchise Agreement and on other grounds. In addition, a default under one agreement with us may result in a termination of all your other agreements with us. This is known as a cross-default provision.
g. "Cause" defined – curable defaults	Article 17	Includes failure to pay fees when due, misuse of Marks, sale of an unapproved service, first failure to meet minimum Gross Revenue requirement. In addition, a default under one agreement with us may result in a termination of all your other agreements with us. This is known as a cross-default provision.
h. "Cause" defined – non-curable defaults	Article 17	Includes filing for bankruptcy or assignment for the benefit of creditors, second failure to meet minimum Gross Revenue requirement. In addition, a default under one agreement with us may result in a termination of all your other agreements with us. This is known as a cross-default provision.
i. Franchisee's obligations on termination/non-renewal	Article 18	Obligations include discontinue using confidential information and materials, return Manual, and payment of amounts due
j. Assignment of contract by franchisor	Article 16	No restriction on our right to transfer
k. "Transfer" by franchisee – defined	Article 16	Includes transfer all or substantially all of the assets of your business
l. Franchisor approval of transfer by franchisee	Article 16	We have the right to approve all transfers

Provision	Article in Franchise Agreement	Summary
m. Conditions for franchisor approval of transfer	Article 16	Includes payment of money owed, you are not in default of the Agreement, you sign release, transferee qualifies, transferee signs new agreement and payment of the transfer fee
n. Franchisor's right of first refusal to acquire franchisee's business	Article 16	We can match any offer
o. Franchisor's option to purchase franchisee's business	Article 18	Upon expiration or termination, we can buy all or a portion of the assets of your Franchised Business
p. Death or disability of franchisee	Article 16	Franchise must be assigned to approved buyer within 90 days
q. Non-competition covenants during the term of the franchise	Article 15	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 15	Includes prohibition on owning or operating business which sells similar services for two years and located within 50 miles of any unit in the System. These provisions are subject to state law.
s. Modification of the agreement	Article 21	Must be in writing by both parties
t. Integration/merger clause	Article 21	Only the terms of the Franchise 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 Franchise Agreement may not be enforceable
u. Dispute resolution by arbitration or mediation	Article 20	Except for certain claims, all disputes must be arbitrated in Arizona, subject to state law
v. Choice of forum	Article 20	Arizona, subject to state law
w. Choice of law	Article 20	Arizona law applies generally, subject to state law

THE MULTI-UNIT DEVELOPER RELATIONSHIP

Provision	Article in Multi-Unit Development Agreement	Summary
a. Length of the franchise term	Article 1	Term of minimum development schedule
b. Renewal or extension of the term	Article 1	Not renewable, but you may negotiate a new agreement
c. Requirements for multi-unit developer to renew or extend	Not Applicable	Not Applicable
d. Termination by multi-unit developer	Not Applicable	You may seek to terminate your Multi-Unit Development Agreement on any ground permitted by state law
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Article 4	We may terminate the Multi-Unit Development Agreement if you are in breach of the Agreement and do not cure the breach (if the breach is curable)
g. "Cause" defined – curable defaults	Article 4	You fail to comply with any provision of the Multi-Unit Development Agreement that is not considered incurable

Provision	Article in Multi-Unit Development Agreement	Summary
h. "Cause" defined – non-curable defaults	Article 4	Unauthorized transfer; a general partnership interest is terminated for any reason (if you are a limited partnership); you or your owners make a material misrepresentation to us in obtaining the development rights; you or your owners are convicted of a felony or other crime that may adversely affect the goodwill associated with the Marks; you fail on three separate occasions in any 12 month period to comply with the agreement; if a Franchise Agreement with us is terminated according to its terms; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors. In addition, a default under one agreement with us may result in a termination of all of your other agreements with us. This is known as a cross-default provision.
i. Multi-unit developer's obligations on termination/ non-renewal	Article 5	Lose development rights, may not continue to develop Franchised Businesses
j. Assignment of contract by franchisor	Article 6	No restriction on our right to transfer
k. "Transfer" by multi-unit developer – defined	Article 6	Includes a transfer of the development rights or an ownership interest in the multi-unit developer
l. Franchisor approval of transfer by multi-unit developer	Article 6	We have the right to approve all transfers
m. Conditions for franchisor approval of transfer	Article 6	We cannot unreasonably withhold consent; transferee qualifies; transfer fee paid, and we grant an assignment of your Multi-Unit Development Agreement to the transferee
n. Franchisor's right of first refusal to acquire multi-unit developer's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase multi-unit developer's business	Not Applicable	Not Applicable

Provision	Article in Multi-Unit Development Agreement	Summary
p. Death or disability of multi-unit developer	Article 6	Interest must be transferred to an approved party within six months
q. Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable
r. Non-competition covenants after the franchise is terminated or expires	Article 5	Includes prohibition on owning or operating business which sells similar services for two years and located within 50 miles of any unit in the System. These provisions are subject to state law.
s. Modification of the agreement	Article 7	Must be in writing by both parties
t. Integration/merger clause	Article 7	Only the terms of the Multi-Unit Developer 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 Multi-Unit Developer Agreement may not be enforceable
u. Dispute resolution by arbitration or mediation	Article 8	Except for certain claims, all disputes must be arbitrated in Arizona, subject to state law
v. Choice of forum	Article 8	Arizona, subject to state law
w. Choice of law	Article 8	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 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	6	+6
	2023	6	8	+2
	2024	8	16	+8
Company-Owned	2022	1	1	0
	2023	1	1	0
	2024	1	1	0
Total Outlets	**2022**	**1**	**7**	**+6**
	2023	**7**	**9**	**+2**
	2024	**9**	**17**	**+8**

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2022 to 2024

State	Year	Number of Transfers
	2022	0
	2023	0
	2024	0
Total	**2022**	**0**
	2023	**0**
	2024	**0**

Table No. 3
Status of Franchised Outlets
For years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
AZ	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	4	0	0	0	0	6
CA	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
CT	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
GA	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
OH	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
PA	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
TX	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Total	**2022**	**0**	**6**	**0**	**0**	**0**	**0**	**6**
	2023	**6**	**2**	**0**	**0**	**0**	**0**	**8**
	2024	**8**	**8**	**0**	**0**	**0**	**0**	**16**

Table No. 4
Status of Company-Owned Outlets
For years 2022 to 2024

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	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Total	**2022**	**1**	**0**	**0**	**0**	**0**	**1**
	2023	**1**	**0**	**0**	**0**	**0**	**1**
	2024	**1**	**0**	**0**	**0**	**0**	**1**

Table No. 5
Projected Openings as of December 31, 2024

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
New Jersey	1	1	0
Oregon	1	1	0
South Carolina	1	1	0
Tennessee	1	1	0
Total	**4**	**4**	**0**

A list of the names of all franchisees and multi-unit developers and the addresses and telephone numbers of their businesses are provided in Exhibit F to this Disclosure Document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee or multi-unit developer who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable 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 F 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, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

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

ITEM 21: FINANCIAL STATEMENTS

Our audited financial statements for December 31, 2024, December 31, 2023, and December 31, 2022 are included in Exhibit D.

Our fiscal year end is December 31st.

ITEM 22: CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in Exhibit B and I which include the Franchise Agreement and the Franchisee Acknowledgement Statement.

ITEM 23: RECEIPTS

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

EXHIBIT A

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

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 212-416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, State Capitol, 14th Floor, Dept 414, Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
ARIZONA	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Arizona 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH CAROLINA	SC Secretary of State's Office Attn: Business Opportunities 1205 Pendleton Street, Suite 525 Columbia, SC 29201 (803) 734-0367	Registered Agents, Inc. 6650 Rivers Ave, Suite 100
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions PO Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501-6456
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

SENIOR HEALTHCARE INVESTMENTS, LLC

FRANCHISE AGREEMENT

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Attachments:

1 – Location of Franchise; Protected Territory
2 – Statement of Ownership Interests in Franchisee/Entity
3 – Internet Advertising, Social Media and Telephone Account Agreement
4 – Spousal Guaranty
5 – Employee Non-Competition and Non-Disclosure Agreement
6 – Conversion Addendum
7 – General Release
8 - HIPAA Business Associate Agreement
9 – Provisions Applicable to SBA Financing

SENIOR HEALTHCARE INVESTMENTS, LLC

FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered this _____ (the "Effective Date") between the franchisor Senior HealthCare Investments, LLC, a Wyoming limited liability company, with its principal address at 12725 SW Millikan Way, Suite 300 Beaverton, OR 97005 (herein referred to as "Franchisor" and "We") and _____ _____, a(n) _____, with its principal place of business located at _____ and _____ _____'s principals _____, an individual residing at _____ _____ and _____, an individual residing at _____ _____ ("Principal(s)"). _____ and Principal(s) shall be collectively referred to in this Agreement as "Franchisee", "You", and "Your".

RECITALS

A. We have developed a system of uniform standards, methods, merchandising, and advertising for the operation of businesses (the "Business" or "Franchised Business") that will provide the public with non-medical, in-home personal care services and facility based personal care and assisted living/residential care placement services (the "Products and Services"), and includes management programs, standards, service programs, business methods, product specifications and Marks and information (the "System") using the trade name, trademark and service mark of "Home Matters Caregiving", together with any other trade names, trademarks and services marks that we designate for use with the System (collectively, the "Marks").

B. You desire to enter into the business of owning and operating a Franchised Business in accordance with the System and wish to obtain a franchise from us for that purpose, as well as to receive the training and other assistance provided by us for doing so.

C. You understand and acknowledge the importance of, and benefits to be derived from, the System, as well as our high standards of quality and service and the necessity of operating the Franchised Business in this Agreement in conformity with our standards and specifications.

D. You acknowledge that this Agreement places detailed and substantial obligations on you, including strict adherence to our reasonable present and future requirements regarding facilities, equipment, suppliers, operating procedures, management protocols and procedures, merchandising strategies, sales promotion programs and related matters. You acknowledge that future improvements, changes and developments in the System may require additional expense to be undertaken by you.

NOW, THEREFORE, for and in consideration of the mutual undertakings, covenants, premises and commitments contained in this Franchise Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

ARTICLE 1: DEFINITIONS

1.1 In addition to any other terms defined in this Agreement, the following definitions shall govern this Agreement:

1.1.1 "Agreement" means this document, including all attachments to it and documents referenced and incorporated in it, and any documents or agreements modifying the System.

1.1.2 "Confidential Information" means all of our Know How (as defined below) and other information we designate as confidential and which includes, but is not limited to: (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; (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 Business; (6) terms of this Agreement or any other agreement between you and us; (7) the Confidential Operations Manual; (8) graphic designs and related intellectual property; (9) customer lists and information; and (10) our intranet.

1.1.3 "Copyrights" means all work rendered in a tangible medium of expression as defined under U.S. Copyright Law, 17 U.S.C. Sec. 101, *et seq.*, that relates to the Franchised Business, whether published or unpublished, whether confidential or not, whether created by us or one (1) or more of our affiliates or franchisees, assigned in this Agreement to and owned by us and licensed for use by you as part of the Franchised Business under this Agreement, including without limitation, the Confidential Operations Manual.

1.1.4 "Franchised Business" means the System as licensed to you in this Agreement to use from your accepted location.

1.1.5 "Know How" means our: (a) trade secrets and know-how, whether existing now or created during the term of this Agreement by us and/or one (1) or more of our affiliates or franchisees (and assigned back to us), as conveyed to you, that relates to, *inter alia*, our services and/or processes, marketing practices, and business methods, affairs, tools and techniques, as well as including our customer or prospective customer lists and trade relationships including pricing information, which tends to give us and our network of franchisees a competitive edge over others who provide the same or similar products or services; (b) inventions that may be protected by the filing of U.S. patent applications under Title 35 of the United States Code and/or foreign statutory counterparts; and (c) all unpublished or otherwise confidential work that has been rendered and "work made for hire" protected under Title 17 of the United States Code and other applicable foreign copyright statutes. Know How need not take the form of any particular tangible medium of expression but may also be found or contained in the form of records, magnetic media, papers, photographs, catalogs, books, cassettes, videotapes, computer files, or stored or fixed on computer hard or soft disks or diskettes.

1.1.6 "Marks" means all the trademarks, service marks, logos, emblems, and indicia of origin licensed to and used or contemplated to be used by us and/or one (1) or more of our affiliates, area representatives or franchisees, including, but not limited to, the trade dress, the mark and logo of "Home Matters Caregiving", and other such trade names, service marks and trademarks as may be designated now or later by us.

1.1.7 "Proprietary Properties" means the Confidential Information, Copyrights, Know How, and Marks.

1.1.8 "Protected Territory" means the territory granted to you as described on Attachment 1 hereto.

ARTICLE 2: GRANT OF FRANCHISE AND LICENSE

2.1 Subject to the provisions of this Agreement and all documents or other agreements ancillary to it (the "Agreement"):

2.1.1 We grant to you, and you accept, the franchise and license to operate a Franchised Business in accordance with our specifications and subject to our approval.

2.1.2 You agree to use the Proprietary Properties solely for the Franchised Business and for no other purpose.

ARTICLE 3: YOUR RESTRICTIONS AND OUR RESERVED RIGHTS

3.1 Your Restrictions

Your activities are limited to offering and selling those Products and Services permitted under the System from the accepted location and within your Protected Territory. You have been granted no right of ownership in and/or to any part or all of the Proprietary Properties.

3.2 Rights Reserved to Us

We reserve the right: (i) of ownership in, and control over the Proprietary Properties; (ii) to grant additional franchises, whether similar or dissimilar to the franchise we grant you, anywhere we deem reasonably appropriate; (iii) to engage fully and freely and without limitation in each and every aspect of the business of selling related services, products and equipment; (iv) to offer to the public-at-large, separately, jointly or with others, all related services and/or products of every type and kind; and (v) to employ and exploit the Marks, Copyrights, and Know How in connection with them.

If you are in compliance with the Franchise Agreement during its term, we will not establish or operate, or license others to establish or operate, a Business within your Protected Territory. Except for your Protected Territory, we reserve the right to establish or operate, or license any other franchisee to establish or operate, a Franchised Business at any location. We (and any affiliates that we periodically might have) reserve the right to:

(a) establish and operate, and grant rights to other franchise owners to establish and operate, Businesses or similar businesses at any locations and on any terms and conditions we deem appropriate outside of the Protected Territory;

(b) sell products under the Marks within and outside your Protected Territory through any method of distribution other than a dedicated Home Matters Caregiving Business, including sales through channels of distribution such as the internet, catalog sales, telemarketing or other direct marketing sales (together, "alternative distribution channels");

(c) purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Business (and/or franchise, license, and/or similar agreements for such businesses), regardless of whether those similar or identical businesses are located within or outside of your Protected Territory;

(d) be acquired (regardless of the form of transaction) by a business identical or similar to "Home Matters Caregiving" Businesses, even if the other business operates, franchises and/or licenses competitive identical or similar businesses anywhere inside or outside of your Protected Territory; and

(e) engage in any other business activities not expressly prohibited by this Agreement, anywhere.

ARTICLE 4: TERM AND RENEWAL OPTION

4.1 Term

The term of this Agreement shall be ten (10) years commencing on the date appearing on the first line, unless sooner terminated in accordance with the provisions of this Agreement (the "Term").

4.2 Renewal Option

Subject to the terms and conditions of this Agreement, Franchisee shall have the right, following the expiration of the Term hereof, to enter into a new franchise agreement and other agreements then customarily employed by Franchisor and in the form then generally being offered to prospective franchisees in the state in which the Territory is located (the "Renewal Franchise Agreement") for unlimited additional terms equal to ten (10) years each. The term of such Renewal Franchise Agreement shall commence upon the date of expiration of the immediately preceding term. Franchisee shall be charged a renewal fee equal to Ten Thousand Dollars ($10,000.00) ("Renewal Fee"). If you are in good standing, and subject to performance of the conditions set forth in Section 4.3 below, you have the option to obtain unlimited renewal franchise terms of ten (10) years each ("Renewal Term").

4.3 Requirements for Obtaining a Renewal Franchise Agreement

The option for the Renewal Franchise Agreement is contingent upon your fulfilling the following conditions:

4.3.1 Upon the commencement of a Renewal Term, you shall have fully performed all of your obligations under this Agreement.

4.3.2 You, at the commencement of the Renewal Term, shall satisfy: (i) our then-current standards applicable to the System; (ii) the requirements of the then-current Franchise Agreement and all other agreements ancillary thereto; (iii) our training requirements, including your demonstrable ability to perform all services which are part of the System at the time of renewal; (iv) the standards set forth in our then-current Confidential Operations Manual (the "Manual"); and (v) our requests for disclosure of or access to information requested by us to evaluate your ability to perform.

4.3.3 You are not in default of any provision of this Agreement or any other agreement with us, our affiliates, subsidiaries, and designees, if any.

4.3.4 You have satisfied all monetary obligations to us, our affiliates, subsidiaries, and designees, if any, and have met such obligations in a timely and responsible manner throughout the Term.

4.3.5 You have executed a general release, in form and substance satisfactory to us and/or our counsel, of any and all present as well as future claims against us and our affiliates, subsidiaries, and designees, if any, and their respective officers, directors, shareholders, agents, contractors, and employees, in their corporate and individual capacities, arising out of or related to the Agreement.

4.3.6 You are in compliance with our then-current qualifications and training requirements as set forth in the Manual or elsewhere.

4.3.7 You pay us a renewal fee equal to Ten Thousand Dollars ($10,000).

4.3.8 You are maintaining minimum annual Gross Revenue in the amount of One Million Dollars ($1,000,000).

4.4 Renewal Franchise Agreement

If you wish to exercise your option to enter into a Renewal Term, you must do so by executing our then-current form of Franchise Agreement, which agreement will supersede this Agreement.

4.4.1 The terms of the Renewal Franchise Agreement may differ from the terms of this Agreement. Such differences may include, without limitation, a change in the percentage royalty fee imposed upon you for any such Renewal Term.

4.4.2 You shall exercise your option to obtain a Renewal Franchise Agreement for a Renewal Term in the following manner:

(a) Not less than one hundred eighty (180) days, but no more than two hundred forty (240) days, prior to the expiration of the Term, you shall, by written notice, inform us of your intention to exercise your renewal franchise option.

(b) Within thirty (30) days after receipt of your request, if you have complied with all conditions precedent to obtaining a renewal franchise stated in Section 4.3, we will deliver to you a copy of our then-current Disclosure Document (including our then-current Franchise Agreement), and promptly upon receiving it you must acknowledge having received it.

(c) No sooner than fourteen (14) days but no more than twenty (20) days after you receive our then-current Disclosure Document (including our then-current Franchise Agreement), you must, by written notice, notify us as to whether or not you elect to execute our then-current form of Franchise Agreement.

(d) Promptly upon receipt of your notice of your election to execute our then-current Franchise Agreement, we will deliver to you three (3) copies of said Franchise Agreement. Promptly upon receipt thereof you shall execute three (3) copies of said Franchise Agreement and return the same to us.

(e) If you fail to perform any of the acts or fail to deliver any of the notices required pursuant to the provisions of subsections (a), (b), (c) or (d) of this Section 4.4.2 in a timely fashion, your failure will be deemed an election by you not to obtain a renewal franchise, and your renewal right will expire without further notice or action by us.

(f) When you provide us with notice that you would like to renew this Agreement for a Renewal Term, we will re-evaluate your then-current Protected Territory to determine whether there have been any shifts in demographics that would warrant modifying your Protected Territory. Such demographic shifts include, but are not limited to, changes in population. Our intent in doing such re-evaluation of your Protected Territory is to make the target demographics of your Protected Territory upon renewal similar to the target demographics of your then-current Protected Territory. You understand and acknowledge that although we will use our best efforts to ensure that the demographics included in your renewal Protected Territory are similar to the then-current Protected Territory, (a) your total Protected Territory size upon renewal may be smaller or larger than the then-current Protected Territory; (b) we cannot guaranty that your renewal Protected Territory will provide you with the same or similar results as

with the then-current Protected Territory; and (c) we make no guaranty that the demographics included in your renewal Protected Territory will earn you any particular level of success.

4.5 Notice Requirement

If applicable law requires that we give notice of expiration to you prior to the expiration of the Term, this Agreement shall be deemed to remain in effect on a month-to-month basis until we have given to you that notice of expiration so required and the applicable period required to pass before the notice becomes effective shall have expired.

ARTICLE 5: OUR DUTIES

5.1 Confidential Operations Manual

5.1.1 We will, in conformity with the terms and conditions of this Agreement, provide to you with access to our Confidential Operations Manual (the "Manual") via the intranet website that we have established. Use of any part or all of the Manual shall be only as permitted under this Agreement and during the Term.

5.1.2 You acknowledge that we have developed, or we may in the future develop a restricted intranet website for the convenience of us, our franchisees and other parties we designate. You further acknowledge that we may post the Manual and other communications on this intranet or another website to which you will have access. You agree to periodically monitor the site for any updates to the Manual or other standards, specifications and procedures. Any passwords or other digital identifications necessary to access the Manual on such a site will be deemed to be part of the Confidential Information. Further, you agree that you will establish the channels of communication with us and your customers as required by us from time to time, including email, internet and other electronic forms of communication, and that you will acquire and maintain any computer or other components necessary for the transmission of such communications. Further, you agree that you will actively and regularly monitor these communication channels and communications from us every twenty-four (24) hours. We may establish policies and procedures for the extranet's use that will be outlined in the Manual. You acknowledge that, as administrator of the extranet, we can access and view any communication that any person posts on the extranet. You further acknowledge that the extranet facility and all communications that are posted to it will become our property, free of any claims of privacy or privilege that you or any other person may assert.

5.2 Additional Materials

In addition to any other training offered to you, we may from time to time furnish to you other documents and things comprising Copyrights or Know How, including instructions, data, materials, forms or other information developed by us in connection with the operation of the System. We have the right to incorporate such matters in our Manual and you shall be required to conduct the operations of the Franchised Business in accordance with them.

5.3 Initial Training

With respect to new franchisees (and not renewal franchisees), within thirty (30) days after the execution of this Agreement, we will offer and you must complete our initial training program (the "Training Program") at our headquarters or at such other location(s) as we will designate. Such training program will include training regarding operational, management and marketing training pertaining to the System. The Training Program will be offered to you and one (1) additional employee, for a maximum of two (2) trainees. If you are a corporation, a limited liability company or a partnership, your duty to complete the Training Program shall be discharged by the completion of such Training Program by any shareholder owning at least fifty (50%) percent of the issued and outstanding shares of said corporation, or the chief

executive officer thereof, or, in the case of a limited liability company, by any holder of at least fifty percent (50%) of the membership interests, or, in the case of a partnership, by any holder of at least fifty (50%) percent of the partnership's equity. If you request that we provide our Training Program to additional employees, either before your Business opens or while it is operating, you must pay our then-current training fee as well as the trainees' expenses, as described below.

5.3.1 We will pay no compensation for any services performed by you in the course of training. You shall pay all reasonable expenses incurred by you and your trainee(s) in connection with and during such training, including, but not limited to, transportation, meals, lodging, applicable wages and other expenses.

5.3.2 We reserve the right to determine the subject matter and content of our Training Program. Our Training Program includes FAST Start Pre-Training Modules, Business Start-Up Webinars, and on-site interactive training.

5.3.3 We will provide such additional advisory assistance and training as we deem advisable in the operation of the System, on such terms and conditions as we determine and as set forth in our Manual or otherwise. We may, in our sole and exclusive discretion, cause our representatives to telephone or visit you from time to time for the purpose of rendering advice and consultation with respect to the operation of the Franchised Business, assessing your overall performance and determining whether you are conducting the Franchised Business in compliance with the standards of the System. You shall comply with all such requests and visitations, and provide all information requested.

5.3.4 We reserve the right to elect or decline to train any number of individuals representing any number of franchises, individually or at the same time.

5.3.5 In the event of a valid and complete assignment of the Franchised Business by you to a third party (as provided for later), we will train such third party in the same manner and under the same circumstances as those described above, except that the new franchisee must pay to us our then-current training fee for each individual required or designated to be trained (in addition to any fees or other requirements attendant to the assignment).

5.3.6 We may waive the training requirements of any personnel if we determine, in our sole discretion, that such personnel have the skill, experience and/or training necessary to operate in accordance with the System.

5.3.7 If you request that we provide additional on-site training or assistance, you shall pay our then-current per diem fee for each trainer/representative we send to provide the training or assistance, and you must reimburse the costs our personnel incur, including, but not limited to, travel, lodging and meals.

5.3.8 If we determine that any one (1) of your managers is not qualified to act as your manager, we reserve the right to require you to replace that manager and send the replacement manager to our Training Program. You must pay our then-current training fee for any replacement manager(s), and you must pay your manager's costs while attending the Training Program, as described in Section 5.3.1 above.

5.4 Compliance with Manual

In order to maintain uniformity of concept and quality, all proprietary materials and forms used by you shall be purchased from us, our affiliates or other suppliers we designate in accordance with the terms and procedures set forth in the Manual. The use or sale of unapproved products or services will be a material

and incurable breach of this Agreement. We will, at all times during the term of this Agreement, provide information pertaining to sources of supply of any products or materials which may be used in the System.

5.5 Force Majeure

Delays in the performance by us or our designee of any obligations in this Agreement which are not our fault of or within our reasonable control including, without limitation, fire, flood, natural disasters, acts of God, governmental acts or orders, or civil disorders, shall not give rise to a default by us in this Agreement. Rather, you will be required to extend the time of performance of any such obligations for the period of such delay or for such other reasonable period of time as may be appropriate in the circumstances. Force majeure shall not include your lack of financing.

5.6 Conferences, Meetings, Seminars

We may offer annual conferences, meetings, or seminars to our franchisees. We may require you and/or your manager to attend a conference, meeting, or seminar. If attendance at the conference is mandatory, we will charge a fee for attending the conference which you shall pay to us regardless of whether you attend the conference. You must also pay for all of your attendees' expenses while attending the conference, including travel, lodging, meals and wages.

ARTICLE 6: CONFIDENTIAL OPERATIONS MANUAL

6.1 Conduct of Franchised Business

In order to protect our reputation and goodwill, as well as the System and Proprietary Properties, and in order to maintain requisite operating standards under the Marks, you must conduct your Franchised Business in strict accordance with the provisions, standards, and procedures set forth in this Agreement and in the Manual.

6.2 Confidential Information

You must at all times treat the Manual, any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained in this Agreement as Confidential Information and Know How, and must use all efforts to maintain such information as secret and confidential in accordance with the terms and conditions governing Know How and Copyrights, including, without limitation, the following: you must not, at any time, without our prior written consent, copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person. The persons who are authorized will include your management personnel who have executed the Employee Non-competition and Non-disclosure Agreement, annexed hereto as Attachment 5.

6.3 Our Sole Property

The Manual will always be our sole property and must be returned to us immediately upon expiration or termination of this Agreement.

6.4 Revisions

We may, from time to time, revise the contents of the Manual when we reasonably consider such revisions to be necessary to improve or maintain the standards of the System, and you expressly agree to comply with each new or changed standard, provided, however, that such revisions are made for all franchisees and are reasonable in nature. Any revisions to the contents of the Manual are effective seven

(7) days after the date of mailing or providing same electronically of such revisions to you, unless we otherwise specify.

You acknowledge the contents of the Manual and any revisions or modifications we make to it will constitute additional provisions of and modifications to this Agreement, as if fully set forth in this Agreement.

6.5 Modification of Standards

We and you acknowledge there may be circumstances that require you to modify the implementation of the standards and guidelines set forth in the Manual. We and you recognize the Manual is an operational guideline for conducting your business operations and, although you shall use your best efforts to faithfully follow the standards and guidelines set forth in the Manual, we will be permitted to make additions to, deletions from, or revisions to the Manual ("Supplements to the Manual"), all of which will be considered a part of the Manual. Supplements to the Manual will become binding on you as if originally set forth in the Manual, upon our delivering them to you. The Manual and any Supplements to the Manual are material in that they will affect the operation of the Franchised Business, but they will not conflict with or materially alter your rights and obligations under this Agreement. We are permitted to revise the System, Marks, the various training programs offered to franchisees and their employees, and the Manual at any time, by addition, deletion or other modification to the provisions thereof, and such modification shall be made in our sole judgment. Such modifications may obligate you to invest additional capital in the Franchised Business ("Capital Modifications") and/or incur higher operating costs.

6.6 Improvements

To the extent that any improvements, inventions or discoveries are made by you, or your employees or agents, during the course of this Agreement and relating to the Proprietary Properties or System ("improvements"), such improvements will be deemed assigned to and owned by us for the purpose of improving the entirety of the franchised network and the provision of services in accordance with the System. All documents and other information concerning any such improvements shall be disclosed to us promptly after creation or invention. We will, in our sole discretion, decide whether such improvements are worthy of inclusion in the System and the best and most practical method of implementation and protection. You promise to assign to us any rights you may have or acquire in the Improvements, including the right to modify the Improvement, and waive and/or release all rights of restraint and moral rights to the Improvement. You agree to assist us in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights.

ARTICLE 7: MARKS, TRADE NAMES AND COPYRIGHTED MATERIALS

7.1 Ownership of Marks

We are the owner or the licensee of the owner of the Marks. All references herein to our right, title and interest in and to the Marks shall be deemed to include the owner's right, title and interest in and to the Marks. The license granted to you in Section 2.1 does not grant to you any right, title or interest, at law or in equity, in or to any of the Proprietary Properties, including the Marks, Copyrights, and Know How, except as provided by said license. Further, such license applies only to those portions of the Proprietary Properties which have been, or may be, designated in writing by us for use by you in conjunction with the operation of the Franchised Business. You shall not represent to others or conduct yourself in any manner that might indicate to others, that you possess any other legal or equitable rights in or to the Proprietary Properties by virtue of the limited license granted in this Agreement. Your execution of this Agreement constitutes your consent that the Marks, Copyrights and Know How are valid and enforceable (without

defense or recourse). You represent and warrant that you will not attack the validity or enforceability of any of the Proprietary Properties, or assist another in any such attack, during the course of this Agreement or later. The terms of this paragraph will survive termination or expiration of this Agreement for any reason, in addition to any of the other remedies or survival provisions otherwise contained in this Agreement.

7.2 Quality Standards

You agree that the nature and quality of all services rendered by you in connection with the Marks; all goods sold by you under the Marks; and all related advertising, promotional and other related use of the Marks by you will conform to standards set by us and be under our control.

7.3 Quality Maintenance

You agree to cooperate with us in facilitating our control of the nature and quality of our Marks, to permit reasonable inspection of your operation, and to supply us with specimens of all uses of the Marks upon request. You shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of services and goods which may be covered by this Agreement.

7.4 No Act in Derogation

You shall not do or permit any act in derogation of any of our rights to the Proprietary Properties.

7.5 No Dispute

You shall not contest or dispute our title to any part or all of the Proprietary Properties.

7.6 Use of Proprietary Properties

You shall use the Proprietary Properties solely in accordance with this Agreement and the Manual.

You agree to use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by us, and not to use any other service marks or trademark in combination with any of the Marks without our prior written approval.

7.7 Trade Name; Doing Business As

You shall not use the Proprietary Properties, or any words, phrases, symbols, trade dress, colors, logos or materials which we deem confusingly similar thereto, in your trade name, corporate name or other legal name or identification (or for any other purpose) without our prior written approval. In that connection, you must identify yourself to the public as doing business as “Home Matters Caregiving” in the form and using such language as we may designate.

During the term of this Agreement and any renewal or extension hereof, you shall identify yourself as an independent owner of the Franchised Business in conjunction with any use of the Marks, including, but not limited to, on invoices, order forms, receipts, business stationery, contracts with all third parties or entities, as well as the display of such notices in such content and form and at such conspicuous locations as we may designate in writing. The identification shall be in the form which states your name, followed by the words “Independently Owned & Operated” or “Independently Owned & Operated Franchise”, or such other identification as shall be approved by us.

7.8 Assignment of Numbers and Listings

Franchisee shall execute such forms and documents included in Attachment 3 to appoint Franchisor its true and lawful attorney-in-fact, with full power and authority, for the sole purpose of assigning to

Franchisor, Franchisee's telephone numbers, listings, and passwords and administrator rights for all email and social media accounts used or created by Franchisee. Upon the expiration or termination of this Agreement, Franchisor may exercise its authority, pursuant to such documents, to obtain any and all of Franchisee's rights to the telephone numbers of the Franchised Business and all related telephone directory listings and other business listings, and all Internet listings, domain names, Internet advertising, websites, listings with search engines, electronic mail addresses, social media, or any other similar listing or usages related to the Franchised Business.

7.9 Our Right to Defend

If you receive notice of or learns of any actual or potential claim, suit or demand that has been or may be asserted against you or us involving any alleged infringement, unfair competition, or similar matter relating to the use of the Proprietary Properties, you must promptly notify us of any such actual or potential claim, suit or demand. Thereupon, we will promptly take such action as we may deem necessary in our sole discretion to address any such claim. We have the sole right to defend compromise or settle any such claim, using attorneys of our own choosing, and you agree to cooperate fully with us in connection with the defense of any such claim. We will protect, defend and indemnify you in connection with such claim unless the claim, suit or demand arises out of or relates to your use of the Proprietary Properties in violation of this Agreement, the Manual or otherwise.

7.10 Notification of Infringement

If you learn of any unauthorized use of the Proprietary Properties, you must promptly notify us of the facts relating to such alleged infringing use. We will, in our discretion, determine whether or not to take any action with respect to such information. You will have no right to take any action with respect to any unauthorized use of the Proprietary Properties without our prior written consent.

You agree to notify us of any unauthorized use of the Marks by others promptly as it comes to your attention. We will have the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.

7.11 Limited License; Modification of Proprietary Properties

You understand and agree that the limited license to use the Proprietary Properties granted hereby applies only to such properties as are designated by us, together with those which may later be designated by us in writing. You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of the Proprietary Properties by virtue of the limited license granted in this Agreement, or by virtue of your use or creation of any of the Proprietary Properties, or upon any other basis.

If it becomes advisable at any time, in our discretion, to modify or discontinue use of any aspect of the Proprietary Properties and/or to adopt or use one or more additional or substitute items, then you shall be obligated to comply with any such instruction by us. You waive any claim arising from or relating to any change, modification or substitution to the Proprietary Properties. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any such addition, modification, substitution or discontinuation. You covenant not to commence or join in any litigation or other proceeding against us for any of these expenses, losses or damages.

ARTICLE 8: PAYMENTS TO US

8.1 Initial Franchise Fee

8.1.1 Upon execution of this Agreement and to initiate the franchise rights conveyed in this Agreement, you shall pay to us an initial franchise fee in the amount of Fifty-Two Thousand Dollars ($52,000), which will cover a Protected Territory containing up to two hundred thousand (200,000) people (the "Initial Franchise Fee"). If you wish to purchase a larger territory, in our sole discretion, the initial franchise fee will increase by ten cents ($0.10) per each additional person over two hundred thousand (200,000) people. If you choose to purchase the additional territory during the term of this Agreement, you must be in full compliance with this Agreement, the area must be available for purchase, and the area must be contiguous to the original Protected Territory.

8.1.2 If this Agreement is for your second (2nd) or later Franchised Business and the area you are purchasing is not contiguous to your original Protected Territory, the Initial Franchise Fee payable hereunder is Twenty-Six Thousand Dollars ($26,000). If you are a qualified United States veteran who was honorably discharged, the Initial Franchise Fee for your first Franchised Business only will be discounted by ten percent (10%). **The Initial Franchise Fee shall be paid in a lump sum upon execution of this Agreement, is not refundable in whole or in part, and is fully earned when you execute this Agreement.**

8.1.3 If this Agreement is for your first (1st) Franchised Business owned and operated by you pursuant to your Area Representative Agreement, you shall not be required to pay us an Initial Franchise Fee.

8.1.4 Notwithstanding the foregoing, if this Agreement is being executed for a Business that is being developed pursuant to the terms of a Multi-Unit Development Agreement between us and you (as the Multi-Unit Developer), then the initial franchise fee payable for each Franchised Business is waived upon your payment of the required Development Fee. The Development Fee payable pursuant to this Section 8.1.4 is fully earned upon receipt and is not refundable under any circumstances. If you wish to expand your Development Area under the Multi-Unit Development Agreement, and if we agree, you shall pay to us an additional fee of Twenty-Five Cents ($0.25) for each additional person.

8.2 Continuing Royalty Fee; Definition of "Gross Revenue"

In addition to the Initial Franchise Fee, you must pay to us a monthly Continuing Royalty Fee equal to six percent (6%) of the Gross Revenue generated, billed but not collected, earned, derived and/or received by the Franchised Business ("Continuing Royalty Fee") for the prior month's operations. The Continuing Royalty Fee is payable on the fifth (5th) day of each month by electronic funds transfer or other method we designate. If the fifth (5th) day of any month is not a business day, then payment is due on the next business day.

The term "Gross Revenue" means the total of all billed or billable revenue derived from services performed by your Business, whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property, or other means of exchange. Gross Revenue excludes only sales tax receipts that you must by law collect from customers and that you actually pay to the government, promotional or discount coupons to the extent that you realize no revenue, and employee receipt of services, if free, or any portion not paid for by an employee.

8.3 Brand Development Fee

In addition to the Royalty Fee, you agree to pay to us a brand development fee ("Brand Development Fee") payable to our Brand Development Fund (described in Section 11.7) in an amount equal

to one percent (1%) of Gross Revenue. The Brand Development Fee shall be payable at the same time and in the same manner as the Continuing Royalty Fee.

We may periodically receive allowances, rebates or other payments from approved suppliers based on purchases from such suppliers by our franchisees, and we may elect to contribute such allowances, rebates or other payments to the Brand Development Fund. You understand and acknowledge, however, that any such contribution of these amounts by us to the Brand Development Fund does not in any manner diminish or eliminate your obligation to pay the Brand Development Fee.

8.4 Commencement of the Business

Your obligation to pay the Continuing Royalty Fee begins when your Franchised Business commences operation (the "Commencement Date"). We will begin collection of the Continuing Royalty Fee during your second (2nd) month of operation.

8.5 Prompt Payment

You agree to pay promptly, when due, all taxes and assessments that may be assessed or otherwise due against your income, premises, equipment and/or supplies used in connection with your business, to discharge all liens and encumbrances of every kind and character created or placed upon or against any of said property and to pay all accounts and other indebtedness of every kind incurred by you in the conduct of said business. In the event you should default in making any such payment, we will be authorized, but not required, to pay the same on your behalf, and you covenant promptly to reimburse us for any such payment. We will also maintain the right of set off to permit deductions of any such amounts from payments that may be due you in this Agreement. Any such amounts advanced by us shall be due and payable immediately on your receipt of written demand from us.

8.6 Default

Any default by you in the timely payment of any indebtedness of yours owing to us, or to any affiliate of ours, or your default in the payment of any indebtedness with respect to which we or any of our affiliates is a guarantor, co-signer, endorser or obligor, shall constitute a breach of this Agreement, rendering the same subject to termination in accordance with the provisions of Article 17 hereof.

8.7 Application of Funds; Our Right of Set Off

You waive any and all existing and future claims and set offs against any amounts due us in this Agreement, which amounts shall be paid when due regardless of any other claims which you may have against us. However, we will be entitled to apply or cause to be applied against amounts due to us any amounts which may from time to time be held by us on your behalf or be owed to you by us. Notwithstanding any designation by you, we will use sound business judgment and be reasonable in applying any payments received from you, whether designated as payable to us, our affiliates or otherwise, to any past due or other indebtedness of yours for fees, purchases, interest or otherwise. We may set off from any amounts that may be owed to you any amount that you owe to us or with respect to any payment. You agree that you will not withhold any amounts otherwise due us as a result of any dispute of any nature but will pay such amounts to us and only later seek reimbursement.

8.8 Interest on Late Payments

All amounts which you owe us (including Continuing Royalty Fees and Brand Development Fees), if not paid within three (3) business days after the due date, will bear interest beginning after their original due date at one percent (1%) per month or the highest commercial contract interest rate the law allows, whichever is less. We use an automatic debit program for the Business and may debit your account automatically for these amounts. You acknowledge that this Section 8.8 is not our agreement to accept any

payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Business. You further acknowledge that your failure to pay all amounts that you owe us when due constitutes grounds for our terminating this Agreement under Article 17, notwithstanding this Section.

8.9 Method of Payment - Electronic Funds Transfer

At our request, you must sign and deliver to us the documents we require to authorize us to debit your business operating account automatically for the Continuing Royalty Fee, Brand Development Fee and other amounts due under this Agreement or any related agreement between us (or our affiliates) and you. We use an automatic debit program for the Home Matters Caregiving Business, and we will debit your account for these amounts on the applicable dates. You agree to make the funds available for withdrawal by electronic transfer before each due date.

8.10 Technology-Software Fee

You must have access to and use of our intranet services and you must pay to us each month the then-current ongoing technology-software fee. Our intranet includes a library of documents, databases, e-learning tools, webinars and videos, and financial reporting tools. You shall commence payment of this fee sixty (60) days after signing this Agreement.

8.11 Internal Systems Fee

Franchisor reserves the right to impose an internal systems fee upon Franchisee, in an amount that Franchisor reasonably determines, for the development, adoption and/or use of new or improved internal systems technology for the benefit of the System and Franchised Business, including but not limited to, assigned phone numbers and email addresses required for use in the Franchised Business, a franchise portal, benchmarking platform or other operations or communications systems ("Internal Systems Fee"). Currently covering Search Engine Optimization (SEO), Social Media and Blog Marketing, and Hubspot CRM Software. In Franchisor's sole discretion, Franchisor may (i) increase the amount of the internal systems fees or (ii) replace the technology with different technology, developed by Franchisor or a third-party, and Franchisee shall pay the then-current fees for the replacement technology and for continuous access thereto. Franchisee shall pay the Internal Systems Fee in the manner and frequency as reasonably determined by Franchisor

ARTICLE 9: <u>YOUR OBLIGATIONS</u>

9.1 Your Obligations

Each component of the System is vital to us, to the network of other franchisees of the System and to the operation of the Franchised Business, as well as to the members of the public who have come to rely upon us and our franchise network for reliability and promptness. Compliance with each such component is of the essence to this Agreement. Hence, you undertake to conduct the Franchised Business at all times in full compliance with the System and each of its components. We may, from time to time, conduct market research and testing to determine consumer trends and salability of new products and services. You must cooperate by participating in our market research programs, test marketing new products and related services and providing timely reports and other relevant information regarding marketing research. In connection with such test marketing, you must purchase a reasonable quantity of products to be tested and effectively promote and make a reasonable effort to sell such products and related services.

9.1.1 You shall operate the Franchised Business in an efficient and professional manner in accordance with the highest ethical and moral standards. You shall, as well, comply with all

recommendations and standards of quality and service prescribed from time to time by us in the Manual or otherwise.

9.1.2 You shall be required to operate from your home or from a small office space for which we have provided our consent, and all service calls will originate from your accepted location set forth in this Agreement.

9.2 Development of Business

You must equip the Franchised Business and complete your training (as required by Section 5.3 of this Agreement) so that the Commencement Date is no later than ninety (90) days after you sign this Agreement. If you do not open your business within the required timeframe, we may terminate this Agreement and keep all of the money you paid us. You may not open your Franchised Business for business until: (1) we determine that your Franchised Business has been equipped and stocked with materials and supplies in accordance with plans and specifications we have approved; (2) the Training Program we provided has been completed to our satisfaction by all required persons; (3) the Initial Franchise Fee and all other amounts due to us have been paid; (4) you have furnished us with all certificates of insurance required by Article 10; (5) you have obtained all necessary governmental permits, licenses and authorizations for the operation of your Franchised Business; (6) you are in full compliance with all the terms of this Agreement; and (7) all items in our opening checklist have been complied with to our satisfaction. If you fail to obtain the required governmental licenses and permits within forty-five (45) days of signing this Agreement, you shall be required to work with an approved third-party consultant who specializes in obtaining and maintaining the applicable licenses and permits at your expense.

9.3 Compliance with Laws and Good Business Practices

You must secure and maintain in force in your name all required licenses, permits and certificates relating to the operation of your Business. You must operate your Franchised Business in full compliance with all applicable laws, ordinances and regulations, including without limitation all government regulations relating to environmental protection, occupational hazards and health, worker's compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales taxes. You must, in all dealings with your customers, suppliers, us and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Marks and other Home Matters Caregiving Businesses. You and your employees must wear any uniforms that we require, in the best interests of the System, to have all of our franchisees and their employees wear. Failure to wear such designated uniforms must cause us to provide you notice of violations of our systems and procedures and which could, in turn, lead to a notice of termination of this Agreement.

You and your principals agree to comply, and to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your principals certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your principals otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your principals, or any blocking of your or your principals' assets under the Anti-Terrorism Laws, will be good cause for immediate termination of this Agreement, as provided in Section 17.2 below.

9.4 Supervision of Franchised Business

You or your manager, who has completed the Training Program to our satisfaction and who has been approved by us, shall personally and directly operate and exercise daily supervision over the operation of the Franchised Business. You understand and acknowledge that even if you have a manager operate and exercise daily supervision over the operation of the Franchised Business, you shall nevertheless remain responsible for ensuring that the Franchised Business is operated according to our requirements and System standards, as well as our Manual and the terms of this Agreement.

9.5 Acknowledgments

You acknowledge that you are one of a number of franchisees, each of whose success depends in substantial part on the integrity, reputation and marketing efforts of each other franchisee. You further acknowledge that the value of the Marks and of membership in the System to you, to us and to each other franchisee depends on the maintenance of uniform standards of quality, integrity and appearance. You further acknowledge that any action which impairs the reputation and goodwill of the Marks, impairs or adversely affects our objectives or brings us into disrepute, or departs from the uniform practices specified by us, will be likely to injure all members of the System.

9.6 Our Directives

You agree that you will at all times adopt and follow all our directives concerning the appearance of your Premises, the quality and appearance of goods and services offered, the appearance of you and your staff, other business practices and other matters likely to affect the public perception of the System as a unified and reliable network of companies. You will offer all of, and only, the goods and services which we authorize.

9.7 Variances

Complete and detailed uniformity under many varying conditions may not be possible or practicable, and we therefore reserve the right and privilege, at our sole and absolute discretion and as we may deem in the best interest of all concerned in any specific instance, to vary standards to accommodate special needs of you, or those of any other franchisee, based upon the peculiarities of a particular site or location, density of population, business potential, population of trade area, existing business practices, requirements of local law or local custom, or any other condition which we deem to be of importance to the successful operation of such franchisee's business. Further, we may from time to time allow certain franchisees to depart from normal System standards and routines in certain respects in order to experiment with or test new products or services, equipment, designs, procedures and the like. In no event shall such variance, or such testing, be deemed a waiver of any of our rights, or an excuse from performance of any of your duties in this Agreement. We may at any time require you to commence full compliance with all of our standards and procedures. We will not under any circumstances be required to grant any variance to you. Nothing contained in this Article is intended to confer on you any right to compel us to grant a variance to you or to grant, withdraw or modify any variance given to any other franchisee. Such matters shall at all times remain within our sole and absolute discretion.

9.8 Former Franchisees

You acknowledge that former franchisees (those whose franchise agreements have expired or have been terminated) are in a position to compete unfairly with us, you and/or other members of the System, and to cause great injury to the reputation of the System and/or the Marks. You therefore agree as follows:

9.8.1 You will not sell, loan, give or otherwise transfer or deliver to any former franchisee, or allow any former franchisee to copy or otherwise obtain, any confidential business information about the System; any advertising or promotional materials produced by the Fund or by us or

which bear any of the Marks; any other of our materials or publications, including, without limitation, the Manual; any directory or roster of franchisees or approved suppliers, any other customer lists or mailing lists pertaining in any way to the System; or any other information about the Home Matters Caregiving Business or the System which is not available to the public.

9.8.2 You will not refer prospective customers to any former franchisee.

9.8.3 You will not notify or advise any former franchisee of, or in any other way assist any former franchisee in learning about, the date, time and place of any meetings of franchisees.

9.8.4 If you observe any former franchisee using any of the Marks in any way, or utilizing business premises or motor vehicles from which the Marks and/or distinctive color scheme have not been completely obliterated, you shall immediately report such observation to us, along with all details available to you.

9.8.5 You will not have any dealings with a former franchisee which you, under this Agreement, could not have with a person who has never been a Home Matters Caregiving franchisee.

9.8.6 The provisions of this Section 9.8 shall apply to you as soon as you are on notice of the expiration or termination of another franchise agreement.

9.9 Computer Hardware/Software

You (at your sole cost and expense) shall install and maintain all computer hardware, software, applications and accounts we require for the operation of the Franchised Business and shall follow the procedures related thereto that we specify in the Manual or otherwise in writing. You understand and acknowledge that the provider of our selected software may, at any time and in their discretion, increase or decrease the fees you are required to pay to them and that such changes in pricing are outside of our control. You shall allow for unrestricted access to the software by us.

9.10 Authorized Products and Services

Our reputation and goodwill are based upon and can be maintained and enhanced only by the use of, high quality Products and Services and other related products and services. You agree, therefore, that you will only offer such Products and Services and other products and services that we will authorize for the Home Matters Caregiving Business, including but not limited to any newly developed proprietary products or equipment by us. You further agree that you will not sell your Home Matters Caregiving customer list(s) or customer contracts, or otherwise use your Home Matters Caregiving customer list(s) for any purpose other than in connection with the operation of your Franchised Business. You agree that you will not, without our prior written approval, offer or sell any type of service or offer, sell or use any product that is not authorized by us for the Franchised Business. You further agree that any equipment used in Franchised Businesses shall not be used for any purpose other than the operation of your Franchised Business in compliance with this Agreement.

9.11 Approved Products and Supplies

You agree that all products and supplies used in your Franchised Business shall comply with our specifications and quality standards. We will provide you with a list of approved products and supplies and shall from time-to-time issue revisions to it. If you wish to use any type or brand of product or supply item or wish to purchase products or supplies from a supplier that is not currently approved by us, you shall request from us approval of the proposed product, supply or supplier, and submit to us specifications, photographs, samples and/or other information requested by us. We will, within a reasonable time, determine whether such products, supplies or such supplier meets our specifications and standards and

notify you whether you are authorized to use such product or supply item or purchase from such supplier. We may, in our discretion, assess a fee for the review of a proposed product or supplier, not to exceed One Thousand Dollars ($1,000).

You understand and acknowledge that we may periodically receive payments from approved suppliers, such as in the form of rebates, based on such approved suppliers' sales of products and services to our franchisees. We reserve the right to direct that any supplier rebates, refunds, advertising allowances or other consideration payable or paid as a result of your purchases of non-proprietary goods, services or equipment be paid to us or any affiliate that we may designate. If we do so, then you hereby acknowledge that you will not assert any interest in such monies.

9.12 Employees

You are required to meet our minimum standards for the selection of employees and independent contractors as set forth in the Manual. However, in no case shall we be considered an employer of your employees.

9.13 Employee Training

You shall offer such continuing training programs to your personnel as are specified in the Manual using the training supplier we designate. Such continuing training programs for your personnel shall be at your sole cost. You understand and acknowledge that our approved supplier may, at any time and in its discretion, increase or decrease the fees you are required to pay to them and that such changes in pricing are outside of our control.

9.14 Advertising

You shall comply with all of the obligations regarding advertising as are set forth in Article 11 of this Agreement.

9.15 Hours of Operation

You shall operate your Franchised Business during those hours as may be prescribed in the Manual, subject to applicable law.

9.16 Inspection

We or any of our authorized agents or representatives may, upon reasonable notice, inspect the Franchised Business during normal business hours to determine whether it is in compliance with this Agreement and with the System. You understand and consent to our ability to access all files, data, accounts, reports and the like resulting from your transmission of any required reports to us via computer.

9.17 Reports

You shall submit to us such reports regarding the Franchised Business as we reasonably request or as we prescribe in the Manual.

9.18 Good Faith

You shall act in good faith and use your best efforts to comply with your obligations under this Agreement and shall cooperate with us in accomplishing the purposes of this Agreement. Further, you shall not directly or indirectly engage in any activities which would be detrimental to or interfere with the operation or reputation of the Franchised Business, us, the System, or the operations of any other franchisee.

9.19 Ethics

You agree to conduct your Business in a manner that complies with the terms and intent of this Agreement; with national, state and local laws, regulations and ordinances; and with our Code of Ethics (if and when adopted and published by us). You hereby authorize any federal, local or state body regulating or supervising businesses similar to the Franchised Business to release to us information related to complaints and to any disciplinary actions taken based upon your practices. You agree to notify us within five (5) business days of any such complaints or disciplinary actions. You also agree to maintain all permits, certificates and licenses (necessary for your franchise operation) in good standing and in accordance with applicable laws and regulations.

9.20 Guaranty

If any Franchisee Principal is a married individual and the Principal's spouse has not executed this Agreement, such Principal shall cause his or her spouse to personally execute and bind himself or herself to the terms of a Guaranty, in the form attached as Attachment 4 hereof.

9.21 Minimum Performance Requirements

In order to maintain your rights under this Agreement, you must meet certain minimum annual Gross Revenue requirements as follows:

By the end of year:	Minimum Annual Gross Revenue
1	$100,000
2	$220,000
3	$500,000
4	$750,000
5 (and each year thereafter)	$1,000,000

If you fail to achieve and/or maintain these minimums, you will be in default of this Agreement and you will receive a default notice from us. If you fail to achieve and/or maintain these minimums a second (2^{nd}) time during the term of this Agreement or any renewal term thereof, we reserve the right to reduce or eliminate the size of your Protected Territory, or we may terminate this Agreement upon notice to you, without providing you the opportunity to cure the default. Nothing in this Section 9.21 is intended to be construed as a representation of actual or potential financial performance of your Franchised Business, or a guarantee, warranty, or other representation of success or that you will achieve any particular level of revenue.

ARTICLE 10: INSURANCE

10.1 Within sixty (60) days following the execution of this Agreement, you must obtain the following insurance coverage under policies of insurance issued by the insurance carrier(s) that we designate or, if we do not designate a specific insurance carrier, by carriers having an A.M. Best rating of "A" or better: (1) comprehensive general and professional liability insurance coverages including Errors and Omissions coverage; (2) Workers' Compensation or other employer's liability insurance as well as any other insurance as may be required by statute or rule in the state in which your Franchised Business is located; (3) a surety bond; (4) Umbrella for Employment Practices Liability Insurance; and (5) automobile liability coverage, including coverage of owned, non-owned and hired vehicles. If you lease a space for your 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 this Agreement and any renewals

thereof. 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 so request, our directors, employees or shareholders) as additional insureds and must provide us with thirty (30) days' advance written notice of any material modification, cancellation, or expiration of the policy.

10.2 After you obtain insurance coverage initially and then before the expiration of the term of each insurance policy, you must furnish us with a Certificate of Insurance for each policy to be maintained for the upcoming term, along with evidence of the payment of the premium for each. If you do not maintain the required insurance coverage, or do not furnish us with satisfactory evidence of the required insurance coverage and the payment of the premiums for same, we may obtain, at our option and in addition to our other rights and remedies under this Agreement, any required insurance coverage on your behalf. If we do that, you agree to fully cooperate with us in our effort to obtain the insurance policies, promptly execute all forms or instruments required to obtain or maintain the insurance, allow any inspections of the Franchised Business which are required to obtain or maintain the insurance and pay to us, on demand, any costs and premiums we incur.

10.3 Your obligation to maintain insurance coverage, as described in this Agreement, will not be reduced in any manner by reason of any separate insurance we maintain on our own behalf, nor will our maintenance of that insurance relieve you of any obligations under this Article 10.

10.4 If you fail or refuse to purchase or maintain the prescribed insurance coverage, or to comply with any other requirement set forth in this Article 10, we will have the right, without waiver of any other remedies, to secure such insurance on your behalf, at your expense, through agents and insurance companies of our choosing, and to take all other action necessary to protect our interests in this Agreement, or in the alternative, we will have the right to terminate this Franchise Agreement.

ARTICLE 11: ADVERTISING

11.1 Participation in Advertising and Brand Development Programs

We may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all Businesses operating under the System. You shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by us for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by us shall be final and binding upon you.

We may, from time to time, incorporate into the System programs, products or services which we either develop or otherwise obtain rights to, which are offered and sold under names, trademarks and/or service marks other than the Marks and which your Franchised Business, along with other Businesses, will be required to offer and sell. This activity, referred to as "cobranding", may involve changes to the Marks and may require you to make modifications to your premises and the furniture, fixtures, equipment, signs and trade dress of your Franchised Business. If you receive written notice that we are instituting a cobranding program, you agree promptly to implement that program at your Franchised Business at the earliest commercially reasonable time and to execute any and all instruments required to do so. Under no circumstance will any cobranding program increase your Continuing Royalty Fees, Brand Development Fee or local and web-based advertising expenditure obligations under this Agreement.

11.2 Our Approval of Materials

You shall use for your advertising and promotional activities only those materials, concepts and programs which have been furnished or approved in advance by us by specification in the Manual or otherwise. For any materials that we have not approved or that have not been approved within the immediately preceding twelve (12) month period, you must submit these materials to us for our review. We will have fifteen (15) days after receipt of the proposed advertising and promotional materials to notify you whether they have been accepted. Unless we provide our specific approval of the proposed materials, they are deemed not approved. Any advertising materials you submit to us for our review will become our property, and we may use or distribute these materials in any manner we deem appropriate, without compensation to you.

11.3 Website

At our option, we may establish one or more websites to advertise, market and promote Home Matters Caregiving Businesses, the services they offer and sell, and/or the Home Matters Caregiving Business franchise opportunity. You must not maintain a website or otherwise maintain a presence or advertise on the internet or any other public computer network in connection with the Franchised Business without our prior written consent. We will establish your internet domain name and website, which will be a website separate from our website with a distinct domain name. We will have the sole authority to establish such domain name and website, and you agree to assist us in customizing your website for your Protected Territory. We will, at all times during the term of this Agreement, own your website and domain name, and we reserve the right to suspend your website if it includes any unapproved or objectionable content.

Any websites or other modes of electronic commerce that we establish or maintain, including but not limited to any mobile applications ("apps") that we may introduce, may – in addition to advertising and promoting the products, programs or services available from Home Matters Caregiving – also be devoted in part to offering Home Matters Caregiving franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

11.4 Internet Pages

You acknowledge that the proper conduct of all promotion programs is not only necessary to the success of the Franchised Business but is also likely to affect the goodwill and reputation of us, the Marks, and that of the System. You agree to place an advertisement in at least one (1) internet-based resource, and you may place additional internet advertising, provided that all advertising you propose to conduct on the internet must be pre-approved by us, as described in Section 11.2.

11.5 Local and Web-Based Advertising and Marketing

Subject to our prior written approval, you shall conduct local and web-based advertising and marketing in your Protected Territory, and you agree to spend a minimum of One Thousand Dollars ($1,000) each month for local advertising in your Protected Territory, which may include internet advertising that has been pre-approved by us. In addition to the minimum local advertising requirement described herein, you shall also conduct search engine optimization (SEO), social media and blog marketing using our approved vendor. During the first three (3) months after the Commencement Date, you must submit to us a bi-weekly advertising report, in a form we specify, showing the advertising activities, you conducted (the "Advertising Report") during the previous period. Thereafter, you must submit the Advertising Report to us once every month.

We may, in our discretion, provide advertising, promotional materials, and services to you. Materials provided may include video and audiotapes, copy-ready print advertising materials, posters,

banners and miscellaneous items. If we provide these items, you will receive one sample of each at no charge. If you want additional copies, you must pay duplication costs. We may use both outside advertising and marketing agencies and internal staff to create advertising.

11.6 Grand Opening Advertising

Subject to our prior written approval as described above, you shall develop a grand opening advertising campaign to promote the opening of your Home Matters Caregiving Business. You shall spend between Three Thousand Dollars ($3,000) and Five Thousand Dollars ($5,000) on a grand opening advertising campaign to be conducted before your Business opens and during the first three (3) months after the Commencement Date.

11.7 Brand Development Fund

We reserve the right to establish and administer a Brand Development Fund for the purpose of advertising the System on a regional or national basis (the "Fund"). You agree to contribute to the Fund a Brand Development Fee as set forth in Section 8.3 above. You agree that the Fund shall be maintained and administered by us or our designee as follows:

11.7.1 We shall direct all advertising programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. You agree and acknowledge that the Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Home Matters Caregiving Businesses operating under the System. We and our affiliates shall, with respect to Businesses operated by us or our affiliates, contribute to the Fund, but you understand and acknowledge that Businesses operated by us or our affiliates may contribute more or less to the Fund than contributed by other Businesses in the System. In administering the Fund, we and our designees undertake no obligation to make expenditures for you which are equivalent or proportionate to your contribution or to ensure that any particular franchisee benefits directly or *pro rata* from the placement of advertising.

11.7.2 You agree that the Fund may be used to satisfy any and all costs of maintaining, administering, directing and preparing advertising (including, without limitation, the cost of preparing and conducting television, radio, magazine and newspaper advertising campaigns; direct mail and outdoor billboard advertising; internet marketing; public relations activities; employing advertising agencies to assist therein; development and maintenance of our franchisee and affiliate Websites; and costs of our personnel and other departmental costs for advertising that is internally administered or prepared by us). All sums paid by you to the Fund will be accounted for separately from our general funds and may be used to defray our expenses, if any, as we may incur in activities reasonably related to the administration or direction of the Fund and advertising programs for franchisees and the System, including expenses of salary and office overhead. The Fund and its earnings shall not otherwise inure to our benefit. The Fund is operated solely as a conduit for collecting and expending the Brand Development Fees as outlined above. No portion of the Fund will be used for advertising that is primarily a solicitation of franchise sales.

11.7.3 A statement of the operations of the Fund shall be prepared annually by us and shall be made available to you upon request. This statement of operations may be unaudited.

11.7.4 Any monies remaining in the Fund at the end of any year will carry over to the next year. Although the Fund is intended to be of perpetual duration, we may terminate the Fund. The Fund shall not be terminated, however, until all monies in the Fund have been expended for advertising or promotional purposes or returned to contributing Franchised Businesses or those operated by us, without interest, on the basis of their respective contributions.

11.7.5 If we elect to terminate the Fund, we may, in our sole discretion, reinstate the Fund at any time. If we so choose to reinstate the Fund, said reinstated Fund shall be operated as described herein.

11.8 Advisory Councils

We may create one or more advisory councils made up of franchisees 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. If an advisory council is formed, it will act in an advisory capacity only and will not have decision making authority. Franchisee representatives on an advisory council may be selected by us or may be selected by other franchisees in the System. All advisory council representatives must pay the expenses they incur related to advisory council business, such as travel and living expenses to attend council meetings.

11.9 Regional Advertising

Franchisor reserves the right to establish, in Franchisor's sole discretion, a regional advertising cooperative. If a regional cooperative is established during the term of this Agreement, Franchisee agrees to sign all documents Franchisor requests to become a member of the cooperative according to the terms of the documents. If Franchisor establishes a regional cooperative, then, in addition to required Brand Development Fund Contributions, Franchisee agrees to contribute up to one-half of Franchisee's Local Advertising requirement to the cooperative; provided, however, if a vote of the cooperative members increases the required cooperative contribution, Franchisee shall contribute such increased amount.

ARTICLE 12: REPORTING AND FINANCIAL MANAGEMENT REQUIREMENTS

12.1 Record Keeping

You promise to keep true and accurate records, including those which may be specified by us from time to time, from which all sums payable under this Agreement and the dates for which they accrued may be readily determined. You shall keep such records on your business premises at all times, unless we permit them to be kept at another location. In any event, you must at all times inform us of any change in the location of your records. You shall be required to make all data and records available to us, twenty-four (24) hours per day, seven (7) days per week, via a high-speed internet connection.

12.2 Reporting Systems

You agree to utilize such reporting and financial control systems as we may direct.

12.2.1 You must maintain on forms approved or provided by us a monthly sales report and monthly profit and loss statement accurately reflecting the operations and condition of your Business.

12.2.2 You must employ such methods of filing, record-keeping, bookkeeping, accounting and reporting as we will from time to time reasonably require.

12.2.3 You must adopt and shall strictly adhere to such methods for control and protection of cash receipts (and of records pertaining thereto) as we may from time to time direct.

12.3 Reports

To enable us to verify the Continuing Royalty Fees and other payments and contributions due in this Agreement and to monitor your progress and your compliance with this Agreement, in addition to reports otherwise required under this Agreement, you shall provide to us reports in such form as we may prescribe. In addition, we will, at all times, have on-line access to your reports; you understand and

acknowledge that our right and ability to access your reports electronically does not diminish or eliminate your obligation to provide the required reports.

Reports shall be deemed timely made if personally delivered to our offices, electronically transmitted to and received by us, or postmarked by the U.S. Postal Service (with proper first-class postage prepaid) on or before the required date.

12.4 Audit

We and our authorized representatives shall have the right at all times during the business day to enter your Franchised Business or any other location where books and records relative to the Franchised Business are kept, and to inspect, copy and audit such books and records, including, without limitation, your state and federal income tax returns and state sales and use tax and personal property tax returns, and you hereby waive any privileges with regard to any tax returns. You must cooperate completely and in good faith with such audit and shall provide and explain all records requested by such auditor or necessary to provide information sought by such auditor.

12.4.1 If such audit or inspection discloses that you have underpaid any sums due us under this Agreement, you shall pay the same immediately, together with interest thereon at the rate specified in Section 8.8.

12.4.2 If the audit is conducted due to your failure to provide required reports to us, or if any such inspection or audit reveals an understatement of two percent (2%) or more of any amounts reported by you to us, then you shall (a) pay to us any underpaid amounts together with interest thereon as described in Section 8.8, and (b) you shall reimburse us for the cost of such audit. In addition to any other rights we may have, including the right of termination of this Agreement, we may conduct such further periodic audits or inspections of your books and records as we reasonably deem necessary for up to one (1) year later at your sole expense, including, without limitation, reasonable professional fees, travel, and lodging expenses directly related to the audits or inspections.

12.4.3 In the event that there is a deficiency two (2) times in any twelve (12) month period, the second deficiency will be a material default of this Agreement and we will have the right to terminate this Agreement without providing you the opportunity to cure the default.

ARTICLE 13: INDEPENDENT CONTRACTOR AND INDEMNIFICATION

13.1 Independent Parties; No Fiduciary Relationship

13.1.1 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 your Franchised Business does not directly or indirectly vest in us the power to influence the employment terms of any such employee.

13.1.2 You agree that you alone are to exercise day-to-day control over all operations, activities and elements of your Franchised 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 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.

13.1.3 We will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the business you conduct pursuant to this Agreement, whether or not caused by your negligent or willful action or failure to act, or your use of the Marks in a manner not in accordance with this Agreement. You must not employ any of the Marks in signing any contract or applying for any license or permit or in a manner that may result in us being held liable for your debts or obligations.

13.2 Independent Contractor

During the term of this Agreement, you shall hold yourself out to the public as an independent contractor conducting your Franchised Business 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 the premises established for the purposes hereunder or on any vehicle and on all letterhead, business cards, forms, and as further described in the 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 an Home Matters Caregiving Business 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.

13.3 Sole Employer of Your Employees

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 Home Matters Caregiving 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.

13.4 Indemnification by You

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 (referred to collectively as "Indemnitees") from all losses and expenses (as defined in this Agreement) 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: your infringement or any other violation of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; your violation or breach of any contract, federal, state, or local law, regulation, ruling, standard, or directive or of any industry standard; libel, slander or any other form of defamation by you; your violation or breach of any warranty, representation, agreement, or obligation in this Agreement; any acts, errors, or omissions by you or any of your agents, servants, employees, contractors, partners, proprietors, affiliates, or in any manner in connection with the Franchised Business; the inaccuracy, lack of authenticity, or non-disclosure of any information by you; any unapproved service provided by you at, from, or related to the operation at the accepted location; or any services provided by any affiliated or non-affiliated participating entity. For the purpose of this Section, the term "losses and expenses" shall be deemed to include all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, attorneys' fees, experts' fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting, or replacing same, and any and all expenses of recall, refunds, compensation, public notices, and other such amounts incurred in connection with the matters described. You agree to give us notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation. The foregoing indemnification shall not apply to losses or expenses arising from our gross negligence or willful acts.

13.4.1 At your expense and risk, we may elect to assume (but under no circumstance are obligated to undertake) the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation, provided that we will seek your advice and counsel and shall keep you informed with regard to any such proposed or contemplated settlement(s). Such an undertaking by us shall in no manner or form diminish your obligation to indemnify us and to hold us harmless.

13.4.2 All losses and expenses incurred under this Section 13.4 shall be chargeable to and paid by you pursuant to your obligations of indemnity under this Section, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity or defense.

13.4.3 Indemnitees do not assume any liability whatsoever for acts, errors, or omissions of those with whom you may contract, regardless of the purpose. You shall hold harmless and indemnify Indemnitees for all losses and expenses which may arise out of any acts, errors, or omissions of these third parties.

13.4.4 Under no circumstances shall Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against you. You agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Indemnitees from you.

13.5 Indemnification by Us

We agree at all times to defend, at our own cost, and to indemnify and hold harmless to the fullest extent permitted by law, you, your 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 (as defined in this Agreement) 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) our infringement or any other violation of any patent, trademark, or copyright or other proprietary right owned or controlled by third parties; (b) our violation or breach of any contract, federal, state, or local law, regulation, ruling, standard, or directive or of any industry standard; (c) libel, slander, or any other form of defamation by us; or (d) our violation or breach of any warranty, representation, agreement, or obligation in this Agreement. For the purpose of this Section, the term "losses and expenses" shall be deemed to include all losses, compensatory, exemplary, or punitive damages, fines, charges, costs, expenses, lost profits, attorneys' fees, experts' fees, court costs, settlement amounts, judgments, compensation for damages to your reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting, or replacing same, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described. We agree to give you notice of any such action, suit, proceeding, claim, demand, inquiry, or investigation. The foregoing indemnification shall not apply to losses or expenses arising from your gross negligence.

ARTICLE 14: CONFIDENTIAL INFORMATION

14.1 You acknowledge that you will obtain knowledge of Confidential Information and Know How that is essential to the operation of the Franchised Business, without which information you could not effectively and efficiently operate. You further acknowledge that such Confidential Information was not known to Franchisee prior to execution of this Agreement. You further acknowledge and agree that all of the Confidential Information is our sole property, represents our valuable assets, and that we have the right to use the Confidential Information in any manner we wish at any time.

14.2 You shall not, during the term of this Agreement or at any time after it ends, communicate, divulge, or use for the benefit of any other person, persons, partnership, association or corporation any Confidential Information or Know How concerning, among other things, customer identities and information, as well as the methods of operation of the Franchised Business in this Agreement which may be communicated to you, or of which you may become apprised, by virtue of your operation at the accepted location under this Agreement. You shall divulge such Confidential Information only to such of your employees or officers and directors who must have access to it in order to operate the Franchised Business. Any and all information, knowledge and Know How, including, without limitation, the materials, equipment, specifications, techniques, and other data which we designate as confidential shall be deemed confidential for purposes of this Agreement, except information which you can demonstrate came to your

attention prior to our disclosure thereof; or which, at the time of disclosure by us to you, had become a part of the public domain through publication or communication by others; or which, after disclosure to you by us, becomes a part of the public domain through publication or communication by others.

14.2 You shall require all personnel having access to any Know How or Confidential Information provided by us, or otherwise playing a role in the solicitation or provision of the services or related services to customers, to execute covenants that they will maintain the confidentiality of information they received in connection with their employment or engagement by you, in accordance with the form provided as Attachment 5 hereto. It is expressly understood that we are designated as a third-party beneficiary of such covenants with the independent right to enforce them.

14.3 You acknowledge that any actual or threatened failure to comply with the requirements of this Article 14 will cause us to suffer immediate and irreparable injury, non-compensable by the payment of mere money damages, permitting us with or without notice to seek immediate injunctive relief. You agree to pay all court costs and reasonable attorneys' fees incurred by us when we seek to obtain specific performance or an injunction against violation of the requirements of this Article 14.

ARTICLE 15: COVENANTS NOT TO COMPETE

15.1 In-Term Covenants

You specifically acknowledge that, pursuant to this Agreement, you shall receive valuable training and Confidential Information, including, without limitation, information regarding the promotional, operational, sales, and marketing methods and techniques of us and the System, and that the covenants not to compete set forth below are fair and reasonable and will not impose any undue hardship on you, since you have other considerable skills, experience, and education which afford you the opportunity to derive income from other endeavors. You covenant that during the term of this Agreement and for a period of two (2) years after it ends, except as otherwise approved in writing by us, you shall not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons, or legal entity:

15.1.1 Divert or attempt to divert any business or customer of the Franchised Business in this Agreement to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; or

15.1.2 Own, maintain, advise, help, invest in, make loans to, be employed by, engage in, or have any interest in any business specializing, in whole or in part, in the activities conducted by you, and any other type of service which you may be authorized to render in this Agreement and sell any other products and services which you may be authorized to sell in this Agreement.

15.2 Post-Term Covenants

You covenant that, except as otherwise approved in writing by us, you shall not, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, or upon transfer of this Agreement or the Franchised Business pursuant to Article 16 hereof, and continuing for two (2) years later (and, if you are in violation of this covenant, for a period of two (2) years after you stop violating it), either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, advise, help, invest in, make loans to, be employed by, engage in, or have any interest in any business specializing, in whole or in part, in the activities conducted by you or any other type of service which you may be authorized to render in this Agreement:

15.2.1 Within a radius of fifty (50) miles of your premises or accepted location; or

15.2.2 Within a radius of fifty (50) miles of the location of any business using the System and/or the Marks, whether franchised or owned by us or our subsidiary or affiliated companies.

15.3 Amendment of Covenants

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 in this Article 15 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any 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 part of this Article 15.

15.4 We May Amend Covenants

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 15.1 and 15.2 of this Agreement, or any portion thereof, without your written consent, effective immediately upon your receipt of written notice thereof. You agree that you shall comply forthwith with any covenant as so modified, which will be fully enforceable notwithstanding the provisions of this Article 15.

15.5 Existence of Claim

You expressly agree that the existence of any claim that 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 15.

15.6 Injunction

You acknowledge that any threatened or actual failure to comply with the requirements of this Article 15 would cause us to suffer immediate and irreparable injury for which no adequate remedy at law may be available, and you hereby accordingly consent to the *ex parte* entry of an injunction prohibiting any conduct by you in violation of the terms of this Article 15. We may further avail ourselves of any other legal or equitable rights and remedies which we may have under this Agreement, statute, common law or otherwise.

15.7 Additional Covenants

At our request, you shall require and obtain execution of covenants identical in scope to those set forth in this Article 15 (including covenants applicable upon the termination of a person's relationship with you) from any or all of the following persons:

15.7.1 Any key persons employed by you who have received training from us;

15.7.2 All officers, directors and holders of a beneficial interest of five (5%) percent or more of the securities or interests of you, and of any corporation directly or indirectly controlling you, if you are a corporation or limited liability company;

15.7.3 The general partners and any limited partners (including any corporation, and the officers, directors, and holders of a beneficial interest of five (5%) percent or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner), if you are a partnership; and

15.7.4 Each covenant required to be executed pursuant to this Section 15.7 shall be on a form supplied by us, including, without limitation, specific identification of us as a third-party beneficiary of such covenants with the independent right to enforce them. Your failure to obtain execution of a covenant required by this Section 15.7 shall constitute a default under Section 17.2 hereof.

ARTICLE 16: ASSIGNMENT AND RIGHT OF FIRST REFUSAL

16.1 Assignment by Us

We will have the right, without the need for your consent, to assign, transfer or sell our rights under this Agreement to any person, partnership, corporation or other legal entity provided that the transferee agrees in writing to assume all obligations undertaken by us in this Agreement and you receive a statement from both us and our transferee to that effect. Upon such assignment and assumption, we will be under no further obligation in this Agreement, except for accrued liabilities, if any. You further agree and affirm that we 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; and/or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any 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 our name, Marks (or any variation thereof) and System and/or the loss of association with or identification of Senior HealthCare Investments, LLC as Franchisor under this Agreement. You specifically waive any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing.

You agree that we have the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business, regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as "Home Matters Caregiving" facilities operating under the Marks or any other marks following our purchase, merger, acquisition or affiliation, regardless of the location of these facilities, which you acknowledge may be proximate to your location.

If we assign our rights in this Agreement, nothing in this Agreement shall be deemed to require us to remain in the business of providing non-medical in-home personal care and assisted living/residential care placement services or to offer or sell any products or related services to you.

You acknowledge that we may assign this Agreement as part of a sale, transfer or other disposition of all or part of the System to an entity or entities which engage(s) in similar or competitive businesses. You acknowledge that any such successor shall be deemed to possess, in addition to all other rights, those specific rights reserved to us in Section 3.2 hereof.

16.2 Assignment by You

Neither your interest in this Franchise Agreement nor any of your rights or privileges in this Agreement, nor the Franchised Business nor any interest in this Agreement, may be assigned, transferred, shared or divided, voluntarily or involuntarily, directly or indirectly, without our prior written consent, which shall not be unreasonably withheld, and without your first complying with Section 16.2.1 hereof. (The use of the term "assignment" in this Agreement encompasses any actual or purported assignment, sale, transfer or other arrangement having the purpose or effect of shifting ownership or control interests in the Franchised Business.) Any actual or purported assignment of this Agreement or of the Franchised Business in violation of the terms hereof shall be null and void and shall constitute an incurable breach of this

Agreement. The actual or purported transfer in the aggregate of more than fifty (50%) percent of the Franchised Business shall be deemed to be an "assignment" in this Agreement.

16.2.1 Our consent (such consent not to be unreasonably withheld) to any assignment is subject to the following conditions:

(a) The assignee must demonstrate that it has the skills, qualifications, licensing and economic resources necessary, in our judgment, to conduct the Franchised Business and to fulfill its obligations to you and to us.

(b) The assignee must expressly assume in writing all of your obligations under this Franchise Agreement.

(c) As of the date of any such assignment, you shall have fully complied with all of your obligations to us, whether under this Agreement or any other agreement, arrangement or understanding with us.

(d) The assignee must execute a new Franchise Agreement in the form and on the terms and conditions then being offered by us to franchisees (except that the assignee shall not be obligated to pay another Initial Franchise Fee). The term of such new Franchise Agreement shall expire on the expiration date of this Franchise Agreement.

(e) You shall pay us a transfer fee of Ten Thousand Dollars ($10,000), except that if you transfer the Business to an existing franchisee in the System, the Transfer Fee will be reduced to Five Thousand Dollars ($5,000).

(f) The assignee shall satisfactorily complete the training then required of all new franchisees.

(g) You shall furnish us with copies of the executed contract between you and any such assignee and all related documentation.

(h) Franchisee and the transferee and each of Franchisee's and the transferee's Principals shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's officers, directors, shareholders, members and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules and ordinances. Franchisee will agree to subordinate any claims Franchisee may have against the transferee to Franchisor, and indemnify Franchisor against any claims by the transferee relating to misrepresentations in the transfer process, specifically excluding those representations made by Franchisor in the Franchise Disclosure Document given to the transferee;

(i) The assignee shall not be affiliated in any way with a competitor of ours.

16.2.2 Upon your death, or in the event you are determined to suffer any legal incapacity (or, if you are a corporation or partnership, then upon the death or legal incapacity of the shareholder or partner responsible for the operation of Franchised Business), the transfer of your interest to your heirs, legatees, personal representatives or conservators, surviving partner(s) or fellow shareholder(s), as applicable, shall not constitute an "assignment" in this Agreement and shall not give rise to our right of first refusal to purchase the Franchised Business as set forth in Section 16.4 hereof, if the following conditions are met:

(a) The grant of rights under this Agreement are personal to Franchisee, and on the death or permanent disability of Franchisee or any of Franchisee's Principals, as the case may be, the Franchise granted by this Agreement will terminate. Accordingly, the executor, administrator, conservator or other personal representative of Franchisee or Franchisee's Principal, as the case may be, shall be required to transfer Franchisee's or Franchisee's Principal's interest in this Agreement within six (6) months from the date of death or permanent disability, to a third party approved by Franchisor. A transfer under this Section 16.2 including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 16 and unless transferred by gift, devise or inheritance, subject to the terms of Section 16 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of Franchisee's Franchised Business during the six (6)-month period from its onset.

(b) In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Franchised Business, operate the Franchised Business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for our representatives, shall be charged to said account. If, as in this Agreement provided, we temporarily operate the Franchised Business franchised in this Agreement for you, you agree to indemnify and hold harmless us and any representative of ours who may act in this Agreement, from any and all acts which we may perform, as regards the interests of you or third parties.

16.3 Transfer to a Corporate Entity

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:

16.3.1 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

16.3.2 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 16.3 may be effected one (1) time only during the term of this Agreement and may be made without payment of a transfer fee.

16.4 Right of First Refusal

Your right to assign, transfer or sell your interest in this Agreement (voluntarily or by operation of law) and/or the Franchised Business, as provided above, shall be subject to our right of first refusal with respect thereto. (We will maintain the option of waiving this right in writing.) That is, we will have the right to be offered by you the opportunity to purchase such interest in this Agreement and/or the Franchised Business on the terms and conditions which have been offered to and accepted by a third party in a wholly arms-length transaction. Our right of first refusal shall be exercised in the following manner:

16.4.1 You shall serve upon us a written notice setting forth all of the terms and conditions of the proposed assignment which shall specify the purchase price established by the parties and include reasonably complete information concerning the identity, financial standing and character of the proposed purchaser. You shall attach to such notice a copy of a binding agreement between you and the proposed purchaser, which agreement shall, however, be subject to cancellation if we exercise our right of first refusal in this Agreement or disapprove of the proposed transfer under Section 16.2.

16.4.2 Within thirty (30) days after our receipt of such notice (or, if we will request additional information, within thirty (30) days after receipt of such additional information), we may, at our option, purchase the Franchised Business upon the terms and conditions specified in the notice and the agreement attached thereto.

16.4.3 If we will elect not to exercise our right of first refusal and shall consent to an assignment, you shall, subject to the provisions of this Article, be free to assign this Agreement and/or the Franchised Business to such proposed assignee on the terms and conditions specified in said notice and the agreement attached thereto. If, however, the terms of such agreement shall be materially modified after submission thereof to us, we will have such right to evaluate such modified agreement for an additional thirty (30) days and, if we choose to do so, exercise our right of first refusal with respect thereto.

16.5 Security Interests to Lenders

You shall not have the right to pledge, encumber, hypothecate or otherwise give any third party any security interest in this Agreement or in the Proprietary Properties or the Franchised Business in any manner whatsoever without our express written permission, which permission may be withheld for any reason. Notwithstanding the foregoing, in the event Franchisee seeks and/or obtains financing whereby funding is provided with the assistance of the United States Small Business Administration ("SBA Financing"), Franchisee shall be permitted to grant the lender of such SBA Financing a senior lien on any Collateral Franchisee uses to secure the SBA Financing, and Franchisor and Franchisee further agree that (i) the provisions of Attachment 9 are fully incorporated herein and applicable to Franchisor and Franchisee, (ii) Franchisor shall subordinate its security interest or other lien on Franchisee's Collateral to that of the lender of the SBA Financing and (iii) Franchisor waives the requirement of the written acknowledgement referenced in this Section.

ARTICLE 17: DEFAULT AND TERMINATION

17.1 Termination Without Notice

You shall be in default under this Agreement, and all rights granted to you in this Agreement shall automatically terminate without notice to you, 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; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you; 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; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

17.2 Termination Without Right to Cure

Upon the occurrence of any of the following events, you shall be deemed to be in default and we may, in our sole and exclusive discretion, terminate this Agreement and all rights granted in this Agreement without affording you any opportunity to cure the default. Termination under this Section shall be effective immediately upon the earlier of the occurrence of any of the following or receipt of notice by you:

17.2.1 If you abandon the Franchised Business by failing to operate such business for a period of ten (10) consecutive days, or any shorter period after which it is reasonable for us to conclude that you do not intend to continue to operate the Franchised Business, unless such failure to operate is due to fire, flood, earthquake, or other similar causes beyond your reasonable control, but not due to your lack of adequate financing;

17.2.2 If you, or any principals or shareholder, director or officer of a corporate franchisee, or any member or manager of a limited liability company franchisee, or any partner or officer of a franchisee conducting business as a partnership, are/is convicted of a felony, a fraud, a crime involving moral turpitude or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Marks, or the goodwill associated with them;

17.2.3 If you make any material misrepresentation relating to the creation, acquisition or operation of the Franchised Business or engage in conduct which reflects materially and unfavorably upon the operation and reputation of the Franchised Business, us or the System;

17.2.4 If you fail, for a period of ten (10) days after notification of non-compliance by any duly constituted authority, to comply with any federal, state or local law, regulation or requirement applicable to the operation of the Franchised Business, and fail promptly to notify us of such notification and the steps taken to cure any such non-compliance;

17.2.5 If you repeatedly fail to comply with one (1) or more requirements of this Agreement, whether or not such failures are ultimately corrected;

17.2.6 If a second default by you occurs within any twelve (12) month period, notwithstanding that a prior default was cured;

17.2.7 If your default under this Agreement is by its very nature incapable of being cured;

17.2.8 If you fail to attend and successfully complete the Training Program;

17.2.9 If you (or any of your shareholders, directors, officers, partners, members or employees) acquire any interest in a business similar to the Franchised Business, except that you or such other persons may own less than five percent (5%) of the shares of any company listed on any national or regional securities exchange or whose shares are traded through a recognized exchange;

17.2.10 If you engage in the unauthorized use or duplication of any aspect of our business, services or products;

17.2.11 If you engage in the unauthorized disclosure of any Confidential Information or Know How relating to us, the Franchised Business or the System;

17.2.12 If you sell, sublicense, assign or transfer any interest in this Agreement or the Franchised Business in violation of this Agreement;

17.2.13 If you violate any covenant not to compete set forth in Article 15 of this Agreement;

17.2.14 If you fail to pay the Initial Franchise Fee (or any balance thereof) or fail to commence the operation of the Franchised Business within the time provided in this Agreement;

17.2.15 If you misrepresent, substitute or "pass off" non-authentic services and/or products for or as our services and/or products;

17.2.16 If you knowingly maintain false books or records or submit any false reports to anyone;

17.2.17 If you purport to transfer any rights or obligations under this Agreement or any interest in you to any third party without our prior written consent or otherwise in violation of the terms of this Agreement;

17.2.18 If you violate any state or federal law or ordinance that in any manner relates to or impacts upon the provision of or ability to provide the Products and Services in this Agreement by you as an entity, or by any individuals who exercise any level of dominion or control over your operations, including, without limitation, a conviction based upon such a violation, allegation or charge of such violation without explanation that we will deem to be reasonably satisfactory, or failure on your part to inform us of the existence of, threat of, charge or allegation of, or conviction of such violation;

17.2.19 If you fail or refuse to provide the Products or perform the Services for your customers;

17.2.20 If you fail to comply with any other provision or requirement of this Agreement or the Manual;

17.2.21 If you fail to comply with all applicable laws and ordinances relating to the Business, including Anti-Terrorism Laws, or if your or any of your principals' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your principals otherwise violate any such law, ordinance, or regulation; or

17.2.22 If you fail to meet your minimum Gross Revenue requirement a second (2nd) time during the Term or any renewal term of this Agreement.

17.3 Termination with Right to Cure

Except as provided in Sections 17.1 and 17.2 of this Agreement, you shall have thirty (30) days after receipt from us of a written notice of termination in which to remedy any default in this Agreement (or, if the default cannot reasonably be cured within such thirty (30) days, to initiate within that time substantial and continuing action to cure the default) and to provide evidence thereof to us. If any default is not cured within that time (or if substantial and continuing action to cure the default is not initiated within that time), or such other period as applicable law may require, this Agreement shall terminate without further notice to you effective immediately upon expiration of the thirty (30) day period, or such longer period as applicable law may require. Such defaults shall include, without limitation, the occurrence of any of the following events:

17.3.1 If you fail, refuse or neglect promptly to pay when due any monies owed to us (or our affiliates, subsidiaries or designees) or to your landlord (if applicable) or you fail, refuse or neglect

promptly to submit financial or other information required by us under this Agreement, or make any false statements in connection with them;

17.3.2 If you fail to maintain and operate the Franchised Business in accordance with the provisions or requirements of this Agreement or the Manual;

17.3.3 If you fail to obtain our prior written approval or consent where the same is required pursuant to this Agreement;

17.3.4 If you misuse, or use in an unauthorized manner, any of the Marks, Know How or Copyrights or materially impair the goodwill associated with them or our rights in this Agreement;

17.3.5 If you participate in any business or in the marketing of any service or product under a name or mark which, in our opinion, is confusingly similar to any of the Marks;

17.3.6 If you offer or sell, as part of the Franchised Business, any unapproved service or fail to offer or provide on a regular basis all services which comprise part of the System;

17.3.7 If you, by act or omission, permit a violation of any law, ordinance, rule or regulation of any governmental entity to remain uncorrected in the absence of a good faith dispute over its applicability or legality and without promptly resorting to an appropriate administrative or judicial forum for relief therefrom;

17.3.8 If you fail to obtain and maintain all required insurance policies or fail to name us as an additional insured in this Agreement in accordance with the terms of this Agreement; or

17.3.9 If you fail to achieve the minimum Gross Revenue requirement a first (1st) time during the Term or any renewal term of this Agreement.

17.4 Cross-Defaults, Non-Exclusive Remedies, etc.

Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any of our affiliates) and you (or any of your affiliates). Any default by you (or any person/company affiliated with you) under any other agreement, including, but not limited to, any lease and/or sublease, between us (or any of our affiliates) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our affiliates) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any lease, sublease, loan agreement, security interest or otherwise, whether with us, any of our affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliates) and you (or any of your affiliates).

In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available.

17.5 Limitation on Rights of Termination

Notwithstanding anything to the contrary contained in this Article, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties

hereto shall limit our rights of termination in this Agreement or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth in this Agreement do not constitute "good cause" for termination within the meaning ascribed to that term by any applicable law or regulation. We will not be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination thereof.

17.6 Our Right to Discontinue Services to You

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 17, we have the right to suspend our performance of any of our obligations under this Agreement including, without limitation, the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of your website, until such time as you correct the breach.

17.7 Reimbursement of Costs.

Franchisee shall reimburse Franchisor all costs and expenses, including but not limited to attorneys' fees, incurred by Franchisor as a result of Franchisee's default, including costs in connection with collection of any amounts owed to Franchisor and/or enforcement of Franchisor's rights under this Agreement.

ARTICLE 18: FURTHER OBLIGATIONS AND RIGHTS OF THE PARTIES UPON TERMINATION OR EXPIRATION

18.1 Discontinue Use of Proprietary Properties

In the event of termination or expiration of this Franchise Agreement, you shall forthwith discontinue the use of the Marks, Know How and Copyrights, and you shall not later operate or do business under any name or in any manner that might tend to give the general public the impression that you are in any manner affiliated with us or any "Home Matters Caregiving" business, or any business similar thereto, and you shall not later use, in any manner, or for any purpose, directly or indirectly, any of our Confidential Information, knowledge or Know How concerning the operation, products, services, trade secrets, procedures, policies, techniques or materials or by virtue of the relationship established by this Agreement, including, without limitation, the following:

18.1.1 Standards, specifications or descriptions of our Products and Services;

18.1.2 Our Manual and any supplements thereto;

18.1.3 Any forms, advertising matter, marks, devices, signs, insignia, slogans or designs used from time to time in connection with the Franchised Business;

18.1.4 Any copyrights, trademarks, trade names and patents now or later applied for or granted in connection with them, or any marks, logos, words or phrases confusingly similar thereto or colorable imitations thereof;

18.1.5 Any telephone number listed in any telephone directory under the name "Home Matters Caregiving" or any similar designation or directory listing which relates to the Franchised Business; and

18.1.6 Any and all of the systems, procedures, techniques, criteria, concepts, designs, advertising and promotional techniques, products or service specifications, and all other components, specifications and standards which comprise (or in the future may comprise) part of the System.

18.2 Cancellation of Name

Upon termination or expiration of this Agreement, you shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains any name or mark identical or similar to "Home Matters Caregiving" or any other name, trademark or service mark of ours, and you shall furnish us with proof of discharge of this obligation within thirty (30) days following the termination or expiration of this Agreement.

18.3 We are Attorney-in-Fact

We may, if you fail or refuse to do so, execute in your name and on your behalf any and all documents necessary to cause discontinuation of your use of the name "Home Matters Caregiving" or any other related or similar name or use in this Agreement, and we are hereby irrevocably appointed by you as your attorney-in-fact to do so.

18.4 Continuation of Obligations

The expiration or termination of this Franchise Agreement shall be without prejudice to our rights against you, and such expiration or termination shall not relieve you of any of your obligations to us existing at the time of expiration or termination or terminate those obligations of yours which by their nature survive the expiration or termination of this Agreement.

18.5 Cease Using Telephone Numbers

Upon termination or expiration of this Agreement, you shall cease and desist from using any telephone and/or cellular telephone number(s) listed in any telephone directory under the name "Home Matters Caregiving" or any other name similar and, upon our demand, shall direct the telephone company servicing the Franchised Business to transfer said telephone number(s) to us, or to such other person or persons at such location or locations as we will direct.

18.6 Pay Sums Due

Upon termination or expiration of this Agreement, you shall promptly pay all sums owing to us (and our subsidiaries, affiliates or designees). In the event of termination based upon your default, such sums shall include all damages, costs and expenses (including actual attorneys' fees) incurred by us as a result of the default, including but not limited to lost future profits and/or lost future royalty fees. The obligation created in this Agreement shall give rise to and remain, until paid in full, a lien in our favor against any and all of the personal property, furnishings, equipment, signs, inventory, fixtures or other assets owned by you at the time of default.

18.7 Post-Term Covenants

Upon termination or expiration of this Agreement, you shall comply with the post-term covenants not to compete set forth in Article 15.

18.8 Our Option to Purchase

Upon termination or expiration of this Agreement for any reason whatsoever, we or our designee shall have the option (but not the obligation) for a period of sixty (60) days from such termination or expiration to purchase all or a portion of your right, title and interest in the Franchised Business (including, without limitation, inventory and supplies). If we or our designee elect to exercise this right to purchase, it

will be for a purchase price (the "Purchase Price") equal to the lesser of: (i) the depreciated book value of all tangible assets in place and owned by you as of the date of our (or our designee's) exercise of such option; or (ii) the fair market value of all such assets as determined by the application of generally accepted accounting principles less the total of (a) the amount of any indebtedness remaining against or secured by any such assets; (b) the amount of any indebtedness or obligation owed by you to us, our affiliates, subsidiaries or designees; (c) the amount of any indebtedness or obligation for which you are or the Franchised Business is liable (directly or indirectly, contingently or otherwise) and for which we are or may become liable (directly or indirectly, contingently or otherwise) upon acquiring the Franchised Business or otherwise; and (d) all amounts advanced by us, or which we have paid, or which we have become obligated to pay, on your behalf for any reason whatsoever (including, without limitation, interim sums required to be advanced for operations prior to the date of our (or our designee's) exercise of the option granted in this Agreement).

18.8.1 If the parties cannot agree upon the Purchase Price within a reasonable time, an independent appraiser shall be designated by us, and his determination of the Purchase Price shall be binding on us and you. The cost of such appraisal shall be borne by you.

18.8.2 We (or our assignee) will pay the purchase price at the closing, which will take place not later than sixty (60) days after the purchase price is determined, although we (or our assignee) may decide after the purchase price is determined not to exercise our purchase option. At the closing, you agree to deliver instruments transferring to us (or our assignee): (a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and transfer taxes paid by you; and (b) all of the Business' licenses and permits which may be assigned or transferred.

18.8.3 If we exercise our option to purchase the Franchised Business, you agree fully to cooperate in effectuating such transaction and to use your best efforts to provide us and our designees with all such data and documentation as reasonably may be required to give effect to the purposes of this Section.

18.8.4 In the event we do not elect to exercise the foregoing option to purchase the Franchised Business, you shall immediately return to us all materials which bear any of the Marks, trade names or copyrighted material. You shall also destroy any and all materials not otherwise required to be returned to us in accordance with this Agreement or the Manual. Contemporaneously, you shall return to us all copies in your possession of materials and documents (including, among other things, the Manual, corporate records and files, correspondence, brochures, agreements, and disclosure statements) relating to the grant or operation of the Franchised Business.

18.9 Discontinue Use; Modification

Upon expiration or termination, you shall immediately discontinue the use of each and every aspect of the Proprietary Properties, including the Marks and trade dress, including any custom designs on vehicles, advertisements, brochures, clothing, or any other article of commercial or other use, and Know How, and later shall no longer use or have the rights to use the Proprietary Properties, or any colorable or confusingly similar variations thereof, or any word, logo or figure similar to the Marks or Know How. In the event of expiration or termination, you will be responsible for the payment of all legal fees, court costs, collection fees and interest incurred in enforcing this Agreement. In the event of any litigation between the parties hereto with respect to the subject matter hereof, the party in any such litigation in whose favor a judgment is entered shall be entitled to have and recover, and the other party agrees to pay, its reasonable attorneys' fees and expenses, in addition to any award to which may be otherwise entitled.

ARTICLE 19: MODIFICATION OF SYSTEM

19.1 You understand and agree that the System must not remain static if it is to meet (without limitation) presently unforeseen changes in technology, competitive circumstances, demographics, populations, consumer trends, societal trends and other market place variables, and if it is to best serve the interests of us, you, and our network of all other franchisees. 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 products, programs, services, methods, standards, forms, policies and procedures of that System; abandoning the System altogether in favor of another system in connection with a merger, acquisition, other business combination or for other reasons; adding to, deleting from or modifying those products, programs and services which your Franchised Business is authorized and required to offer; modifying or substituting entirely the building, premises, vehicles, equipment, signage, trade dress, décor, color schemes and uniform specifications and all other unit construction, design, appearance and operation attributes which you are required to observe in this Agreement; and changing, improving, modifying or substituting the Proprietary Properties. You expressly agree to comply with any such modifications, changes, additions, deletions, substitutions and alterations; provided, however, that such changes shall not materially and unreasonably increase your obligations in this Agreement.

19.2 You shall accept, use and effectuate any such changes or modifications to, or substitution of, the System as if they were part of the System at the time that this Agreement was executed.

19.3 We will not be liable to you for any expenses, losses or damages sustained by you as a result of any of the modifications contemplated hereby. You hereby covenant not to commence or join in any litigation or other proceeding against us or any third party complaining of any such modifications or seeking expenses, losses or damages caused thereby. Finally, you expressly waive any claims, demands or damages arising from or related to the foregoing activities including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

ARTICLE 20: DISPUTE RESOLUTION

20.1 Severability and Substitution of Valid Provisions

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which we are a party, that ruling shall not impair the operation of, or have any other effect upon, such other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties hereto, although any portion held to be invalid shall be deemed not to be a part of this Agreement from the date the time for appeal expires, if you are a party thereto; otherwise upon your receipt of written notice of non-enforcement thereof from us. If any covenant in this Agreement which restricts competitive activity is deemed enforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but would be enforceable by reducing any part or all thereof, you and we agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to enter into a renewal franchise agreement than is required in this Agreement, or the taking of some other action not required in this Agreement, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and we will have the

right, in our sole discretion, to modify such invalid or enforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Such modification(s) to this Agreement shall be effective only in such jurisdiction, unless we elect to give it greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions. You agree to be bound by any such modification to this Agreement.

20.2 Waiver of Obligations

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other. Any waiver granted by us shall be without prejudice to any other rights we may have, will be subject to our continuing review and may be revoked, in our sole discretion, at any time and for any reason, effective upon delivery to you of ten (10) days' prior written notice. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of us or you to exercise any rights under this Agreement or to insist upon exact compliance by the other with its obligations in this Agreement; any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Home Matters Caregiving Businesses; or the acceptance by us of any payments due from you after any breach of this Agreement.

Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of equipment, merchandise, supplies, labor, material or energy, or the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency thereof; (3) acts of God; (4) fires, strikes, embargoes, war or riot; or (5) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes shall not excuse payments of amounts owed at the time of such occurrence or payment of Continuing Royalty Fees, lease payments or other payments due then or after.

20.3 Injunctive Relief

Notwithstanding anything to the contrary contained in Section 20.6 of this Section, either party may institute in a court of competent jurisdiction an action or actions for temporary or preliminary injunctive relief; provided, however, that such party shall contemporaneously submit the dispute the arbitration on the merits in accordance with Section 20.6 of this Section. You agree that we may have such temporary or preliminary injunctive relief without bond, but upon due notice, and your sole remedy in the event of the entry of such injunctive relief shall be the dissolution of such injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby).

20.4 Rights of Parties are Cumulative

Our and your rights in this Agreement are cumulative and no exercise or enforcement by us or you of any right or remedy in this Agreement shall preclude your or our exercise or enforcement of any other right or remedy in this Agreement or which we or you are entitled by law to enforce.

20.5 Costs and Attorneys' Fees

If we incur expenses in connection with your failure to pay when due amounts to us, to submit when due any reports, information or supporting records or otherwise to comply with this Agreement, you

shall reimburse us for any such costs and expenses which we incur, including but not limited to reasonable legal, arbitrator, accounting and related fees.

20.6 Arbitration

20.6.1 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.

20.6.2 Notwithstanding the above, the following shall not be subject to arbitration: (a) 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; and (b) disputes and controversies relating to actions to obtain possession of the premises of the Business under lease or sublease.

20.6.3 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 20.6.1.

20.6.4 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.

20.6.5 With respect to any claims, controversies or disputes which are not finally resolved through arbitration, or as otherwise provided above, you hereby irrevocably submit themselves to the jurisdiction of the state courts of Arizona, and the federal district court for the district in which our headquarters is located. 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.

20.6.6 You and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in this Section 20.6 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.

20.6.7 As to all disputes between our franchisees, or between our franchisees and 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 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.

20.6.8 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.

20.7 Governing Law

All matters relating to arbitration shall be governed by the Federal Arbitration Act. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement, the Franchise and the relationship of the parties shall be governed by the laws of the State of Arizona, without regard for its conflicts of laws principles. 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.

20.8 Jurisdiction

With respect to actions described in Section 20.3 above and any other actions not subject to arbitration under Section 20.6 above, you and we agree that any action arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in a state or federal court of competent jurisdiction in the State of Arizona. You irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction or venue of such court.

20.9 Waiver of Punitive Damages

The parties waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages, except punitive or exemplary damages allowed under federal statute. The parties agree

that, in the event of a dispute between them, the party making a claim shall be limited to recovery of any actual damages it sustains.

_____ [Please initial to acknowledge that you have read and understand this Section 20.9]

20.10 Waiver of Jury Trial

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

_____ [Please initial to acknowledge that you have read and understand this Section 20.10]

20.11 You May Not Withhold Payments

You agree that you will not, on grounds of the alleged nonperformance by us of any of our obligations in this Agreement, withhold payment of any Continuing Royalty Fees, amounts due to us for purchases by you or any other amounts due to us.

20.12 Binding Effect

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. Subject to our right to modify the Manual, this Agreement shall not be modified except by written agreement signed by you and us.

20.13 Limitations of Claims

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.

20.14 Construction

All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Franchisee and any Principals shall be deemed to be joint and several covenants, agreements and obligations of each of the persons named as Franchisee, if more than one person is so named.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any action or request by you, we have the absolute right to refuse any request by you or to withhold our approval of any action by you that requires our approval. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

20.15 Withholding Consent

In no event will you make any claim, whether directly, by way of setoff, counterclaim, defense or otherwise, for money damages or otherwise, by reason of any withholding or delaying of any consent or approval by us. Your sole remedy for any such claim is to submit it to arbitration as described in this Agreement and for the arbitrator to order us to grant such consent.

ARTICLE 21: GENERAL PROVISIONS

21.1 Relationship

You and we agree that there does not exist any fiduciary, trust or similar relationship between us, that the relationship between you and us is a normal commercial relationship between independent businesspeople intended for mutual but independent economic benefit and is not in any sense nor is intended to be a fiduciary, trust or similar relationship.

21.1.1 Independent Contractor

Franchisee is and shall be an independent contractor under this Agreement, and no partnership shall exist between Franchisee and Franchisor. This Agreement does not constitute Franchisee as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Franchisee is not granted any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Franchisee agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation, or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other franchisees of Franchisor. Franchisor does not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. Franchisor will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Franchised Business. Pursuant to the above, Franchisee agrees to indemnify Franchisor and hold Franchisor harmless from any and all liability, loss, attorneys' fees, or damage Franchisor may suffer as a result of claims, demands, taxes, costs, or judgments against Franchisor arising out of any allegation of an agent, partner, or employment relationship.

21.1.2 No Relationship. Franchisee acknowledges and agrees that Franchisee alone exercises day-to-day control over all operations, activities, and elements of the Franchised Business, and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees, and will never claim otherwise, that the various restrictions, prohibitions, specifications, and procedures of the System which Franchisee is required to comply with under this Agreement, whether set forth in Franchisor's Operations Manual or otherwise, does not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Franchised Business, which Franchisee alone controls, but only constitute standards Franchisee must adhere to when exercising control of the day-to-day operations of the Franchised Business.

21.1.3 Franchisee's Employees. Franchisee acknowledges and agrees that any training Franchisor provides for Franchisee's employees is geared to impart to those employees, with Franchisee's ultimate authority, the various procedures, protocols, systems, and operations of a Home Matters Caregiving outlet and in no fashion reflects any employment relationship between Franchisor and such employees. If ever it is asserted that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agree to assist Franchisor in defending said allegation, appearing at any venue requested by Franchisor to testify on Franchisor's behalf participate in depositions, other appearances or preparing affidavits rejecting any assertion that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees.

21.2 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.

21.3 Gender

Reference to Franchisee as male, female, or no gender shall include male or female franchisee, general or limited partnership, joint venture, corporation, limited liability company, trust, or any other association or business entity, as relevant in the context.

21.4 Headings

Headings and captions contained in this Agreement are for convenience of reference only and shall not be taken into account in construing or interpreting this Agreement.

21.5 References

Any reference in this Agreement to any paragraph or other part of this Agreement shall be deemed to include a reference to every subordinate part and/or subparagraph thereof.

21.6 Time of the Essence

It is acknowledged and agreed by both parties that any delay in the performance of its obligations in this Agreement would irreparably and irrevocably injure the other party in the conduct of its business and the value of its property. The parties therefore agree that time is of the essence of this Agreement. Except as otherwise specifically permitted in this Agreement, no extension of time shall be implied, nor any delay allowed, in the timely and complete performance of all covenants in this Agreement contained.

21.7 Survival of Terms

Each provision of this Article 21 and those provisions in this Agreement above provided relating to covenants against post-termination/expiration use of the Marks, Know How and Copyrights will be deemed to be self-executing and continue in full force and effect subsequent to and notwithstanding the expiration, termination, setting aside, cancellation, rescission, unenforceability or otherwise of this Agreement (or any part of it) for any reason, will survive and will govern any claim for rescission or otherwise. Each provision of this Agreement will be construed as independent of, and severable from, every other provision; provided that if any part of this Agreement is deemed unlawful in any way, the parties agree that such provision will be deemed interpreted and/or modified to the minimum extent necessary to make such provision lawful or, if such construction is not permitted or available, the remainder of this Agreement will continue in full force and effect. Each party reserves the right to challenge any law, rule or judicial or other construction which would have the effect of varying or rendering ineffective any provision of this Agreement.

21.8 Entire Agreement

This Agreement, including all attachments, is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Franchisee, except that nothing in this Agreement or in any related agreement is intended to disclaim the express representations made to Franchisee in Franchisor's Franchise Disclosure Document, its exhibits and amendments. No agreement of any kind relating to the matters covered by this Agreement and no amendment of the provisions hereof shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties. Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

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

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPAL:

_____
Name:_____

PRINCIPAL:

_____
Name:_____

ATTACHMENT 1

LOCATION OF FRANCHISE; PROTECTED TERRITORY

The location of the Franchised Business shall be:

_____

_____

_____

The Protected Territory of the Franchised Business shall be:

_____

_____

_____

FRANCHISEE:

_____
LLC

By:_____
Name:_____
Title:_____

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS,

By:_____
Name:_____
Title:_____

ATTACHMENT 2

STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE/ENTITY

Name	**Percentage of Ownership**

ATTACHMENT 3

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 "Franchisee").

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for an Home Matters Caregiving business ("Franchise Agreement") which will allow Franchisee 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 Franchise Agreement without Franchisee'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 Franchise 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 Franchise Agreement. "Termination" of the Franchise 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. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise 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. Franchisee has or will acquire during the term of the Franchise 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 Franchise Agreement, or on periodic request of Franchisor, Franchisee 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 Franchisee has Electronic Advertising: (i) to transfer all of Franchisee'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, Franchisee 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 Franchisee has Telephone Listings: (i) to transfer all Franchisee'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, Franchisee 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. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, 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. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee 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, Franchisee hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet Companies to transfer all Franchisee'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 Franchisee'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. Franchisee hereby directs the Internet Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Franchisee's interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Franchisee 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. Franchisee 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 Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee 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. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee 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 Franchisee's obligations, under this Agreement shall be binding on Franchisee'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 Franchise 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 Franchise 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.

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

FRANCHISEE:

_____
LLC

By:_____
Name:_____
Title:_____

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS,

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ATTACHMENT 4

SPOUSAL GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on _____ to Senior HealthCare Investments, LLC, a Wyoming limited liability company ("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated of even date herewith (the "Franchisee Agreement") with _____, a(n) _____, _____ and _____ (collectively "Franchisee").

Guarantor acknowledges that Guarantor is the spouse of Franchisee's Principal, as that term is used in the Franchise Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty are in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-competition covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the covenants set forth in Articles 9, 13, 14 and 15 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR – SPOUSE OF FRANCHISEE'S PRINCIPAL:

_____

Print Name: _____

ATTACHMENT 5

EMPLOYEE NON-COMPETITION AND NON-DISCLOSURE AGREEMENT

This Agreement is made this day , by and between Senior HealthCare Investments, LLC, a Wyoming limited liability company (the "Company"), with its principal address at 12725 SW Millikan Way, Suite 300 Beaverton, OR 97005; _____, a _____, and a franchisee of the Company, with its principal address at _____ ("Employer"), and _____, an individual, residing at _____ ("Employee").

The Company sells franchises operating under the "Home Matters Caregiving" Marks, Know How and Copyrights. Such franchises provide the public with non-medical in-home personal care and assisted living/residential care placement services.

The Company has expended considerable time, effort and expense to acquire knowledge and experience in the business of marketing its services to the general public and commercial enterprises. Furthermore, the Company has developed a system for performing the services in a timely and efficient manner. The System is operated according to certain confidential and proprietary procedures which include: its customer lists, methods of doing business, methods of providing the services, distinctive trade name and logo, proprietary formats, equipment requirements, copyrighted advertising campaigns and materials, uniforms and other items used in operating procedures and certain business techniques, including procedures and instructions set forth in the Company's operations and procedures manual, software, financial data, instructional materials and training programs, research and development, product and service development plans and trade secrets and intellectual property (collectively, the "Confidential Information").

During the course of employment with Employer, Employee has been or will be exposed to and become familiar with various aspects of concepts, designs, procedures, processes and other Confidential Information proprietary to the Company and Employer and will continue to gain such exposure to and familiarity with such information while employed by Employer. The Company and Employer desire to be assured by Employee that any such information gained during employment with Employer will be regarded as proprietary information and will not be disclosed to any third parties during or after employment, and that Employee will not compete with Employer, the Company or its affiliates.

In consideration of the [continued] employment of Employee by Employer, the [continued] compensation of Employee by Employer during the duration of employment, the [continued] use and enjoyment by Employee of Employer's facilities and equipment, the [ongoing] disclosure to Employee of Employer's confidential and proprietary information, the [continued] opportunity for Employee to serve Employer's clients and customers, and the mutual covenants contained in this Agreement, the parties agree:

1. Confidentiality. Employee recognizes and acknowledges that during the course of his or her employment, he or she will have access to certain Confidential Information not generally known to the public relating to the services, sales or business of Employer and the Company. Employee recognizes and acknowledges that this Confidential Information constitutes a valuable, special and unique asset of Employer and the Company, access to and knowledge of which are essential to the performance of Employee's duties. Employee acknowledges and agrees that all such Confidential Information including, without limitation that which Employee conceives or develops, either alone or with others, at any time during his or her employment by Employer, is and shall remain the exclusive property of the Company.

2. Non-disclosure. Employee agrees that, except as directed by Employer or the Company, Employee will not at any time, whether during or after employment with Employer, use or disclose to any

person for any purpose other than for the benefit of Employer or the Company any Confidential Information, or permit any person to use, examine and/or make copies of any documents, files, data or other information sources which contain or are derived from Confidential Information, whether prepared by Employee or otherwise coming into the Employee's possession or control, without the prior written permission of Employer.

3. Company Materials. Employee will safeguard and return to Employer upon termination of Employee's employment with Employer, or sooner if Employer so requests, all documents and property in Employee's care, custody or control relating to his or her employment or Employer's or the Company's business, including, without limitation, any documents that contain the Confidential Information.

4. Other Employment While Employed by Employer. While employed by Employer, Employee shall not do work that competes with or relates to any of Employer's or the Company's products or activities without first obtaining Employer's written permission. Any business opportunities related to Employer's or the Company's business that Employee learns of or obtains while employed by Employer (whether or not during working hours) shall belong to Employer.

5. Non-competition After Employment by Employer Ends. For a period of two (2) years after Employee's employment by Employer terminates, Employee will not, directly or indirectly, within fifty (50) miles of any Home Matters Caregiving Business: (a) sell, market or propose to sell or market the services that compete or will compete with the Employer's or Company's then-existing business, or (b) become an employee, employer, consultant, officer, director, partner, trustee or shareholder of more than five percent (5%) of the outstanding common stock of, or provide services or information to any person or entity that sells, markets or proposes to sell or market the services performed by the Company.

6. Saving Provision. The parties agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph, including the scope of the restricted activities described in this Agreement and the duration and geographic extent of such restrictions, are fair and reasonably necessary for the protection of Confidential Information, goodwill, and other protectable interests, in light of all of the facts and circumstances of the relationship between the Company, Employee and Employer. In the event a court of competent jurisdiction should decline to enforce any provision of the preceding paragraph, such paragraph shall be deemed to be modified to restrict Employee's competition to the maximum extent, in both time and geography, which the court shall find enforceable.

7. No Guarantee of Employment. This Agreement does not constitute a guarantee of continued employment. Employee's employment is terminable at any time by Employer or Employee, with or without cause or prior notice, unless otherwise provided in a written employment agreement.

8. No Conflicting Agreements. Employee is not a party to any agreements, such as confidentiality or non-competition agreements, that limit Employee's ability to perform his or her duties for Employer.

9. Injunctive Relief. The Employee acknowledges that disclosure of any Confidential Information or breach or threatened breach of any of the non-competition and non-disclosure covenants or other agreements contained in this Agreement would give rise to irreparable injury to Employer or the Company, which injury would be inadequately compensable in money damages. Accordingly, Employer or the Company, at its sole discretion, may seek and obtain injunctive relief from the breach or threatened breach of any provision, requirement or covenant of this Agreement, in addition to and not in limitation of any other legal remedies which may be available. Employee further acknowledges, agrees and stipulates that, in the event of the termination of employment with the Employer, the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different

and non-competing nature with his or her activities as an employee of Employer; and that the enforcement of a remedy in this Agreement by way of injunction will not prevent the Employee from earning a reasonable livelihood. Employee further acknowledges and agrees that the covenants contained in this Agreement are necessary to protect the legitimate business interests of Employer and the Company and are reasonable in scope and content.

10. Enforcement. The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action against the Company, Employer by Employee, whether predicated on this Agreement or otherwise.

11. Governing Law. The Agreement shall be construed in accordance with the internal laws of the State of Arizona. The parties hereto agree to personal jurisdiction in the State of Arizona. Employee's obligations under this Agreement supplement and do not supersede the obligations imposed on Employee by the laws of the State of Arizona and the United States of America.

12. Legal Expense. In any suit, proceeding or action to enforce any term, condition or covenant of this Agreement or to procure an adjudication or determination of the rights of the Company, Employer or Employee, the prevailing party shall be entitled to recover from the other party reasonable sums as attorneys' fees and costs and expenses in connection with such suit, proceeding or action, including any appeal, which sums shall be included in any judgment or decree entered in this Agreement.

13. Waiver of Breach. The waiver of any breach of any provision of this Agreement or failure to enforce any provision hereof shall not operate or be construed as a waiver of any subsequent breach by any party.

DATED this day _____.

EMPLOYEE: _____

Name: _____

EMPLOYER: _____

By: _____

Its: _____

THE COMPANY: SENIOR HEALTHCARE INVESTMENTS, LLC

By: _____

Its: _____

ATTACHMENT 6
ADDENDUM FOR CONVERSION FRANCHISES

This addendum to the Franchise Agreement is entered into this day of _____ by and between Senior HealthCare Investments, LLC (the "Franchisor") and _____ _____ (the "Franchisee") to amend and revise certain provisions of the Franchise Agreement between the Franchisee and the Franchisor, dated _____, as follows:

WHEREAS, the Franchisee is the owner of an existing non-medical home care business and desires to convert such business to an Home Matters Caregiving Business in accordance with the terms and conditions of the Franchise Agreement; and

WHEREAS, the Franchisor and the Franchisee desire to revise certain terms of and obligations under the Franchise Agreement on the terms and conditions set forth in this Addendum;

NOW, THEREFORE, the parties agree as follows:

1. Any provisions of the Franchise Agreement relating to selection of a site, or construction or remodeling of the premises for the Franchised Business, are hereby deemed amended to the extent required to reflect that the Franchisee is converting its existing business premises to a Home Matters Caregiving Business, and that the Franchisee shall be required to remodel its business premises in compliance with the plans and specifications provided by the Franchisor.

2. Section 8.1 shall be amended to reflect that no initial franchise fee is due to Franchisor.

3. The Franchisee shall pay the Continuing Royalty Fees in accordance with Section 8.2 starting with the second full calendar month of operation after the conversion to a Home Matters Caregiving Franchised Business takes place.

4. Section 15.2 relating to post-term covenants not to compete is hereby deleted.

To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or attachments thereto, the terms of this Addendum shall govern. All other terms and conditions of the Franchise Agreement shall remain the same.

The undersigned hereby acknowledge having read this Addendum, understand and consent to be bound by all of its terms, and agree it shall be effective as of the date first written above.

-remainder of page intentionally blank -

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS, LLC

By: _____
Name:_____
Title:_____

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPAL:

By:_____
Name:_____

ATTACHMENT 7

GENERAL RELEASE

_____ ("Franchisee") and its principal(s):

_____

_____

(collectively, "Franchisee'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 "Franchisee 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 Franchise Agreement dated _____ _____, between Franchisee and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Franchise 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 Franchisee Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Franchisee Released Claims").

FRANCHISEE AND FRANCHISEE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE 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 FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT.

The Franchisee 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 Franchisee Released Claim, and Franchisee and Franchisee'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 _____.

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPAL:

_____
Name:_____

PRINCIPAL:

_____
Name:_____

ATTACHMENT 8

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is made and entered into as of _____(the "Effective Date"), by and between Senior HealthCare Investments, LLC, a Wyoming limited liability company with its principal place of business at 12725 SW Millikan Way, Suite 300 Beaverton, OR 97005 (herein "Business Associate") and _____ a(n) _____, with its principal place of business located at_____ _____ ("Covered Entity").

RECITALS

WHEREAS, Covered Entity is a franchisee of Business Associate and operates a Home Matters Caregiving Franchised Business outlet located in _____ under a Franchise Agreement dated _____ (the "Franchise Agreement") with Business Associate;

WHEREAS, Covered Entity is or may be subject to the requirements of 42 U.S.C. 1320d *et seq*. enacted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the implementing regulations set forth at 45 CFR Parts 160 through 164 ("HIPAA Regulations"). As used herein, "PHI" refers to Protected Health Information maintained, transmitted, created or received by Business Associate for or from Covered Entity; and

WHEREAS, to the extent required by the HIPAA Regulations and applicable state law, Business Associate is or may be directly subject to certain privacy and security obligations and penalty provisions of HIPAA, HITECH, the HIPAA Regulations and state law.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby contract and agree as follows:

1. Definitions. Terms used but not otherwise defined in this Agreement have the same meaning as those terms are defined and used in the HIPAA Regulations.

2. HIPAA Assurances. In the event Business Associate creates, receives, maintains or otherwise is exposed to PHI by, through, or on behalf of, Covered Entity, Business Associate shall:

   a. not use or disclose PHI other than as permitted or required by this Agreement or as required and permitted by law.

   b. use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.

c. report to Cover Entity any use or disclosure of PHI no provided for by this Agreement of which Business Associate becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which Business Associate becomes aware.

d. in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that create, receive, maintain, or transmit PHI on behalf of Business Associate agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

e. make available the PHI in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

f. make any amendment(s) to PHI in a designated record set that the Covered Entity directs or agrees pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations pursuant to 45 CFR 164.526.

g. maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations pursuant to 45 CFR 164.528.

h. to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and

i. make Business Associate's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or to a designated individual in a manner designated by the Covered Entity or the designated individual, for purposes of the designated individual determining Covered Entity's compliance with the HIPAA rules.

3. Permitted Uses and Disclosures. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI for the following purposes provided that such use or disclosure would not violate HIPAA rules if done by the Covered Entity:

a. for any lawful purpose permitted by the Franchise Agreement and/or the Operations Manual described in the Franchise Agreement.

b. for the proper management and administration of Business Associate (including its management and administration of the Home Matters Caregiving franchise system) and/or to carry out the legal responsibilities of Business Associate.

c. except as otherwise limited in this Agreement, to provide data aggregation services to Covered Entity as permitted by 45 CFR 146.504(e)(2)(i)(B).

d. to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

4. Obligations of Covered Entity. Covered Entity shall notify Business Associate of the following:

a. any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI.

b. any changes in, or revocation of, permission by any individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Term. The Term of this Agreement shall be effective as of the Effective Date and shall remain in effect until the expiration or termination of the Franchise Agreement. Either party may terminate this Agreement, effective immediately, if such party determines that the other party has breached a material provision of this Agreement and has failed to cure such breach within thirty (30) days of written notice from the other party. The parties agree that a termination of this Agreement is a non-curable default under Section 17.2 of the Franchise Agreement.

6. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

a. retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

b. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that Business Associate still maintains in any form, provided that Covered Entity and Business Associate acknowledge and agree that aggregated data is not PHI and will not be destroyed;

c. continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

d. not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 3 hereof, which applied prior to termination; and

e. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying PHI (other than PHI that Business Associate is permitted to retain) is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

The obligations of Business Associate pursuant to this Section 6 shall survive the termination of this Agreement.

7. Miscellaneous

a. The parties hereto agree to take such action as is necessary to amend this Agreement from time to time as required for continued compliance with the requirements of the HIPAA Regulations and any other applicable law.

b. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA Regulations.

c. This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the parties hereto, provided that the rights and obligations hereunder may be assigned only in strict accordance with the Franchise Agreement and applicable law.

d. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to the choice of law provisions thereof. In the case of any dispute between the parties, the parties shall resolve it in accordance with the dispute resolution procedures set forth in Article 20 of the Franchise Agreement.

e. 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.

f. The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which shall at all times remain in full force and effect. To this end, in the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be

limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

The parties hereto have executed this HIPAA Business Associate Agreement on the day and year first above written.

BUSINESS ASSOCIATE:

Senior HealthCare Investments, LLC

By:_____

_____,_____
(Print Name, Title)

COVERED ENTITY:

_____

By:_____

_____,_____
(Print Name, Title)

ATTACHMENT 9

PROVISIONS APPLICABLE TO SBA FINANCING

For the purpose of Franchisee's application for funding from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (the "SBA"), and at all times that the SBA has an interest in any SBA-assisted financing provided to Franchisee, Franchisor and Franchisee agree as follows:

1. With respect to a partial interest in the Franchised Business, Franchisor may exercise its option to purchase or its right of first refusal only if the proposed transferee is not a current owner or family member of a current owner of Franchisee.

2. If Franchisor's consent is required for any transfer (full or partial) of the Franchised Business, Franchisor will not unreasonably withhold such consent.

3. If Franchisee owns the real estate where the Franchised Business operates, Franchisee will not be required to sell the real estate upon default or termination of the Franchise Agreement, but Franchisee may be required to lease the real estate for the remainder of the Term (excluding additional renewals) for fair market value.

4. If Franchisee owns the real estate where the Franchised Business operates, Franchisor has not and will not during the Term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental indemnification, control or use restrictions. If any such restrictions are currently recorded against Franchisee's real estate, they must be removed in order for Franchisee to obtain SBA financial assistance.

5. If Franchisee owns the real estate where the Franchised Business operates, the right of Franchisor to assume Franchisee's lease has not and will not during the Term of the Franchise Agreement be recorded against the real estate and may not include any attornment language unless it is subordinated to any SBA financial assistance.

6. For other than regularly scheduled payments and payments otherwise authorized in the Franchise Agreement, Franchisor does not have the authority to unilaterally share, commingle, or withdraw funds from Franchisee's bank account.

7. The Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business. Meaningful oversight includes the authority to:

i. Approve the annual budget of the Franchised Business;
ii. Have control over the bank accounts of the Franchised Business; AND
iii. Have oversight over the employees operating the Franchised Business (who must be employees of Franchisee).

Franchisee agrees that the Franchise Agreement does not prevent Franchisee from having meaningful oversight over the operations of the Franchised Business by requiring Franchisee to comply with quality, marketing, and operations standards that govern Franchisee's use of Franchisor's System.

EXHIBIT C

MULTI-UNIT DEVELOPMENT AGREEMENT

SENIOR HEALTHCARE INVESTMENTS, LLC

MULTI-UNIT DEVELOPMENT AGREEMENT

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Attachments

1 – Development Area
2 – Development Fee and Minimum Development Schedule

SENIOR HEALTHCARE INVESTMENTS, LLC
MULTI-UNIT DEVELOPMENT AGREEMENT

THIS MULTI-UNIT DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this day of _____, by and between Senior HealthCare Investments, LLC, a Wyoming limited liability company, with its principal address at 12725 SW Millikan Way, Suite 300 Beaverton, OR 97005 ("we", "us" or "our"), and _____, an individual, residing at _____ _____ ("you" or "your").

W I T N E S S E T H:

WHEREAS, we have developed a system of uniform standards, methods, merchandising, and advertising for the operation of businesses (the "Business" or "Franchised Business") that will provide the public with non-medical, in-home personal care services and facility based personal care and assisted living/residential care placement services (the "Products and Services"), and includes management programs, standards, service programs, business methods, product specifications and Marks and information (the "System") using the trade name, trademark and service mark of "Home Matters Caregiving", together with any other trade names, trademarks and services marks that we designate for use with the System (collectively, the "Marks" or "Proprietary Marks"); and

WHEREAS, in addition to the service mark "Home Matters Caregiving" and certain other Proprietary Marks, the distinguishing characteristics of the System include, among other things, uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; distinctive interior and exterior design, layout and décor; other strategies, techniques and trade secrets; and the Confidential Operations Manual (the "Manual"); and

WHEREAS, you wish to obtain the rights and license from us for the use of our System and Proprietary Marks and, in association therewith, to own and operate multiple Businesses in the area described in Attachment 1 attached hereto (hereinafter referred to as the "Development Area"), each such Business to be operated pursuant to a separate Franchise Agreement, and you understand and accept the terms, conditions and covenants set forth herein as those which are reasonably necessary to maintain our high and uniform standards of quality and service in order to protect the goodwill and enhance the public image of the System and the Proprietary Marks; and

WHEREAS, you acknowledge that this Agreement only grants you the right to develop Businesses within the Development Area and does not grant you the right or authorize you to use the System or the Proprietary Marks, which rights are only granted under the Franchise Agreement.

.

ARTICLE 1: DEVELOPMENT RIGHTS AND OBLIGATIONS

1.1 Subject to the provisions contained herein, this Agreement shall be for a term commencing on the date hereof and expiring on the last day of the last development period as defined in Attachment 2, attached hereto and incorporated herein by reference ("Minimum Development Schedule").

1.2 We retain the right, in our sole discretion and without granting any rights to you: (a) to produce, offer and sell and to grant other the right to produce, offer and sell the products offered at the Franchised Business and any other goods through similar or dissimilar channels of distribution, both within

and outside the Development Area, under the Marks and other trade and service marks and under any terms and conditions we deem appropriate; (b) to operate and to grant others the right to operate Businesses located outside the Development Area under any terms and conditions we deem appropriate and regardless of proximity to your Businesses; and (c) the right to acquire and operate a business operating one or more homecare businesses located or operating in your Development Area.

1.3 Provided you: (a) are in full compliance with the terms and conditions contained in this Agreement, including, without limitation, the development obligations contained in Section 1.4; and (b) are in full compliance with all obligations under all Franchise Agreements heretofore or hereafter entered into with us; then during the Minimum Development Schedule, we: (i) will grant to you, in accordance with the provisions of Article 2 hereof, franchises for the ownership and operation of Businesses located within the Development Area; and (ii) will not operate (directly or through an affiliate), nor grant a franchise for the operation of, any Business to be located within the Development Area, except such franchises as are granted to you.

1.4 You agree, during the term of this Agreement, that you will at all times faithfully, honestly and diligently perform your obligations hereunder and that you will continuously exert your best efforts to promote and enhance the development of Businesses within the Development Area. Without limiting the foregoing obligation, you agree to have signed leases within the Development Area for the cumulative number of Businesses at the end of each development period set forth in Section 2 of Attachment 2 hereof ("Minimum Development Schedule") and to have each such Business open and operating in accordance with the timeframes set forth in the Minimum Development Schedule. You further agree that no Business may be opened for business unless and until a Franchise Agreement for such Business has been fully executed and the initial franchise fee for such Business has been paid in full. If you fail at any time to meet any development period in the Minimum Development Schedule, we shall have the right to terminate this Agreement by delivering a notice to you stating that we elect to terminate this Agreement as a result of such failure. Such termination shall be effective upon delivery of such notice of termination. Our right to terminate this Agreement shall be our sole and exclusive remedy for your failure to meet the Minimum Development Schedule.

1.5 You acknowledge and understand that this Agreement does not confer upon you any right to use the System or the Proprietary Marks, which right may only be granted pursuant to a Franchise Agreement with us.

ARTICLE 2: GRANT OF FRANCHISES TO YOU; TERM

2.1 Subject to the provisions of Article 1 hereof, we agree to grant franchises to you for the operation of Businesses located within the Development Area, subject to the following: You shall submit to us a complete site report (containing such demographic, commercial, and other information and photographs as we may reasonably require) for each site at which you propose to establish and operate a Business and which you reasonably believe to conform to site selection criteria established by us from time to time. Such proposed site shall be subject to our prior written acceptance, which will not be unreasonably withheld. In accepting or not accepting any proposed site, we will consider such matters as we deem material, including, without limitation, demographic characteristics of the proposed site, availability of parking, neighborhood characteristics, and the size of premises, appearance, and other physical characteristics.

2.2 By delivery of written notice to you, we will accept or not accept sites proposed by you for the operation of a Business. We agree to exert our best efforts to deliver such notification to you within thirty (30) days of receipt by us of the complete site reports and other materials requested by us, containing all information reasonably required by us. If you shall have failed to obtain lawful possession of any

accepted site (through acquisition, lease, or sublease) within thirty (30) days after delivery of our acceptance thereof, we may, in our sole discretion, withdraw acceptance of such site.

2.3 Provided you shall have obtained lawful possession of any accepted site; we shall offer to you a franchise to operate a Business at such accepted site by delivering to you a Franchise Agreement in form for execution by you. Such Franchise Agreement shall be executed by you and returned to us within fifteen (15) days of our delivery thereof, together with payment of the balance of the initial franchise fee due. If you fail to execute such Franchise Agreement as above provided, we may, at our sole discretion, terminate our offer to grant to you a franchise to operate a Business at such accepted site and withdraw our acceptance of such site.

2.4 You may enter into the initial Franchise Agreement or any subsequent Franchise Agreement as required under this Agreement using a newly formed entity, such as a limited liability company, corporation or partnership, for the sole purpose of entering into a Franchise Agreement and operating the Home Matters Caregiving franchise pursuant thereto, provided that you shall also personally sign such Franchise Agreement as a principal.

2.5 Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all development rights granted hereunder shall expire on the date the last Business is opened pursuant to the Minimum Development Schedule established in Attachment 2.

2.6 Upon completion of the Minimum Development Schedule, if we determine that it is desirable to operate one or more additional Businesses in the Development Area, and provided you have timely complied with the Minimum Development Schedule and are then in compliance with all terms and conditions of all Franchise Agreements, you shall have a right of first refusal to obtain the development rights to such additional Businesses upon such reasonable terms and conditions as are then determined by us including, but not limited to, the imposition of a new Development Fee and the payment of the then-current initial franchise fees, if any, upon execution of the then-current Franchise Agreements. In such case, we shall advise you in writing of the terms and conditions for the acquisition of the development rights for such additional Businesses. You must notify us in writing within sixty (60) days of the receipt of such notice whether you wish to acquire the development rights to such additional Businesses. If you do not exercise this right of first refusal, in whole, we may, following the expiration of the sixty (60) day period, grant the development rights to such additional Businesses to any other person or persons on the same terms and conditions or we may elect to develop and construct any of such additional Businesses.

ARTICLE 3: DEVELOPMENT FEE

Concurrently with the execution of this Agreement, unless otherwise indicated on Attachment 2 hereof, you shall pay to us the sum set forth in Section 1 of Attachment 2 hereof as a non-refundable Development Fee, which shall be deemed fully earned by us upon execution of this Agreement. For the first Business to be developed hereunder, you shall execute the Franchise Agreement for such Business contemporaneously with this Agreement. Upon our collection of the Development Fee, no further development fee or initial franchise fee shall be due and payable when you execute the Franchise Agreement for each additional Business.

ARTICLE 4: TERMINATION BY US

4.1 In addition to our right to terminate under Section 1.4 hereof, we shall have the right to terminate this Agreement by delivering a notice to you stating that we elect to terminate this Agreement as a result of any of the breaches set forth below. Such termination shall be effective upon delivery of such notice of termination or, if applicable, upon failure to cure (to our satisfaction) any such breach by the expiration of any period of time within which such breach may be cured in accordance with the provisions set forth below. It shall be a material breach of this Agreement if:

(a) you make an unauthorized assignment or transfer of this Agreement or an ownership interest in you;

(b) you have made any material misrepresentation or omission in your application for the development rights conferred by this Agreement or are convicted of or plead no contest to a felony or other crime or offense that may adversely affect the goodwill associated with the Proprietary Marks;

(c) you fail to comply with any other provision of this Agreement;

(d) you fail on three (3) or more separate occasions within any consecutive twelve (12) month period to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to you;

(e) you default in the performance of any obligation under any Franchise Agreement with us, provided such default results in the termination of the Franchise Agreement; or

(f) you become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated as bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you; 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; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

You shall have the right to cure a breach under Paragraph (c) within thirty (30) days after delivery of our notice of termination.

4.2 Cross-Default. Notwithstanding anything to the contrary contained in this Agreement, the Franchise Agreement or other related or companion agreements, a breach or default by you as the multi-unit developer of any covenant or other term or condition contained in this Agreement or any other agreements, after the passage of all applicable notice and cure or grace periods, shall, at our option, be considered a default under this Agreement and the other agreements, in which event we shall be entitled (but in no event required) to apply all of our rights and remedies under the terms of this Agreement and the other agreements by reason of a default under said other agreements or hereunder. "Other agreements" means, collectively, all agreements and obligations by and between, among or by (a) you, and or for the benefit of, (b) us and any affiliate of us, including, without limitation, promissory notes. Each of the Agreement and other agreements will be cross defaulted with each other, and with all other existing and future agreements (including renewals and extensions thereof) between us and you.

ARTICLE 5: EFFECT OF TERMINATION AND EXPIRATION

5.1 All of our and your obligations under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement and until they are satisfied in full or by their nature expire.

5.2 Upon termination, transfer, or expiration of this Agreement, you agree that for a period of two (2) years, commencing on the effective date of expiration, transfer, or termination of this Agreement, you will not have any interest as an owner, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Business that offers products or services similar to those offered at the Business located or operating within the Development Area or within fifty (50) miles of any Business in the System, except for Businesses operated under Franchise Agreements granted by us to you and the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent less than five percent (5%) of that class of securities.

ARTICLE 6: ASSIGNMENT

6.1 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 Proprietary 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 Proprietary 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 Proprietary Marks, in the event that we exercise our right to assign our rights in this Agreement.

6.2 You understand and acknowledge that the rights and duties created by this Agreement are personal to you and that we have granted this Agreement in reliance upon the individual or collective character, skill, aptitude, attitude, business ability, and financial capacity of you and your owners. Therefore, this Agreement (or any interest therein) may not be voluntarily, involuntarily, directly or indirectly, assigned, sold, subdivided, subfranchised, or otherwise transferred by you (including, without limitation, in the event of death of you, by will, declaration of or transfer in trust or the laws of intestate succession), without our prior written approval, which approval may not be unreasonably withheld or delayed. Any such assignment or transfer without such approval shall constitute a breach hereof and shall convey no rights to or interest in this Agreement to such assignee. Consent to such transfer otherwise permitted or permissible as reasonable may be refused unless:

(a) All of your obligations created by this Agreement, all other franchise documents, including all Franchise Agreements, and the relationship created hereunder are assumed by the transferee.

(b) All ascertained or liquidated debts of you to us or our affiliated or subsidiary corporations are paid.

(c) You are not in default hereunder.

(d) We are reasonably satisfied that the transferee meets all of our requirements for new multi-unit operators, including but not limited to, good reputation and character, business acumen, operational ability, management skills, financial strength and other business considerations.

(e) Transferee executes or, in appropriate circumstances, causes all necessary parties to execute, our standard form of Multi-Unit Development Agreement, Franchise Agreements for all Businesses open or under construction hereunder, and such other then-current ancillary agreements being required by us of new multi-unit developers on the date of transfer.

(f) You execute a general release, in a form satisfactory to us, of any and all claims against us, our officers, directors, employees and principal stockholders of any and all claims and causes of action that you may have against us or any subsidiary or affiliated corporations in any way relating to this Agreement or the performance or non-performance thereof by us.

(g) You pay to us a transfer fee to cover our reasonable costs in effecting the transfer and in providing training and other initial assistance to transferee. The transfer fee payable hereunder shall be Five Thousand Dollars ($5,000), if the transfer is to an existing franchisee or multi-unit developer of ours, or Ten Thousand Dollars ($10,000), if the transfer is to a new multi-unit developer for the System.

6.3 Upon your death or disability, your interest in this Agreement 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 six (6) 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 6. 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.

ARTICLE 7: ENFORCEMENT

7.1 To the extent that Section 5.2 is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, or length of time, but may be made enforceable by reductions of any or all thereof, you and we agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought.

7.2 If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and we shall have the right, in our sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. You 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, or any specification, standard or operating procedure prescribed by us, any portion or portions which a court may hold to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such court order. Such modifications to this

Agreement shall be effective only in such jurisdiction unless we elect to give them greater applicability and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

7.3 We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Whenever this Agreement requires our prior approval or consent, you shall make a timely written request therefor, and such approval shall be obtained in writing.

7.4 We make no warranties or guarantees upon which you may rely and assume no liability or obligation to you by granting any waiver, approval, or consent to you, or by reason of any neglect, delay, or denial of any request therefor. Any waiver granted by us shall be without prejudice to any other rights we may have, will be subject to our continuing review, and may be revoked, in our sole discretion, at any time and for any reason, effective upon delivery to you of ten (10) days' prior written notice.

7.5 We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to determine this Agreement prior to the expiration of its term) by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal, or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure, or omission by us to exercise any right, power, or option, whether of the same, similar or different nature, with respect to any Business or any development or franchise agreements therefor; any grant of a Franchise Agreement to you; or the acceptance by us of any payment from you after any breach of this Agreement.

7.6 Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (i) compliance with any law, ruling, order, regulation, requirement, or instruction of any federal, state, or municipal government or any department or agency thereof; (ii) acts of God; (iii) acts or omissions of the other party; (iv) fires, strikes, embargoes, war, or riot; or (v) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

7.7 Nothing herein contained shall bar our right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause us loss or damages under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. You agree that we may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law.

7.8 Our and your rights hereunder are cumulative and no exercise or enforcement by us or you of any right or remedy hereunder shall preclude the exercise or enforcement by us or you of any other right or remedy hereunder or which we or you are entitled by law or equity to enforce.

7.9 This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest, and shall not be modified except by written agreement signed by both you and us.

7.10 The preambles and attachments(s) are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of 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.

7.11 Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

7.12 The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs.

7.13 The term "Multi-Unit Developer" as used herein is applicable to one (1) or more persons and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two (2) or more persons are at any time Multi-Unit Developer hereunder, their obligations and liabilities to us shall be joint and several.

7.14 This Agreement may be executed in multiple copies, each of which shall be deemed an original.

7.15 Time is of the essence of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION; GOVERNING LAW

8.1 (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 or mediation 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) With respect to any claims, controversies or disputes which are not finally resolved through arbitration, or as otherwise provided above, you hereby irrevocably submit yourself to the jurisdiction of the state courts of Arizona and the federal district court for the district in which our headquarters is located. 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 you 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.

(c) You and we acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 8.1(b) 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.

8.2 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 8.2]

8.3 You 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 agree that in the event of a dispute, you and the controlling principals 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 8.3]

8.4 With respect to actions described in Section 7.7 above and any other actions not subject to arbitration under Section 8.1 above, you and we agree that any action arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in a state or federal court of competent jurisdiction in the State of Arizona. You irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction or venue of such court.

8.5 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.

8.6 In no event will you make any claim, whether directly, by way of setoff, counterclaim, defense or otherwise, for money damages or otherwise, by reason of any withholding or delaying of any consent or approval by us. Your sole remedy for any such claim is to submit it to arbitration as described in this Agreement and for the arbitrator to order us to grant such consent.

8.7 Each provision of this Article 8, together with the provisions of Article 7, will be deemed to be self-executing and continue in full force and effect subsequent to and notwithstanding the expiration, termination, setting aside, cancellation, rescission, unenforceability or otherwise of this Agreement (or any part of it) for any reason, will survive and will govern any claim for rescission or otherwise. Each provision of this Agreement will be construed as independent of, and severable from, every other provision; provided that if any part of this Agreement is deemed unlawful in any way, the parties agree that such provision will be deemed interpreted and/or modified to the minimum extent necessary to make such provision lawful or, if such construction is not permitted or available, the remainder of this Agreement will continue in full force

and effect. Each party reserves the right to challenge any law, rule or judicial or other construction which would have the effect of varying or rendering ineffective any provision of this Agreement.

8.8 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.

8.9 To the extent not inconsistent with applicable law, this Agreement and the offer or sale of this Agreement shall be governed by the substantive laws (and expressly excluding the choice of law) of the State of Arizona.

8.10 You and we agree that any action arising out of or relating to this Agreement (including, without limitation, the offer and sale of this Agreement) shall be instituted and maintained only in a state or federal court of general jurisdiction in the State of Arizona, and you irrevocably submit to the jurisdiction of such court and waive any objection you may have to either the jurisdiction or venue of such court.

ARTICLE 9: INDEPENDENT CONTRACTORS; INDEMNIFICATION

9.1 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 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.

9.2 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 premises established for the purposes hereunder and on all letterhead, business cards, forms, and as further described in the 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 Business 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.

9.3 You understand and agree 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 assume no liability for, nor shall be deemed liable by reason of, any act or omission of yours or any claim or judgment arising therefrom. You shall indemnify and hold us and our officers, directors, and employees harmless against any and all such claims arising directly or indirectly from, as a result of, or in connection with your activities hereunder, as well as the cost, including reasonable attorneys' fees, of defending against them, except that the foregoing shall not apply to infringement actions regarding the Marks which are caused solely by our actions or actions caused by the negligent acts of us or our agents.

ARTICLE 10: 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.

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

SENIOR HEALTHCARE INVESTMENTS, LLC:

By:_____
Name:_____
Title:_____

MULTI-UNIT DEVELOPER

_____
Name:_____

ATTACHMENT 1

DEVELOPMENT AREA

The Development Area referred to in Article 1 of the captioned agreement shall be:

_____

_____

_____

SENIOR HEALTHCARE INVESTMENTS, LLC:

By:_____
Name:_____
Title:_____

MULTI-UNIT DEVELOPER

_____
Name:_____

ATTACHMENT 2

DEVELOPMENT FEE AND MINIMUM DEVELOPMENT SCHEDULE

SECTION 1

The Development Fee referred to in Article 3 of the captioned agreement shall be _____ Thousand Dollars ($_____). The Development Fee is calculated as Fifty-Two Thousand Dollars ($52,000) for the first Business to be developed hereunder, plus Twenty-Six Thousand Dollars ($26,000) multiplied by the total number of Businesses to be developed after the first, pursuant to this Agreement.

The minimum development commitment is three Businesses, and the minimum development fee is $104,000. The minimum development area will contain a population of up to approximately 600,000 people. In our sole discretion, we may allow you to purchase a larger development area, and the development fee will increase by $0.25 for each additional individual over 600,000.

The Development Fee shall be paid in a lump sum by you to us upon your execution of this Agreement. The Development Fee is not refundable under any circumstances, is fully earned by us upon execution of this Agreement and will not be credited against any other fees you may pay to us pursuant to this Agreement or any Franchise Agreement.

SECTION 2

You agree to have signed leases for the following cumulative number of Businesses at the end of each Development Period and to have each Business open and operating by the last date of the applicable Development Period:

Business #	Last Date of Development Period

The first Development Period commences on the date of the captioned agreement and expires on the date shown; each subsequent Development Period commences on the date succeeding the last day on the preceding Development Period and expires on the date shown.

MULTI-UNIT DEVELOPER

_____
Name:_____

SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
Name:_____
Title:_____

EXHIBIT D

FINANCIAL STATEMENTS

SENIOR HEALTHCARE INVESTMENTS, LLC

* * * * * * * * * *

FINANCIAL STATEMENTS

* * * * * * * * * *

DECEMBER 31, 2024 and 2023

SENIOR HEALTHCARE INVESTMENTS, LLC
FINANCIAL STATEMENTS

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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, 2024 and 2023, 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, 2024 and 2023, 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.

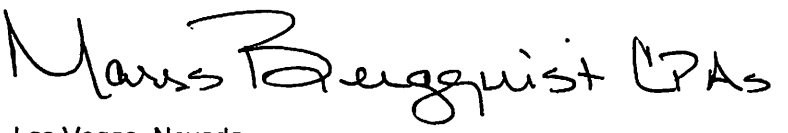
Auditor's Responsibilities for the Audit of the Financial Statements

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 7, 2025

SENIOR HEALTHCARE INVESTMENTS, LLC
BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

	2024	2023
ASSETS		
Current Assets		
Cash	$ 191,234	$ 30,404
Accounts receivable	111,021	45,577
Prepaid expense	15,932	22,489
Due from related party	55,830	-
Total Current Assets	374,017	98,470
Other Assets		
Contract assets	1,533,632	1,429,841
	1,533,632	1,429,841
Total Assets	$ 1,907,649	$ 1,528,311
LIABILITIES AND MEMBERS' DEFICIT		
Current Liabilities		
Accounts payable	$ 202,019	$ 8,898
Accrued expenses	65,951	61,675
Due to member	38,300	-
Due to related party	60,700	-
Total Current Liabilities	366,970	70,573
Deferred Franchise Fees	2,216,582	2,039,506
Total Liabilities	2,583,552	2,110,079
Members' Deficit	(675,903)	(581,768)
Total Liabilities and Members' Deficit	$ 1,907,649	$ 1,528,311

See accompanying notes

SENIOR HEALTHCARE INVESTMENTS, LLC
STATEMENTS OF INCOME AND EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Revenue		
Royalty fees	$ 397,228	$ 179,457
Franchise fees	376,723	332,964
Subscription fees	264,121	64,289
	1,038,072	576,710
Cost of Revenue		
Commissions	418,434	270,943
	418,434	270,943
Gross Profit	619,638	305,767
Operating Expenses		
Professional fees	196,859	180,475
Salaries	137,248	168,078
Computer and internet	132,439	107,084
Advertising	108,943	71,158
Insurance	74,236	13,861
Travel and entertainment	21,222	59,199
Interest	13,996	4,704
Payroll taxes	11,424	17,598
Office expense	9,960	6,058
Dues and subscriptions	3,986	3,376
Payroll service fee	3,584	1,319
Rent	3,116	12,672
Taxes and licenses	2,914	5,975
Bad debt	1,625	-
Continuing education	495	161
Telephone	335	454
Bank fees	130	3
Postage and shipping	25	87
Auto expense	16	150
	722,553	652,412
Loss from Operations	(102,915)	(346,645)
Other Income		
Other income	8,780	-
Net Loss	$ (94,135)	$ (346,645)

SENIOR HEALTHCARE INVESTMENTS, LLC
STATEMENTS OF CHANGES IN MEMBERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	MEMBERS' DEFICIT
Balance December 31, 2022	$ (235,123)
Contributions	-
Distributions	-
Net Loss	(346,645)
Balance December 31, 2023	(581,768)
Contributions	-
Distributions	-
Net Loss	(94,135)
Balance December 31, 2024	$ (675,903)

See accompanying notes

SENIOR HEALTHCARE INVESTMENTS, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Cash Flows from Operating Activities		
Net Loss	$ (94,135)	$ (346,645)
Adjustments to reconcile net loss to net cash provided by (used for) operating activities:		
(Increase)/Decrease in assets:		
Receivables	(65,444)	(32,329)
Prepaid expenses	6,557	(3,133)
Contract assets	(103,791)	(652,381)
Increase/(Decrease) in liabilities:		
Accounts payable	193,120	2,164
Accrued expenses	4,276	47,771
Deferred franchise fees	177,077	934,537
Net Cash Provided by (Used for) Operating Activities	117,660	(50,016)
Cash Flows from Investing Activities		
Borrowings from member	38,300	-
Net borrowings from related party	4,870	-
Net Cash Provided by Investing Activities	43,170	-
Net Increase/(Decrease) in Cash	160,830	(50,016)
Cash- Beginning of Year	30,404	80,420
Cash- End of Year	$ 191,234	$ 30,404
Supplemental Cash Flow Information:		
Cash paid during the year for:		
Interest	$ 13,996	$ 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.

NOTE 1 - Summary of Significant Accounting Policies (continued)

Lease policies:

The Company has adopted Accounting Standards Update (ASU) 2016-02, *Leases* (ASC Topic 842) and subsequent amendments. This 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, 2024 and 2023.

The Company has elected to apply the short-term lease exemption for leases with a term of 12 months or less. Lease costs for short-term leases are expensed on a straight-line basis over the term of the lease with no lease asset or liability recognized.

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 consists primarily of royalty and subscription fees due from franchised units and area representatives. Management's policy is to reserve an allowance estimate based on a review of historical losses on the aging of receivables and adjusted for management's assessments of current conditions, reasonable and supportable forecasts of future events and any other factors deemed relevant by the Company. The Company considers accounts receivable to be fully collectible. Accordingly, no allowance for credit losses has been recorded as of December 31, 2024 or 2023. The Company writes off receivables when there is information that indicates that there is no possibility of recovery. The Company wrote off $1,625 for the year ended December 31, 2024.

The aging of accounts receivable is as follows:

	2024	2023
Under 30 days	$ 111,021	$ 40,952
30 – 90 days	-0-	1,241
Over 90 days	-0-	3,384
	$ 111,021	$ 45,577

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 (continued)

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, 2024 and 2023.

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 7, 2025, 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, 2024 and 2023.

Contract Balances

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

	2024	2023
Contract assets at the beginning of the year	$ 1,429,841	$ 777,460
Commission expense recognized during the year	(186,369)	(94,369)
New commission capitalized during the year	290,160	746,750
Contract asset at the end of the year	$ 1,533,632	$ 1,429,841

NOTE 2 – Franchise Agreements (continued)

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

Estimate for fiscal year:

2025.....	$ 218,609
2026.....	218,609
2027.....	218,609
2028.....	218,609
2029.....	218,609
Thereafter.....	440,587
	$ 1,533,632

	2024	2023
Deferred franchise fees at the beginning of the year	$ 2,039,506	$ 1,104,969
Franchise fee revenue recognized during the year	(266,564)	(133,953)
New deferred franchise fees received during the year	443,640	1,068,490
Deferred franchise fees at the end of the year	$ 2,216,582	$ 2,039,506

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

Estimate for fiscal year:

2025.....	$ 360,124
2026.....	310,324
2027.....	310,324
2028.....	310,324
2029.....	310,324
Thereafter.....	615,162
	$ 2,216,582

NOTE 3 – Related Party Transactions

A member of the company has advanced $38,300 to the Company as of December 31, 2024. The advance bears no interest and has no repayment plan.

An LLC owned by one of the members of the Company has advanced $60,700 to the Company as of December 31, 2024. The advance bears no interest and has no repayment plan.

The Company has advanced $55,830 as of December 31, 2024, to an LLC that is 50% owned by the members of the Company. The advance bears no interest and has no repayment plan.

NOTE 4 – 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 $3,116 and $12,672 for the years ended December 31, 2024 and 2023, respectively.

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

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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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EXHIBIT E

OPERATIONS MANUAL TABLE OF CONTENTS

Master Table of Contents

Section 1: Services Provided, OAR 333-536-0045	**Policy Number**
1. Service Area and Exception	1.1.0
2. Licensure Classification	1.2.0
3. Models of Care	1.3.0
4. Services Provided	1.4.0
5. Nursing Services	1.5.0
a. Delegations	1.5.1
b. Skin Care	1.5.2
c. Foot Care	1.5.3
6. Operating/Service Hours	1.6.0
7. Contracted Services	1.7.0
8. Office Compliance with Regulations	1.8.0

Section 2: Organization and Administration OAR 333-563-0050	**Policy Number**
1. Organization and Administration	2.1.0
2. Business Development	2.2.0

Service Plan, OAR 333-536-0065	Policy Number
3. Intake Process	2.3.0
4. Assessment	2.4.0
5. Supervision of Services: Initial, monitoring and quarterly visits	2.5.0
6. Service Agreements	2.6.0

Disclosure, Screening and Acceptance of Clients, OAR 333-536-0555	Policy Number
7. Disclosure Statement	2.7.0
8. Billing and Payments	2.8.0

Section 3: Medication Services, OAR 333-536-0075	**Policy Number**
1. Medication services	3.1.0
2. HIPAA Compliance	3.2.0
3. Medication setup by client representative	3.3.0
4. Physician orders for medications, treatments and changes	3.4.0
5. Controlled Substances	3.5.0
6. Safe storage of medications	3.6.0
7. Medication Administration Documentation	3.7.0
8. Medication Training Policy	3.8.0
9. Medication Errors	3.9.0

Section 4: Client Care and Service Delivery	**Policy Number**
Client Records and Privacy, OAR 333-536-0085	
1. Client and Personnel Records	4.1.0
Client Rights and Complaints, OAR, 333-536-0060	Policy Number
2. Client Rights and Responsibilities	4.2.0
3. Client Complaints and Grievances	4.3.0
4. Client Abuse	4.4.0
5. Client Incident Reporting and Investigation	4.5.0
6. Client Change of Condition and notification of change in service	4.6.0
7. Client Withdrawal/ Cancellation of Services	4.7.0
8. Client Emergencies	4.8.0
a. Client failure to answer door	4.8.1
9. Driving Liability	4.9.0
10. Legal financial	4.10.0

Section 5: Caregiver Qualifications, OAR 333-536-0070	**Policy Number**
1. Employee Job Descriptions	5.1.0
a. Administrator	
b. Assistant Administrator	
c. Caregiver	
d. Clinical Director	
e. Client Services/ Business Development	
f. Community Relations Manager	
g. General Manager Job	
h. Lead Caregiver Job	
i. Management Potential Trainee	
j. Registered Nurse	
k. Scheduling Coordinator	
l. Weekend Manager	
m. Weekday manager	

Section 5: Continued	**Policy Number**
2. Recruiting	5.2.0
3. Screening	5.3.0
4. Orientation Process	5.4.0
5. Continuing Educational Units	5.5.0
6. Payroll	5.6.0
a. Paid time off policy	5.6.1
7. Caregiver Performance Evaluations	5.7.0

Section 6: Scheduling Caregivers	**Policy Number**
1. Scheduling	6.1.0

Section 7: Quality Improvement, OAR 333-536-0090	**Policy Number**
1. Quality Improvement	7.1.0
2. Disciplinary Action Process	7.2.0
3. Caregiver Recognition	7.3.0

Section 8: Health and Safety	**Policy Number**
1. Employee Safety	8.1.0
2. Home Environment Safety	8.2.0
3. Violence and Threats of Violence	8.3.0
4. Emergencies and Environmental Disasters	8.4.0
5. Infection and Exposure Control	8.5.0
6. Food Safety	8.6.0

Section 9: Forms (Listed Alphabetically)

A:

- Accident/Incident Report
- Advance Directive – Polst Info
- Agency Contact Information
- Aging and Nutrition
- Apartment Key Authorization
- Application for Employment/ Resume

B:

- Blood Pressure Logs
- Background Checks

C:

- Call Log for After Hours
- Capillary Blood Glucose Monitoring Form
- Certificates of Completion for Training
- ClearCare Telephony Instructions
- Client Emergency Plan
- Client Information
- Client Rights
- Code of Ethics
- Complaint and Grievance Form
- Confidentiality Agreement
- Controlled Substance Count Sheet

D:

- Daily Care Notes
- Delegation Form
    - Capillary Blood Glucose, CBG
    - Insulin
    - Lovonox Injections
    - Wound Care
- Delegation Rescind Notice
- Disclosure Statement
- Doctor's Visit Summary

E:

- Employee Disciplinary Record
- Employee File Checklist
- Employee Handbook
- Expense Report

F:

- Fax Sheet (Blank)
- Fax Sheet Request for Medications

G:

H:

- HIPAA fax Consent
- Home Care Pulse Letter- Caregivers

- Home Care Pulse Letter – Clients

Section 9 Continued:

I:

- I-9
- In Home Client Binder Cover
- Intake Evaluation
- Interview Questions

J:

- Job Descriptions
    - Administrator
    - Assistant Administrator
    - Caregiver
    - Clinical Director
    - Client Services/ Business Development
    - Community Relations Manager
    - General Manager
    - Lead Caregiver
    - Management Potential Trainee
    - Registered Nurse
    - Scheduling Coordinate
    - Weekend Manager
    - Weekday manager

K:

L:

- Levels of Licensure

M:

- Mandatory Abuse Reporting Notice
- Medical Terminology
- Medication Administration Record, MAR
- Medication Administration Record, PRN
- MAR Correction Form
- Medication Error Form
- Marketing Event Request
- Medication Return Demonstration
- Medication Setup Agreement
- Medication Inspection and Observation, 90 day review From
- Mileage Log
- Mission, Vision, Values

N:

- Nursing Assessment

O:

- Offer Letter
- Organizational Chart
- Orientation Agenda
- Orientation Hand Out Acknowledgement Form
- Orientation and Training Checklist

Section 9 Continued:

P:

- Personal Information and Emergency Contact- Caregivers
- Performance Reviews
- Pill Box Information Card
- Pressure Points and Positioning for Preventive Skin Care
- Proper Body Mechanics
- Proper Bed Positioning

Q:

R:

- Rate Sheet Calaroga
- Rate Sheet Courtyard
- Rate Sheet Main Office
- Release of Medication Information

S:

- Saif, 801 Employee Injury Form
- Self-Direct Evaluation
- Service Agreement
- Services of Home Matters Caregiving
- Sexual Harrassment
- Shift Preparedness: How do I get my schedule, how am I prepared for my client…
- Six Rights of Clients
- Skills Evaluation / Assessment Checklist - Caregivers
- Sleep Exemption Form
- Standards for Professional Conduction
- Supervisory Visit

T:

- Time Sheet
- The Six Rights
- Toileting Frequency Form
- Training Form

U:

V:

W:

- W-4
- We're Hiring! – Referral Bonus
- Why Choose In Home Care

X:

Y:

Z:

EXHIBIT F

FRANCHISED OUTLETS

(as of December 31, 2024)

Arizona
Mom and Dad Home Care, LLC (Chandler, AZ) Chaitanya Kocherlakota and Neha Bedi 1299 East Carob Drive, Gilbert, Arizona, 85298 (602) 653-8984
Mom and Dad Home Care, LLC (Gilbert, AZ) Chaitanya Kocherlakota and Neha Bedi 1299 East Carob Drive, Gilbert, Arizona, 85298 (602) 653-8984
Senior Care Providers, LLC* David Endre - (Mesa, AZ) 4640 Arville St, Ste G, Las Vegas, NV 89013 317-997-8804
Senior Care Providers, LLC* David Endre - (North Scottsdale, AZ) 4640 Arville St, Ste G, Las Vegas, NV 89013 317-997-8804
Mom and Dad Home Care, LLC (Queen Creek, AZ) Chaitanya Kocherlakota and Neha Bedi 1299 East Carob Drive, Gilbert, Arizona, 85298 (602) 653-8984*Area Developers
Senior Care Providers, LLC* David Endre – (West Phoenix, AZ) 4640 Arville St, Ste G Las Vegas, NV 89013 (317) 997-8804
California
Kanakepi, LLC (Orange Coast, CA) Sean and Debra Souza 804 Oakwood Ave, Glendora, CA 91741 562-848-2273
Kristi & Jourdan Edwards (San Luis Obispo, CA) 102 E. Branch Street, Ste G, Arroyo Grande, CA 93420 (805)710-7279
Connecticut
White Antler LLC (Gold Coast, CT) Asha Scher 2389 Main Street, Suite 100, Glastonbury, Connecticut, 06033 (914)334-3573

Georgia
Jamjar, LLC* Howard Brener – (North Atlanta, GA) 2874 Dorby Close NE Brookhaven, GA 30319 (678) 939-6539
Ohio
Brad Pierce – (Cincinnati, OH) 6805 Sorrel Lane, Cincinnati, OH 45243 (513) 368-2142
GFM Home Care, LLC* (Cleveland, OH) Gary McGuirk 55 Old Clairton Rd, Suite 105, Pittsburgh, PA 15236 (412) 576-3187
Pennsylvania
GFM Home Care, LLC* (Philadelphia, PA) Gary McGuirk 55 Old Clairton Rd, Suite 105, Pittsburgh, PA 15236 (412) 576-3187
GFM Home Care, LLC* (Pittsburgh, PA) Gary McGuirk 55 Old Clairton Rd, Suite 105, Pittsburgh, PA 15236 (412) 576-3187
Texas
Family First Holdings, Inc* Tyson Queen – (South Houston, TX) 1825 Hodges Street Lake Charles, LA, 70601 (713) 724-3612
KRNC, LLC Keith Credo – (West Houston TX) 1154 W 17th St, Houston, TX 77008 (832) 371-6600

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

(as of December 31, 2024)

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

None.

SIGNED, NOT OPENED FRANCHISEES
(as of December 31, 2024)

Blessing and Samual Alobo
1238 Roger Avenue, Union, New Jersey 07083
908-641-9555

Matt Yetter and Tamara Alfonso
10478 Southwest, Mount Adams Drive, Beaverton, Oregon, 97007
503-750-9690

Tim Dagostine
325 Long Cove Trail Salem, SC 29676
304-541-3031

Francine Ruth
1502 Sweet Cherry Lane, Lebanon, Tennessee 37087
216-470-3389

EXHIBIT G

STATE ADDENDUM

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 Initial Franchise Fees owed to Franchisor/affiliate will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee 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.

ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018.)

YOU MUST COMPLETE TRAINING WITHIN 30 DAYS OF SIGNING THE FRANCHISE AGREEMENT AND COMMENCE BUSINESS OPERATIONS WITHIN 90 DAYS OF SIGNING THE FRANCHISE 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 FRANCHISE AGREEMENT and MUTLI-UNIT DEVELOPMENT AGREEMENT

Illinois law governs the Agreements.

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

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

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

4. 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.

ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018.)

YOU MUST COMPLETE TRAINING WITHIN 30 DAYS OF SIGNING THE FRANCHISE AGREEMENT AND COMMENCE BUSINESS OPERATIONS WITHIN 90 DAYS OF SIGNING THE FRANCHISE 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 20 of the Franchise 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 Franchise Agreement and Multi-Unit Development Agreement. The amendments to the Franchise Agreement and Multi-Unit Development Agreement included in this addendum have been agreed to by the parties.

1. The provision contained in the termination sections of the Franchise Agreement and Multi-Unit Development 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 Franchise Agreement and Multi-Unit Development Agreement are hereby amended accordingly.

3. The Franchisee Agreement, Attachment 1 and the Franchise Disclosure Document, Acknowledgment Statements 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 Franchise Agreement and Multi-Unit Development Agreement are hereby amended accordingly.

5. Item 17 of the Franchise Disclosure Document and the appropriate sections of the Franchise Agreement and Multi-Unit Development Agreement are amended to state:

"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, Article 8 of the Franchise Agreement, and Article 3 of the Multi-Unit Development 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 franchisees shall be deferred until we complete our pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by multi-unit developers shall be deferred until the first franchise under the multi-unit development agreement opens."

7. Franchise Agreement, Article 21 and Multi-Unit Development Agreement, Article 7 are amended to state:

"The integration clause/entire agreement to clarify that nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the franchise disclosure document."

8. Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

9. 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.

10. Exhibit I (Franchisee Acknowledgement Statement) of the Franchise Disclosure Document does not apply to Maryland franchisees and Maryland franchisees should not complete, sign or respond to any of the questions contained in the Questionnaire.

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

By:_____
Name:_____
Title:_____

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 a franchise agreement, from settling any and all claims.

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

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

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

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

If the 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 _____, 20__, and effectively amends and revises said Disclosure Document, Franchise Agreement and Multi-Unit Development Agreement as follows:

1. Item 13 of the Disclosure Document and Article 7 of the Franchise 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, Articles 4 and 17 of the Franchise Agreement and Article 4 of the Multi-Unit Development 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, Article 20 of the Franchise Agreement and Article 8 of the Multi-Unit Development 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, Articles 4 and 16 of the Franchise Agreement and Article 6 of the Multi-Unit Development 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 20 of the Franchise Agreement and Section 8.2 of the Multi-Unit Development Agreement are hereby amended to comply with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Article 20 of the Franchise Agreement and Section 8.5 of the Multi-Unit Development 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 20 of the Franchise Agreement and Section 7.7 of the Multi-Unit Development Agreement are hereby amended accordingly.

9. Items 5 and 7 of the Franchise Disclosure Document, and the Fees sections of the Franchise Agreement, are hereby amended to state that in the State of Minnesota we will defer payment of the initial franchise fees and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

10. 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 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 with the franchise.

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
Name:_____
Title:_____

FRANCHISEE:

By:_____
Name:_____
Title:_____

ADDENDUM TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT REQUIRED 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:
_____

By:_____
Name:_____
Title:_____

FRANCHISOR:
SENIOR HEALTHCARE INVESTMENTS, LLC

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM TO THE DISCLOSURE DOCMENT AND FRANCHISE AGREEMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for 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 franchise agreement and development 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 Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

No 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:_____

FRANCHISEE:

By:_____
Name:_____
Title:_____

DISCLOSURES REQUIRED BY SOUTH CAROLINA LAW

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.

EXHIBIT H

Area Representatives active as of December 31, 2024

If we have an Area Representative in your geographic area and the Area Representative provided us information, we provide that Area Representative's information below.

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

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

ALABAMA, ARKANSAS, MISSISSIPPI, AND TEXAS	
Area Representative Name/Address/Phone	**Territory**
Family First Investments, LLC Tyson Queen 1825 Hodges Street Lake Charles, LA, 70601 (713) 724-3612	The States of Alabama, Arkansas, Mississippi, and Texas.

FLORIDA AND CERTAIN COUNTIES OF CALIFORNIA	
Area Representative Name/Address/Phone	**Territory**
EquityReach Mortgage Solutions, DBA Synergy Solutions Mark Frassica 567 Camino Mercado, Suite C Arroyo Grande, CA 93420 (805)440-8173	Counties in California around San Francisco, San Diego and Los Angeles, and the State of Florida.

CERTAIN COUNTIES OF OHIO AND KENTUCKY	
Area Representative Name/Address/Phone	**Territory**
Brad Pierce 6805 Sorrel Lane Cincinnati, OH 45243	Counties around South Western Ohio and Northern Kentucky.

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

CONNECTICUT, MASSACHUSETTS	
Area Representative Name/Address/Phone	**Territory**
Gary Rosenfeld 49A Middle River Rd Danbury, CT 06811 (203) 216-6173	States of Connecticut and Massachusetts

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

PENNSYLVANIA AND CERTAIN COUNTIES OF OHIO	
Area Representative Name/Address/Phone	**Territory**
GFM Advisory Group, LLC Gary McGuirk 55 Old Clairton Rd, Suite 105 Pittsburgh, PA 15236 (412) 576-3187	The State of Pennsylvania and Counties around Northern Ohio.

NORTH CAROLINA	
Area Representative Name/Address/Phone	**Territory**
Home Matters Of NC, Inc Jim Cahill 745 NE 19 Place, Cape Coral FL 33909 (239)565-0914	State of North Carolina.

CERTAIN COUNTIES OF MICHIGAN	
Area Representative Name/Address/Phone	**Territory**
RJW PROJECTS, LLC Peter and AJ Wilhelm 99 Ainslie Street Unit 3 Brooklyn, NY 11211 (503)747-9444.	Certain counties of Michigan

Area Representative Who Left the System
(As of December 31, 2024)

None

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

Please do not sign if the franchisee is a Maryland or Washington resident or if the franchised business is in the state of Maryland or Washington.

EXHIBIT I

FRANCHISEE ACKNOWLEDGMENT STATEMENT

Franchisee hereby acknowledges the following:

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

_____
Initial

2. Franchisee 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 Franchisee and its efforts as an independent business operation.

_____
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise 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.

_____
Initial

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

_____
Initial

5. Franchisor expressly disclaims the making of, and Franchisee 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 the Franchise Agreement.

_____
Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. Franchisee acknowledges that it has received the Senior HealthCare Investments, LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

_____
Initial

8. Franchisee 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 Franchisee with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

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

_____
Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE SENIOR HEALTHCARE INVESTMENTS, LLC, AND ANY OF THE ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES 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 THE FRANCHISE 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

Acknowledged this day of _____.

PRINCIPAL:

_____
Signature
Name:_____

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

STATE EFFECTIVE DATES

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 stated below:

State	Effective Date
Hawaii	*Pending*
Illinois	*Pending*
Indiana	*Pending*
Maryland	*Pending*
Michigan	*Pending*
Minnesota	**June 10, 2025**
New York	*Pending*
North Dakota	**April 22, 2025**
Rhode Island	*Pending*
South Dakota	*Pending*
Virginia	**July 10, 2025**
Wisconsin	*Pending*

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

EXHIBIT J
RECEIPT

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

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

New York 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 12725 SW Millikan Way, Suite 300 Beaverton, OR 97005 (800) 298-5140	Jeffrey Giedt 12725 SW Millikan Way, Suite 300 Beaverton, OR 97005 (800) 298-5140

Issuance Date: April 17, 2025
I received a Disclosure Document dated April 17, 2025 that included the following Exhibits:

EXHIBIT A: List of State Franchise Administrators and Agents for Service of Process
EXHIBIT B: Franchise Agreement
EXHIBIT C: Multi-Unit Development Agreement
EXHIBIT D: Financial Statements
EXHIBIT E: Operations Manual Table of Contents
EXHIBIT F: Franchised Outlets
EXHIBIT G: State Addenda
EXHIBIT H: Item 2, 3, and 4 Disclosure for Area Representatives
EXHIBIT I: Franchisee Acknowledgment Statement
State Effective Dates
EXHIBIT J: Receipt

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 J
RECEIPT

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

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

New York 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.

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EXHIBIT C: Multi-Unit Development Agreement
EXHIBIT D: Financial Statements of Senior HealthCare Investments, LLC
EXHIBIT E: Operations Manual Table of Contents
EXHIBIT F: Outlets as of the date of this Disclosure Document
EXHIBIT G: State Addenda
EXHIBIT H: Item 2, 3, and 4 Disclosure for Area Representatives
EXHIBIT I: Franchisee Acknowledgment Statement
State Effective Dates
EXHIBIT J: Receipt

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

Print Name: _____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

KEEP FOR YOUR RECORDS