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Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT

MyElder™	DHH Group, Inc. A New York Corporation 10 Bond Street, #446 Great Neck, New York 11021-2409 Phone: 877-299-7502 / Fax: 212-202-4825 info@MyElder.com www.MyElder.com

As a franchisee, you operate a My Elder® consulting firm that offers elder care comprehensive advisory services to the elderly and their families that include, but are not limited to, elder advocacy using the needs assessment as a tool to support preventing elder housing evictions, elder placement services, elder care crisis management, elder care home care planning, elder care long term care planning, elder care monitoring, preventing elder abuse and neglect, and long distance caregiving. Franchisees are paid by the clients and therefore are not responsible for communication with insurance companies for remuneration.

The total investment necessary to begin operation of a My Elder® franchised business is from $71,250-$175,600. This includes $59,500 - $125,000 that must be paid to the Franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, 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 the Franchise Administration Department of DHH Group, Inc., 10 Bond Street, #446, Great Neck, New York 11021-2409, 877-299-7502 or chalpern@MyElder.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information on franchising. 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: January 30, 2019 amended as of July 10, 2019.

STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit "A" for information about Franchisor, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION AND LITIGATION ONLY IN NEW YORK. OUT-OF-STATE ARBITRATION AND LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN NEW YORK THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT PROVIDES THAT NEW YORK LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS MOST RECENT FINANCIAL STATEMENTS (SEE ITEM 21, EXHIBIT C), CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.

4. A FRANCHISEE'S INITIAL INVESTMENT OF FROM $71,250- $175,600 EXCEEDS THE FRANCHISOR'S SHAREHOLDERS' DEFICIT OF $(224,247) AS OF DECEMBER 31, 2018. A PROSPECTIVE FRANCHISEE SHOULD TAKE THIS FACTOR INTO CONSIDERATION WHEN DECIDING WHETHER TO PURCHASE A FRANCHISE.

5. YOU MUST MAKE ADVERTISING, AND OTHER PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.

6. YOU MUST PURCHASE ALL OR NEARLY ALL OF THE INVENTORY OR SUPPLIES THAT ARE NECESSARY TO OPERATE YOUR BUSINESS FROM THE FRANCHISOR, ITS AFFILIATES, OR SUPPLIERS THAT THE FRANCHISOR DESIGNATES, AT PRICES THE FRANCHISOR OR THEY SET. THESE PRICES MAY BE HIGHER THAN PRICES YOU COULD OBTAIN ELSEWHERE FOR THE SAME OR SIMILAR GOODS. THIS MAY REDUCE THE ANTICIPATED PROFIT OF YOUR FRANCHISE BUSINESS.

7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

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EXHIBITS:

Item 5
INITIAL FEES

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.

In the State of Illinois, all fees are deferred until all initial obligations owed the Franchisee by the Franchisor or affiliates have been completed and the Franchisee has commenced doing business/opened for business. This deferral has been imposed by the Illinois Attorney General's Office based on the Franchisor's financial condition.

In California payment of the initial franchise fee is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business.

In the State of Minnesota, we will defer the payment of the initial franchise fee and any other initial payment 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.

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.

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

In the State of Washington, 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.

Initial Franchise Fee

You must pay us an Initial Franchise Fee (the "Initial Franchise Fee") in a lump sum when you sign the Franchise Agreement. Our standard Initial Franchise Fee is $59,500 for one (1) Franchised My Elder® Consulting Firm. If you buy 2 units and sign 2 Franchise Agreements at the same time, you must pay us an Initial Franchise Fee of $99,500. If you buy 3 units and sign 3 Franchise Agreements at the same time, you must pay us an Initial Franchise Fee of $125,500.

The Initial Franchise Fee is fully earned when paid and is not refundable under any circumstances, except if we determine that you (or your managing owner) cannot complete the initial training program to our satisfaction, we may terminate the Franchise Agreement, in which event we will keep two thirds (2/3) of the Initial Franchise Fee and return the other one third (1/3) to you, provided that you sign our required form of release of claims. Also, if you are unable to get the necessary business permits or licenses through no fault of your own, within sixty (60) days, either one of us can terminate the Franchise Agreement, and we will keep two thirds (2/3) of the Initial Franchise Fee and return the other 1/3 to you, provided that you sign our required form of release of claims.

You will pay us $2,000 for the cost of the marketing packet which contains 2 sets of one thousand branded business cards, branded letterhead art ready to personalize, branded brochure art and contents ready to personalize, and blog content to personalize.

Webpage and Database Set-Up

We provide you with a webpage and the initial set-up of your database during the initial training program. You pay us or our affiliate a $500 non-refundable fee for these items at least (10) ten days before you begin training.

Training Fees

We provide initial training and training materials, at no additional charge, for up to two trainees per each Franchise business purchased, provided that all trainees are trained at the same time. If you send more than two trainees, per each Franchise business purchased, to initial training, we will charge you a $500 per day training fee, plus lodging and food expenses, for each additional trainee (maximum of three additional trainees training together with the first two trainees. Training fees, if applicable, are payable before the initial training begins, and are uniform and non-refundable. You must also pay all of your trainees' travel, meal and lodging expense, along with their hourly wage/salary (if applicable) while at training. See Item 11 for more information on training.

Except for the limited circumstance described in this Item 5, all initial fees are uniform and are fully earned when paid, and are not refundable under any circumstances.

Item 6
OTHER FEES

Column 1 Type of Fee[1]	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Royalty Fee[2]	8% of Gross Income	Monthly, by the 10th day of each month, based on income from the previous month	"Gross Income" means all of your revenue from operating the Business, but excluding taxes collected from customers and paid to any taxing authority, and reduced by the amount of any documented refunds, credits, allowances, and charge-backs given in good faith to customers.
Electronic Payment Services Account [3]	$20 per month minimum, plus percentage or fee for each transaction processed	As Agreed with Third Party Source.	You must use an approved electronic payment services account from a designated vendor as detailed in the Manual. Account access permission must be granted. Processing costs will vary by the number of transactions processed and other variables.

Software Licensing & Technology	$250 per month	Monthly, by the 10th day of each month, based on income from the previous month	Payable to us. The fee is for an MyElder software license, support, Active Web login, Automated Needs Assessment, management of a microsite and up to two (2) MyElder email addresses ($15.00 per each additional address). This fee may increase yearly up to a maximum of 10% per year.
Opening Launch, Marketing and Advertising	Minimum of $2,500	During the designated opening launch, marketing and advertising period	You must spend this amount during the first 3 months according to our guidelines contained in the Pre-Opening Manual. This includes a marketing packet for $1,000 that must be paid to Franchisor.
Marketing Fund	Up to 2% of monthly Gross Income	Monthly, as incurred, by the 25th day of each month, based on Gross Income of the previous month	Payable to us if we establish a Marketing Fund. See Item 11 for a detailed discussion about this Fund.
Local Advertising	$1,000 or 4% of monthly Gross Income, whichever is greater	Monthly as agreed with third party suppliers	You must spend this amount on local advertising. A report must be submitted to us by the 25th day of the month, based on the Gross Income of the previous month.
Additional Training or Assistance for Management Personnel at corporate or an affiliate's location	$500 per 1 Management Personnel per day, with a 3 day minimum, plus travel, meal and lodging expenses for training at our location	Before training or assistance begins.	We may charge you for training newly-hired management personnel; for refresher training courses; and for additional or special assistance or training you need or request. For all training sessions and conferences, you must pay for your trainees' and representatives' salaries and benefits, and for their travel, meal and lodging expenses.

Non-management training	Cost will vary based upon position and/or actual training involved.	Before training, or assistance begins, and is non-refundable.	We may charge you for training Administrative (non-customer interactive) Personnel; for refresher training courses; and for additional or special assistance or training you need or request at your location. These personnel may be trained virtually. This includes, but is not limited to, bookkeepers, call center staff, and other administrative personnel.
Additional Training or Assistance at your location	At our option, should it be necessary, based on availability, $1,000 per trainer per day, with a 2 day minimum, plus travel, meal and lodging expenses for training at your location.	1 week before training or assistance begins, and is non-refundable.	We may charge you for training newly-hired Management Personnel; for refresher training courses; and for additional or special assistance or training you need or request at your location. You must have access to a conference room area for this training.
Transfer Fee	35% of our then-current initial franchise fee	Before transfer completed	No charge if Franchise Agreement is transferred to an entity you control.
Renewal Fee	25% of our then-current initial franchise fee.	Before renewal completed	If you are in full compliance to all terms and conditions you may acquire 2 successor franchise terms of 10 years each.
Services and Products Purchases	The price of the services and products that you must purchase and utilize.	As Incurred	You must buy certain services and products from us, our affiliates, and designated or approved vendors and/or advisors whose items meet our standards and specifications, which are detailed in our Manual. We may also permit you to buy from other suppliers to the industry upon review and approval.
Testing New Services or Products	Actual Cost of Testing	Upon your receipt of our invoice.	This covers the costs of testing new services or products, or inspecting new suppliers you propose.
Computer Systems, Maintenance, and Support	Cost of Service	As Incurred	We or a third party may charge you a fee for any proprietary software or technology that we, our affiliates or

			an approved third party have provided by license to you and for other maintenance and support services that we or an approved third party might provide in the future.
Website User and Maintenance Fee	$75 monthly fee may increase annually)	As Agreed	Payable to Us
QuickBooks Essentials Online	Minimum of $30 per month	As Agreed	You must subscribe to a bookkeeping system from a designated vendor whose services meet our standards and specifications.
Virtual Data and File Backup Cloud Storage Service	$10 per month	As Agreed	You must subscribe to a virtual data and file backup cloud storage service from a designated vendor whose services meet our standards and specifications, as detailed in the Manual. Franchisor will have update access to this cloud storage.
Online Fax Service	$16 per month	As Agreed	You must utilize and online fax service from an approved vendor whose services meet our standards and specifications, as detailed in the Manual.
Payroll Service	Minimum of $150 per month	As Agreed with Third Party Source	You must subscribe to a professional payroll service from an approved vendor whose services meet our standards and specifications, as detailed in the Manual. Costs will vary depending on number of staff and optional services.
Answering Service	Minimum of $60 per month	As Agreed	You must use an Answering Service from an approved vendor.
VoIP or Landline Phone Service	Minimum of $25 per month	As Agreed	You must utilize a business dedicated Voice over Internet Protocol (VoIP) service provider or a business dedicated landline phone service provider from approved vendor whose services meet our standards

			and specifications, as detailed in the Manual.
Smart Phone Monthly Service	Minimum of $150 per month	As Agreed with Third Party Source	You must subscribe to a mobile phone service from a designated vendor or approved vendor whose services meet our standards and specifications, as detailed in our Manual. Costs will vary by provider, the number of smart phones owned and other variables.
Criminal and Credit Background Checks of Management, Employees and Independent Contractors	$140 per manager, employee, and independent contractor per year	As Incurred	You are required by law and us to have and remain current on criminal background investigations, per manager, employee and independent contractor.
Audit	Actual Cost of audit	Upon your receipt of our invoice	Payable to us if you do not provide us with reports, supporting records or other required information, on a timely basis, or if you understate required Royalty payments and/or Fund contributions by more than 5%.
Maintenance and Refurbishing of Business	Our actual costs	Upon your receipt of our invoice	If, after we notify you, you do not undertake efforts to correct deficiencies in Business appearance, then we can undertake the repairs and you must reimburse us.
Insurance	Our actual costs	Upon your receipt of our invoice	If you fail to obtain insurance, as specified, we may obtain insurance for you and you must reimburse us.
Local, State and/or Regional Membership Costs for Professional Organizations	Cost of Annual Membership	Upon Joining and Annual Renewal (as required)	It is required of you to join a networking industry organization. The cost for membership varies by location. Check with the Secretary/Treasurer of the organization for your location cost.

Networking Costs	Cost per networking event will vary by area	As Agreed with Third Party Source	Per franchised consulting firm you must attend networking events as follows: 4 times a week for the first 6 months of operation; 2 times a week for months 7 to 18; and beginning month 19 at our discretion only (upon review) We will determine the frequency of networking events. This requirement is detailed in the Manual.
Fee for Failure to Keep Manual at Place of Business	$5,000 per incident	Upon your receipt of our invoice	Payable to us if you fail to keep the Operations Manual at your place of business.
Late Penalty	$100 per incident plus 1½% interest per month, or maximum allowed by law	Upon your receipt of our invoice	Payable to us on any overdue or past due amounts of any fees or charges.
Insufficient Funds	$75 or as permitted by local law	15 days upon your receipt of our invoice	Payable to us if you have insufficient funds in your EDTA to cover a payment, or if you pay by check and a check is returned for insufficient funds or a closed account.
Management Fee	At our option should it be necessary, based on availability, the cost is $2,000 per person per day, plus commissions received, plus our travel, meal and lodging expenses	Upon your receipt of our invoice	Payable to us if we (or a third party) are required to manage your Business after you or your managing owner's death, mental or physical incapacity, or after your default or abandonment of your clients.
Cost and Attorneys' Fees	Our actual costs	Upon your receipt of our invoice	Payable to us if you do not comply with the Franchise Agreement.
Indemnification	Our actual costs and/or liability	Upon your receipt of our invoice	You must reimburse us if we are held liable for claims arising from the operation of your Business.

Explanatory Notes:

1. Except for product and service purchases described in Item 8, and except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us. All fees are non-refundable and are uniformly imposed. Regardless of what day of the month you open the Business, the last day of the

month will signify the end of the first month, subsequent months will begin on the first day of each month and end on the last day of each month.

2. All Royalties are to be paid monthly, by the 10th day of each month, based on income from the previous month. Before your Business opens, you must sign and deliver to us an "Electronic Depository Transfer Account Document" or "EDTA" (Exhibit G), which authorizes us to debit your business checking account automatically for the Royalty payments, Fund contributions, and other amounts due under the Franchise Agreement. We will debit the EDTA for these amounts on their due dates. Funds must be available in the EDTA for withdrawal. We may require payment other than by automatic debit, and you must comply with our payment instructions.

   If you do not report the Business's Gross Income, we may debit your EDTA for 120% of the last Royalty payment and Fund contribution that we debited. If the amounts we debit are less than the amounts you actually owe us, we will debit your EDTA for the balance on the day we specify. If the amounts we debit are greater than the amounts you actually owe us, we will credit the excess against the amounts that we otherwise would debit from your EDTA during the following week.

3. The Electronic Payment Services Account is the merchant account that you must set up for all My Elder® revenue.

4. The My Elder® businesses that contribute to a Regional Advertising Program will include any My Elder® businesses operated in the Advertising Coverage Area by us, our Affiliate, My Elder Advocate, LLC, or other affiliates. Each My Elder® Business operating in the Advertising Coverage Area and contributing to the program will have 1 vote, including our My Elder® Business and those owned by our affiliate.

5. Late Penalty – If you fail to pay any sums payable to us or our affiliate (if applicable), when due, you must pay us a late fee of $100 per incident plus 1½% interest per month on the unpaid balance, or the maximum permitted by law, whichever is higher.

Item 7
YOUR ESTIMATED INITIAL INVESTMENT

ESTIMATED INITIAL INVESTMENT

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment Is To Be Made
Initial Franchise Fee 1	$59,500 - $125,500	Lump Sum	On signing Franchise Agreement	Us
Real Estate 2	Not Included	Not Included	Not Included	Not Included
Rental of Office 2	$0 - $3,000 (first 3 months)	As Agreed	Monthly	Landlord

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment Is To Be Made
Lease Security Deposit [3]	$0 - $1,500	Lump Sum	Generally, a one or two month security deposit is payable upon your execution of the lease	Landlord
Leasehold Improvements [4]	$0 - $1,000	As Agreed	As Incurred (prior to opening)	Third Party Vendors
Architectural Plans [5]	$0 - $1,000	As Agreed	As Incurred (prior to opening)	Architect
Business Licenses and Permits [6]	$250 - $750	Lump Sum	As Incurred (prior to opening)	Outside Governing Agency or Agencies. Rates will vary by state and municipality.
Computer System	$1,900 - $4,200	As Agreed	As Incurred (prior to opening)	Third Party Vendors (See Item 11)
Webpage and Initial Setup of Database [7]	$500	As Agreed	As Incurred (prior to opening)	Us/Affiliate (See Item 5)
Office Furniture, Fixtures, Signage, and Business Equipment [8]	$500 - $4,500	As Incurred	As Incurred (prior to opening)	Outside Suppliers
Office Products [9]	$100 - $500 (first 3 months)	As Incurred	As Incurred (prior to opening)	Outside Suppliers
Opening Launch, Marketing and Advertising [10]	$2,500 minimum required	As Agreed	First Three (3) Months	Outside Suppliers, Us

Column 1 Type of Expenditure	Column 2 Amount	Column 3 Method of Payment	Column 4 When Due	Column 5 To Whom Payment Is To Be Made
Training Expenses (out-of-pocket costs per person), includes travel, meals and lodging, etc.	$500 - $4,200	As Agreed	As Incurred (prior to training)	Third Party Vendors
(Optional) Commercial Automobile Insurance 11	$0 - $950 (first three (3) months)	As Incurred	Generally payable for the full year, in advance	Insurance Company(ies)
Business Insurance 12	$500 - $1,000 (first 3 months)	As Agreed	As Agreed	Respective Insurance Company
Additional Funds 13 (first three (3) months)	$5,000 - $25,000	As Incurred	As Incurred	Employees, Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT 14	$71,250 - $175,600			As specified above

None of the payments shown above are refundable except office rent deposits and insurance deposits. We do not finance any part of the initial investment. The figures and footnotes listed in this Item 7 are estimates and we cannot guarantee that you will not have additional expenses starting your My Elder® Business. These estimates also do not include any compensation for the Franchise owner or personal living expenses. These numbers are based on average market rates at the time of this Franchise Disclosure Document draft, and may fluctuate based on numerous variables. Actual costs will vary for each Franchise depending on a number of factors. Your costs depend on how much you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for your services and products; the prevailing wage rate; competition; and the sales level reached during the initial period of operation of your Business. You should review these figures carefully with a business advisor before making any decision to purchase a Franchise.

Explanatory Notes

1. We describe the Initial Franchise Fee in Item 5.

2 A My Elder® Consulting Firm occupies approximately 350 to 650 square feet of office space. Rent varies by geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and may be considerably higher in large metropolitan areas than in more suburban or small town areas. My Elder® Consulting Firms can be located in executive suite office centers, independent office buildings, freestanding units, other venues in business park areas, and in multi-use residential areas. Your My Elder® Consulting Firm may initially be located in a residence, with certain qualifications, as determined by Franchisor. However, within 9 months of opening your Business Consulting Firm you must relocate to a commercial office site, as detailed in the Manual. Restrooms can be a shared space.

and other items used in connection with the operation of your My Elder® Business be purchased exclusively from us, our affiliate, or other approved or designated supplier(s), or distributor(s).

We restrict your suppliers in order to assure quality, assure a reliable service(s) and product(s) that meet our standards, achieve better terms of purchase and delivery service, control usage of the Marks by third parties, and monitor the processing, delivery service, manufacture (if applicable) and sale of services and products.

Suppliers of certain services and items may be limited to us, our affiliate, or other specified exclusive supplier(s), in which event you must buy such services and items from us, our affiliate or any such other specified approved or designated supplier at the prices exceeding our or their costs we or they decide to charge.

We do not provide any material benefit to franchisees for use of approved or designated suppliers or on the basis of purchase of particular products and services.

You will receive all Trade Secret Services and/or Products, which currently consist of our comprehensive elder care advisory materials and training from us or our affiliate and The MEA Method®; and you must currently engage all of your business services, buy software and signage, as well as certain office furnishings and business equipment (see Item 7) and the Computer System (defined in Item 11), from designated or approved suppliers. We will identify all designated or approved suppliers in the Manual or other written communications. Any purchases from us, and our affiliate, whether required or voluntary, will be at prices exceeding our or their costs.

If we have not instituted any type of restrictive sourcing program (which, as noted above, we already have done for certain items and may do so for other items), and if you want to use any service or item that we have not yet evaluated or to buy or lease from a supplier that we have not yet approved or designated, you first must send us sufficient information, specifications, and references so that we can determine whether the service or item complies with System Standards or the supplier meets approved supplier criteria. The criteria for our approving suppliers are made available to you in our Manual and other written communications. We may charge you or the supplier a reasonable fee for the evaluation (see Item 6) and will decide within a reasonable time (generally no more than 30 days). We periodically will establish procedures for your requests and may limit the number of approved items, services or suppliers, as we think best.

Supplier acceptance will depend on quality, delivery of service and reliability, service standards, financial capability, customer relations, concentration of suppliers to obtain better prices and service, and/or a supplier's willingness to pay us or our affiliate for the right to do business with our system. Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new service, supplier or product. We may refuse to accept a service, supplier or product for any reason whatsoever or for no reason whatsoever, strictly at our discretion.

<u>Purchases in Accordance with our Specifications</u>

In addition, to maintain the quality of the services and products that My Elder® businesses provide and the reputation of our System, we may require that certain services and products used in connection with the operation of the Business must meet our minimum standards and specifications. Such services and

Type:	Coverage Amount	How Rated:
General Liability	$1,000,000	Per Occurrence
	$2,000,000	In the Aggregate
Professional Liability	$1,000,000	Per Occurrence
	$3,000,000	In the Aggregate
Workers' Compensation	As required by law	Per Employee
Medical/Personal Injury Insurance	$10,000	Not less than per Occurrence
Error and Omission Insurance (E&O)	$1,000,000	Per Occurrence
	$3,000,000	In the Aggregate
Valuable Papers (Optional)	$75,000	Per Occurrence
Automobile Liability Insurance (Optional) (If automobile is owned, non-owned, rented, scheduled or hired by the business)	$1,000,000	Per Person
	$3,000,000	Per Accident
	$ 500,000	Per Occurrence
	$1,000,000	General Liability per Occurrence
Crime & Employee Dishonesty Insurance	$ 30,000	Per Occurrence
Business Interruption Insurance	$ 20,000	Not less than Per Month

Advertising Materials

Before you use any advertising, digital, promotional, and marketing materials that we have not prepared or previously accepted, you must send us samples for review. If you do not receive written rejection within ten (10) days of our receipt of time sensitive publications, such as digital media, newspaper and press releases, fourteen (14) days of our receipt of monthly publications and coupons, and thirty (30) days of our receipt of exterior signage and banners, they are deemed to be accepted. You may not use any advertising, digital, promotional or marketing materials that we have not accepted or that we have rejected.

Franchised Business Site

The Franchised Business must be located at a site that we accept. We must also accept your lease or sublease for the site, and we have the right to reject a proposed lease or sublease, and/or to require that it include certain provisions (see Sections XII.U and XX.B of the Franchise Agreement), including our right to the occupancy of the Franchised Business premises if your Franchise is terminated or not renewed, or if you lose possession because of your default under the lease, pursuant to a Collateral Assignment of Lease in the form attached hereto as Exhibit H.

Development of Franchised Business

You must develop the Franchised Business. We will give you mandatory and suggested specifications and layouts for a My Elder® Consulting Firm location, including requirements for dimensions, design, image, interior layout, décor, color scheme, trade dress, and operating assets. These specifications and layouts might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act ("ADA") or similar rules governing public accommodations for person with disabilities. We may review and accept all final specifications and plans before you begin remodeling the Franchised Business and all revised or "as built" specifications and plans during remodeling. Our review is only to ensure your compliance with our design/trade dress requirements. We may inspect the Franchised Business at any time during its development.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	XII.U and XX.B	7, 8, 11 and 12
(b) Pre-opening purchases/leases	XII.A and XII.G	6, 7, 8 and 11
(c) Site development and other pre-opening requirements	XII.G, XII.U and XX.C	7 and 11
(d) Initial and ongoing training	XX.A and XX.D	5, 6, 7 and 11
(e) Opening	IX.C	11
(f) Fees	VIII, IX and X	5, 6 and 7
(g) Compliance with standards and policies/Operations Manual	XII.A and XII.H	8 and 11
(h) Trademark and proprietary information	XV and XVI	13 and 14
(i) Restrictions on services/products offered	XII.A and XII.I	8, 11, 12 and 16
(j) Warranty and customer service requirements	XII.A.9, XII.F, XII.H and XII.K	None
(k) Territorial development and sales quotas	None	None
(l) On-going product/ service purchases	XII.I	6, 8, 11 and 16
(m) Maintenance, appearance and remodeling requirements	XII.E	6, 8, 11 and 17
(n) Insurance	XIII	6, 7, 8 and 11
(o) Advertising	X.B, X.C, X.D and X.E	6, 7, 8 and 11
(p) Indemnification	XVIII	6
(q) Owner's participation/ management/staffing	XII.F and XII.K	11 and 15
(r) Records and reports	XIV	None
(s) Inspections and audits	XII.S and XIV.B	6 and 11
(t) Transfer	XXII	6 and 17

Obligation	Section in Franchise Agreement	Disclosure Document Item
(u) Renewal	VII.B	6 and 17
(v) Post-termination obligations	XXIV	17
(w) Non-competition covenants	XIX.B	15 and 17
(x) Dispute resolution	XXV.D	17

Item 10
FINANCING

We do not offer, either directly or indirectly, any financing arrangements to you. We do not guarantee your notes, leases or other obligations.

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

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

Pre-Opening Obligations.

Before you open your Franchised Business, we will:

1. Accept or reject a location you propose within 15 business days after receiving your description of, and evidence confirming your favorable prospects for obtaining a lease for, the proposed site. We will use reasonable efforts to help analyze your market area, to help determine site feasibility and to assist in designating the location, although we will not locate the site, conduct site selection activities for you, or negotiate the purchase or lease of the site for you. Neither we, nor our affiliate own any premises that we would lease to franchisees. The site must meet our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; size; appearance; and other physical and commercial characteristics. (Franchise Agreement – Section XII.U);

2. Accept or reject your proposed lease. You must sign a lease for the premises of your Consulting Firm that meets our requirements within 9 months after you have been accepted by us as a franchisee. "Acceptance" is the process of submitting a signed Franchise Disclosure Document, clearance of the Initial Franchise Fee funds, the satisfactory completion of your application for purchase of a Franchise, and our acceptance of your application. (Franchise Agreement – Section XII.G.). This assumes you will initially operate as a home-based business.

   If you do not locate and sign a lease that we have approved or a purchase document for an acceptable site for the premises of your Consulting Firm within 9 months after you have been accepted as a franchisee, we will have the right to terminate the Franchise Agreement. (Franchise Agreement – Section IX.C);

3. Provide you with mandatory and suggested specifications and layouts for a My Elder® Consulting Firm, including requirements for dimensions, design, image, interior layout, décor, color scheme, trade dress, furnishings, fixtures, business equipment and signage. We will not

assist you in the conforming of your premises to local ordinances, and/or building codes, obtaining any required permits, or constructing, remodeling or decorating the premises. (Franchise Agreement – Section XII.U);

4. Identify the operating assets, and other services, products and suppliers that you must use to develop and operate the Business, the minimum standards and specifications that you must satisfy, and the designated or approved suppliers from whom you must or may buy or lease these items (which may be limited to or include us, our affiliate, or other specified exclusive sources). We will also assist you in providing or obtaining the necessary business equipment, signage, furnishings, fixtures, opening inventory and products. As disclosed above, we provide written specifications for these items in the Manual. We will not either deliver or install these items, unless we agree otherwise. (Franchise Agreement – Sections XII.A, XII.G, XII.H, XII.I, XII.J, XV and XVI);

5. Provide you with one copy of each of our manuals (collectively the "Manual"), on loan, which may include, but not limited to, portable storage devices, PowerPoint® presentations, flash presentation, video, webinars, computer software, other electronic media, online/virtual means, and/or written materials, for the term of the Franchise Agreement. The current table of contents of which is in Exhibit D. As of the date of this disclosure document, the Operations Manual contains 270 pages. (Franchise Agreement – Section XX.E.) The number of pages devoted to each subject is also shown on Exhibit D. The Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("System Standards") that we periodically require. These are the administrative, bookkeeping, accounting, and inventory control procedures you will need. We may modify the Manual periodically to reflect changes in System Standards and these modifications may require you to invest additional capital in the Business or incur higher operating costs;

6. We reserve the right to require minimum pricing on promotions, services and/or products throughout the franchise and we reserve the right to advise you on suggested retail prices. (Franchise Agreement – Sections XII.A, XX.G and XXV.N);

7. Advise you with respect to the opening launch, marketing and advertising program. (Franchise Agreement – Section X.E);

8. Train you (or your managing owner) and one manager-level employee. (Franchise Agreement – Sections XII.V and XX.A). We will describe this training later in this Item;

9. Provide you with a Welcoming Package after you sign the Franchise Agreement and are accepted as a Franchisee that includes at minimum, 2 branded golf shirts, 2 branded coffee mugs, 50 branded pens/styluses, and 10 branded notebooks. (Franchise Agreement – Section XX.J);

10. Train you in The MEA Method®.

Training

If this is your first My Elder® Business, then before the Business opens, we will train you (or your managing owner) and one of your manager-level employees on operating a My Elder® Business. We will provide approximately 5 days of training (the specific number of days depends on our opinion of your experience and needs) at our training facility in New York, New York or another location we designate and/or at an operating My Elder® Consulting Firm location. We will also provide approximately 2 days of training (the specific number of days depends on our opinion of your experience and needs) at your location. If you (or your managing owner) and one of your manager-level employees cannot complete initial training to our satisfaction, we may terminate the Franchise Agreement, in which event we will refund 1/3 of the Initial Franchise Fee to you, provided that you sign our required form of release of claims. (Franchise Agreement – Section XX.A)

We provide initial management training for you (or your managing owner) and one of your manager-level employees at no additional charge per franchise purchased. If you wish to have additional persons beyond the first 2 trainees (up to a maximum of 3 additional persons), you must pay our then-current training fee of $500 per day for each additional person in attendance. All training fees per person must be paid in full before training begins. You also must pay for all travel and living expenses that you and your employees incur and for your employees' hourly wages and/or salaries (if applicable), and workers' compensation insurance, unemployment insurance, and disability insurance (if applicable) during training.

Training will occur after you have been "Accepted" as a Franchisee and while you are developing the Business location. All required attendee(s) must complete training to our satisfaction before you may open your Business. We plan to be flexible in scheduling training to accommodate our personnel, you, and your personnel and, in all events, we will schedule the training in sufficient time in order to enable you to open your Business within 45 to 120 days from the date that you are accepted as a Franchisee.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
Module 1 – Classroom			
Introduction/History/Philosophy of My Elder®	2.0	N/A	New York, New York
Use of the Manual	2.5	N/A	New York, New York
Pre-Opening Procedures	2.0	N/A	New York, New York
Elders and Elder care in America	3.0	N/A	New York, New York
Get Familiar with your Franchise Zone	2.0	N/A	New York, New York
Marketing Process	3.0	N/A	New York, New York
Sales Process	3.0	N/A	New York, New York
My Elder® Systems	2.0	N/A	New York, New York
Setting up your Office	1.0	N/A	New York, New York
Staffing	1.0	N/A	New York, New York
Staffers Roles and Responsibilities	1.0	N/A	New York, New York
Dealing with Clients	1.5	N/A	New York, New York
Using The MEA Method®	3.0	N/A	New York, New York
Reporting to Clients	1.5	N/A	New York, New York
Long Distance Care Management	1.5	N/A	New York, New York
Module 2 – Operations			
In-Business Training – Overall Operations	N/A	20.0	New York, New York
Training TOTALS of Module 1 and 2	30.0	20.0	50.0 Hours Total

Item 13
TRADEMARKS

You may use certain Marks in operating the Business. Our affiliate has registered or intends to apply for registration of the following Marks on the Principal Register of the United States Patent and Trademark Office (**"USPTO") as follows:**

MARK	APPLICATION DATE	REGISTRATION DATE	REGISTRATION NUMBER	SERIAL NUMBER
MyElderAdvocate	September 5, 2013	October 21, 2014	4,623,492	86,056,397
My Elder Advocate	September 8, 2014	July 21, 2015	4,775,752	86,388,015
The MEA Method	June 19, 2014	February 16, 2016	4,902,518	86,315,038
MY ELDER	August 28, 2017	January 1, 2019	5,644,611	87,585,778

No affidavits or renewal filings are yet due in connection with this registration.

On August 29, 2014, Jack Halpern assigned all rights, title and interest in the MyElderAdvocate Mark to My Elder Advocate LLC. On September 8, 2014, My Elder Advocate LLC licensed us the right to use the trademarks MyElderAdvocate®, My Elder Advocate®, MyElder® and The MEA Method® **(collectively the "Marks")** and to sublicense them to our franchisees for use in connection with the operation of My Elder® Consulting Firms. The License Agreement is for a term of 10 years and automatically renews for successive one year periods unless My Elder Advocate LLC or we terminate the License Agreement on 180 days written notice. No other agreement limits our right to use or license the Mark.

You must follow our rules when you use the Marks, including giving proper notices of trademarks and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use the Marks in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, homepage, electronic address, or otherwise in connection with a Website.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Marks and there are no agreements that may limit your use of the Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

We or our affiliate will protect your right to use the Marks and will protect you against claims of infringement or unfair competition resulting from your use of the Marks.

You must notify us immediately of any apparent infringement or challenge to your use of the Marks, or of any trademark claim of any rights in the Marks, and you may not communicate with any person

Item 15
OBLIGATION TO PARTICIPATE IN THE OPERATION OF THE FRANCHISE BUSINESS

You (or, if you are an entity, your managing owner) must act as the general manager of the Business with responsibility for direct, on-premises supervision of the Business. You (or your managing owner) must devote full time and efforts to the management and supervision of the Business. You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the Business. System Standards may regulate the Business's staffing levels; identify the Business's personnel and employee qualifications, training, dress, and appearance. If you are a legal entity, you must appoint a shareholder, member, or partner (as applicable) to be your managing owner, responsible for overseeing and supervising the Business's operation.

You are required to belong to certain social media, as detailed in the Manual.

You must keep us informed via email at all times of the identity and personal contact information of any and all employees acting as managers and/or supervisors of the Business. Your managers and/or supervisors need not have an equity interest in the Business or you, but must agree in writing to preserve confidential information to which they have access and not to compete with you, us, and other franchisees. We may regulate the form of agreement that you use and be a third party beneficiary of that agreement with independent enforcement rights.

If you are a corporation, limited liability company, or partnership, the principal stockholders or partners must personally guarantee your obligations under the Franchise Agreement and agree to be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. This "Personal Guaranty and Assumption of Obligations" is included in Exhibit 1 of the Franchise Agreement.

The suggested staff required to open a My Elder® Consulting Firm consists of a manager (that can be you or your managing owner), and a bookkeeper (optional). As the business grows additional positions may be necessary, including, but not limited to, My Elder trained Elder Advocate(s), manager(s), Human Resource Specialist(s), Legal Consultant(s), Administrative Staff and Sale Person(s).

All positions are not client representatives and may not be combined with the My Elder® certified Elder Advocate position.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer, sell and provide all approved elder care advisory services and use all approved elder care advisory services and products that we periodically require for a My Elder® Consulting Firm, as specified in the Manual. You may not offer, sell or provide any elder care advisory services or use any elder care advisory services or products that we have not authorized or approved. Our System Standards may regulate required and/or authorized items and Trade Secret Services and/or Products, and approved elder care advisory services; elder care advisory vendor lists; printed material, use of The MEA Method®, access to designers and marketing professionals for advertisements, a 24/7 hotline for questions, website and webpage, unauthorized and prohibited elder care advisory services and elder care network advisors; unauthorized and prohibited products; purchase, storage, preparation and handling procedures; and inventory requirements of items and Trade Secret Services and/or Products, and other services and products so that your Business operates at full capacity. We periodically may change required and/or authorized elder care advisory services, elder care network advisors, Trade Secret Services and/or Products, and other services or products. There are no limits on our right to do so.

You may not offer, sell or provide any elder care advisory services or use any elder care advisory products, use any other items, or use any Trade Secret Services and/or Products other than at your Business location, within your Territory, and/or at clients' **location.**

You must use the premises only for the operation of your Consulting Firm. You must keep your Consulting Firm open for business and in normal operation for the minimum hours and days as we require in the Manuals or otherwise in writing, except **as may be limited by local law or the landlord's rules and** regulations.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(a) Length of the franchise term	VII.A	10 years from the effective date of the Franchise Agreement.
(b) Renewal or extension of the term	VII.B	If you are in full compliance with all terms and conditions, you may acquire 2 successor franchise terms of 10 years each (for a total of 20 additional years).

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(c) Requirements for franchisee to renew or extend	VII.B	Give us a **minimum of 120 days'** notice; maintain possession of Business premises or find acceptable substitute premises; remodel Business according to our then-current standards (regardless of cost); and sign our then-current franchise agreement, which may contain terms and provisions that are materially different from the Franchise Agreement, such as different fee requirements and territorial rights, a release (subject to applicable state law), and other documents we use to grant franchises. In addition, you must attain, during the last 12 months of the then-current term of the Franchise Agreement, Gross Income of not less than 75% of the chain median (including both company or affiliate owned and franchised outlets) over the same period, and receive an average score of at least 85% on audits and mystery clients at your Consulting Firm over the last 3 years of the term.
(d) Termination by franchisee	XXIII.C	If we breach the Franchise Agreement and an arbitrator determines that we did not cure the breach default after receipt of notice from you.
(e) Termination by franchisor without cause	XXIII.B	None
(f) Termination by franchisor with cause	XXIII.A	We may terminate your franchise only if you or your owners commit one of several violations.
(g) "Cause" defined – curable defaults	XXIII.A	You have 72 hours upon receipt of notification to cure health, safety, or sanitation law violations; 10 days upon receipt of notification to cure defaults including failure to maintain required insurance.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(h) "Cause" defined – non- curable defaults	XXIII.B	Non-curable defaults include: misrepresentation in acquiring the franchise; failure to secure Business's site within 30 days after Franchise Agreement's effective date and/or an office site within 9 months after Franchise agreement's effective date (if started as a home-based Business); failure to complete training; abandonment; unapproved transfers; conviction of a felony; dishonest or unethical conduct; unauthorized use or disclosure of the Manual or other confidential information; failure to pay taxes; understating Gross Income; repeated defaults (even if cured); an assignment for the benefit of creditors; appointment of a trustee or receiver; and violation of any anti-terrorism law.
(i) Franchisee's obligations on termination/ nonrenewal	XXIV	Obligations include paying outstanding amounts; complete de-identification; assigning telephone and other numbers; and returning confidential information (also see (o) and (r) below).
(j) Assignment of contract by franchisor	XXII.B	No restriction on our right to assign; we may assign without your approval.
(k) "Transfer" by franchisee –definition	XXII.A	Includes transfer of Franchise Agreement, the Business (or its profits, losses or capital appreciation), or the Business's assets, and ownership change in you or your owners.
(l) Franchisor approval of transfer by franchisee	XXII.A	No transfer without our prior written consent.
(m) Conditions for franchisor approval of transfer	XXII.A	Transferee qualifies; you pay us, our affiliate, and third party vendors all amounts due and submit all required report; no default during 60-day period before transfer request or during period between request and transfer's proposed effective date; transferee (and its owners and affiliates) are not in a competitive business; training completed; lease transferred; you or transferee signs our then-current franchise agreement, which may contain terms and provisions that are materially different from the Franchise Agreement, and other documents; transfer fee paid; you sign release (subject to applicable state law); we approve material terms; you subordinate amounts due to you; you de-identify; you correct existing

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		Business deficiencies of which we notify you on punch list; and transferee agrees to upgrade and remodel Business within specified timeframe after transfer (also see (r) below).
(n) Franchisor's right of first refusal to acquire franchisee's business	XXII.D	We may match any offer for your Business or an ownership interest in you.
(o) Franchisor's option to purchase franchisee's business	XII.A	We may purchase the equipment, or any or all of the assets of your Business at the then-current book value after the Franchise Agreement is terminated or expires (without renewal)
(p) Death or disability of franchisee	XXII.C	Assignment of franchise or an ownership interest in you to approved party within 6 months after mental or physical incapacity; or within 12 months of death; we may manage Business if there is no qualified manager.
(q) Non-competition covenants during the term of the franchise	XIX.B	No diverting business; no ownership interest in, or performing services for a competitive business anywhere (**"competitive business" means any business that derives** more than 5% of its revenue from selling elder care advisory services, or any business granting franchises or licenses to others to operate such a business); no interference with our or our franchisees' employees.
(r) Non-competition covenants after the term of the franchise	XIX.B	No diverting business; no ownership interest in, or performing services for a competitive business for 2 years at the Business premises and within 50 miles of any said premises or any other My Elder® Business existing or under construction as of date the Franchise Agreement expires or is terminated (same restrictions apply after transfer).
(s) Modification of the agreement	XXV.N	No modifications of Franchise Agreement generally, but we may change the Operations Manual and System Standards.
(t) Integration/merger clause	XXV.J	Only the terms of Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Franchise Agreement or this disclosure document may not be enforceable.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
(u) Dispute resolution by arbitration or mediation	XXV.D	All disputes must be resolved by arbitration in New York County, New York. (subject to applicable state law)
(v) Choice of forum	XXV.G	Disputes will be arbitrated under the auspices of the American Arbitration Association in New York County, New York (subject to applicable state law). Subject to the arbitration requirement; litigation generally must be in the courts in New York County, New York (subject to applicable state law).
(w) Choice of Law	XXV.G	Except for the Federal Arbitration Act and other federal law, and actions regarding the enforcement of the restrictive covenants contained in the Franchise Agreement, New York law governs (subject to applicable state law).

Item 18
PUBLIC FIGURES

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

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (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 have total 6 My Elder. We have included the 4 My Elder that have been in operation for more than 12 months. We have not included 2 My Elder that opened in 2018 as it would not present 12 months of gross sales. The below 3 My Elders are operated by our Franchisees and 1 My Elder is operated by our affiliate. We have provided details about and the 2018 historical financial performance representations for each My Elder below.

1. My Elder located at 15 Bond St #253, Great Neck, NY 11021, owned by Lifesources Inc. _, opened September 15, 2016;

2. My Elder located at 455 Tarrytown Road suite 1402, White Plains, NY 10607 – Unit 1, owned by SueRue Inc., opened December 15, 2017;

3. My Elder located at 455 Tarrytown Road suite 1402, White Plains, NY 10607 – Unit 2, owned by SueRue Inc., opened December 15, 2017;

4. My Elder located at 511 6th Ave. Suite 241g New York, NY 10011, owned by our Affiliate My Elder Advocate LLC, opened April 1, 2008;

Your gross sales may vary significantly depending on a number of factors, including the location of your My Elder franchise and how you operate your business.

Franchise Locations	Average Gross Sales:	Median Gross Sales:
My Elder	$55,983	$70,200
1. Franchise 1		
2. Franchise 2		
3. Franchise 3		

2 out of 3 met or surpassed the Median and the Average.

Affiliate Locations	Average Gross Sales:	Median Gross Sales:
My Elder	$298,687	$298,687
1. Affiliate		

"Gross Sales" means the total selling price of all services and products and all income of every other kind and nature related to the location, whether for cash or credit and regardless of collection in the case of credit. If a cash shortage occurs, the amount of Gross Sales will be determined based on the records of the point of sale system and any cash shortage will not be considered in the determination. Gross Sales expressly excludes taxes collected from your customers and paid to the appropriate taxing authority and customer refunds or adjustments.

We expect that franchised My Elder locations will offer the same products and services as these locations offer. If your location differs significantly from these locations, these results may not be relatable to your location. You should conduct an independent investigation of the costs and expenses you will incur in operating a My Elder location.

We will provide written substantiation for the data we used to prepare this financial performance representation upon your reasonable request. The actual gross sales volumes of other locations are certain to vary widely, and for a number of reasons these results should not be considered as the actual or probable results that your location will realize. Some of the factors that can affect the sales and expenses of a particular location include: traffic count; accessibility and visibility of a site; the local marketplace; the local population; business in the area where the location is located; the balance of weekday and weekend business in the area where the location is located; awareness of the brand in the local market; marketing efforts; competition; general economic conditions; your management skill, experience, business acumen, work ethic, and ability to promote and market a My Elder location effectively in the local market; the work ethic of location personnel; and the degree of adherence to our methods and procedures in operating the location.

As with gross sales, the actual costs of operating a My Elder location are certain to vary on a unit-by-unit basis. The primary difference between the results above and a franchised location is that the franchised location will need to account for royalty payments and contributions to the Brand Development Fund, which the above Unit do not pay because they are corporate location. While the chief operating costs, for example, cost of goods sold, labor costs (employee wages, workers' compensation and insurance) and leasehold expenses, tend to be within certain ranges, even these factors can vary depending upon the specific market and location.

These locations have had the above results. Your individual results may differ. There is no assurance that you will earn as much.

Other than the preceding financial performance representations, 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 us at Administration Department of DHH Group, Inc. 10 Bond Street #446, Great Neck, New York, 11021 at 877-299-7502 or info@MyElder.com, the Federal Trade Commission, and any appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For years 2016 to 2018*

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2016	0	2	+2
	2017	2	4	+2
	2018	4	5	+1
Company-Owned	2016	1	1	0
	2017	1	1	0
	2018	1	1	0
Total Outlets	2016	1	3	+2
	2017	3	5	+2
	2018	5	6	+1

* All numbers are as of our fiscal year end, which is December 31st.

**We did not own or operate any company-owned outlets, but our affiliate, My Elder Advocate, LLC, operated an outlet of the type being franchised during 2016 to 2018.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2016 to 2018*

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2016	0
	2017	0
	2018	0
Total	2016	0
	2017	0
	2018	0

* All numbers are as of our fiscal year end, which is December 31st.

Table No. 3
Status of Franchised Outlets
For years 2016 to 2018*

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations – Other Reasons	Col. 9 Outlets at End of Year
New York	2016	0	2	0	0	0	0	2
	2017	2	2	1	0	0	0	3
	2018	3	1	0	0	0	0	4
Pennsylvania	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Total	2016	0	2	0	0	0	0	2
	2017	2	3	1	0	0	0	4
	2018	4	1	0	0	0	0	5

* All numbers are as of our fiscal year end, which is December 31st.

Table No. 4
Status of Company-Owned Outlets
For years 2016 to 2018*

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisees	Col. 6 Outlets Closed	Col. 7 Outlets Sold To Franchisees	Col. 8 Outlets at End of Year
New York**	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Total	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1

* All numbers are as of our fiscal year end, which is December 31st.

**As of December 31, 2017, we did not operate any company-owned outlets, but our affiliate, My Elder Advocate, LLC, operated 1 outlet of the type being franchised.

Table No. 5
Projected openings as of December 31, 2018

Column 1 State	Column 2 Franchise Agreements Signed But Outlets Not Opened	Column 3 Projected New Franchised Outlets in the Current Fiscal Year 2018	Column 4 Projected New Company-Owned Outlets in the Current Fiscal Year 2018
New Jersey	0	1	0
New York	0	1	0
Total	0	2	0

Exhibit E-1 lists the names of all of our operating franchisees and the addresses and telephone numbers of their Consulting Firms as of December 31, 2018. Exhibit E-2 lists the Franchisees who have signed Franchise Agreements for Consulting Firms which were not yet operational as of December 31, 2018. Exhibit E-3 lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise 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. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

At this time My Elder® does not have an Advisory Council. If and when an advisory council is formed, we will sponsor it, but its members will be elected by franchisees. The contact information will be provided at that time.

Item 21
FINANCIAL STATEMENTS

Exhibit C contains our audited financial statement for the year ending December 31, 2016, December 31, 2017, December 31, 2018 and unaudited financials as of June 30, 2019.

Our fiscal year end is December 31.

Item 22
CONTRACTS

Attached to this disclosure document are the following agreements annexed as Exhibits:

- Franchise Agreement (with attachments) – Exhibit B
- Electronic Depository Transfer Account - Exhibit G
- Collateral Assignment of Lease – Exhibit H
- Release – Exhibit I
- Receipts – Exhibit J

Item 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document. Please keep one Receipt for your records and return the other one to us.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

AGENTS FOR SERVICE OF PROCESS/STATE ADMINISTRATORS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, DHH Group has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which DHH Group has appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed.

CALIFORNIA California Commissioner of Business Oversight Department of Business Oversight: 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 1515 K Street, Suite 200 Sacramento, CA 95814 (916) 445-7205 1350 Front Street San Diego, CA 92101 (619) 525-4233 One Sansome Street, #600 San Francisco, CA 94104 (415) 972-8559	**CONNECTICUT** State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent: Banking Commissioner
HAWAII (state administrator) Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465

INDIANA (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681 (agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**MARYLAND** (state administrator) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN (state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street, 1st Floor Lansing, Michigan 48933 (517) 335-7567 (for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909	**MINNESOTA** (state administrator) Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 359-1600 (for service of process) Minnesota Commissioner of Commerce
NEW YORK (Administrator) NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236 Phone (212) 416-6042 Fax (Agent for Service) Attention: NY Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492	**NORTH DAKOTA** North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712

OREGON	RHODE ISLAND
Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4387 Agent: Director of the Department of Consumer and Business Services	Division of Securities Rhode Island Dept. of Business Regulation John O. Pastore Complex – Bldg. 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9500
SOUTH DAKOTA Division of Securities Department of Labor & Regulation 124 S. Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON (state administrator) Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501 (360) 902-8760 (for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501	**WISCONSIN** (state administrator) Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703 (608) 266-1064 (for service of process) Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

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 Article XXV 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 Article XXV 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.

ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that:

"A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a **claim otherwise enforceable under this Act."**

ADDENDUM 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 DHH Group, Inc. 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 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.

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal

EXHIBIT C TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

DHH Group, Inc.

Balance Sheet
December 31-2018 and June 30, 2019

		12/31/18	06/30/19
	ASSETS		
Current Assets			
	Cash	$35,000	$55,000
	Accounts Receivable	$45,000	$0
	Investments	$76,790	$72,334
Total Current Assets		$156,790	$127,334
Other Assets			
	Intangible Assets (net)	$237,131	$237,131
Total Assets		**$393,921**	**$364,465**
	LIABILITIES AND EQUITY		
Current Liabilities			
	Due to Stockholders	$618,168	$618,618
Total Current Liabilities		$618,168	$618,618
Stockholders Equity			
	Common Stock , no par value, 200 shares issues and outstanding	$152,694	$152,694
	Accumulated Deficit	-$376,941	-$406,847
Total Liabilities and Stockholders Equity		**$393,921**	**$364,465**

DHH Group, Inc.

Income Statement
December 31-2018 and June 30, 2019

		12/31/18	6/30/19
Revenue			
	Franchise Fees	$20,000	$20,000
	Eldercare Services	$14,000	$12,350
	Franchise Royalties	$14,949	$6,520
	Other Income	$37,000	$6,500
Total Revenue		**$85,949**	**$45,370**
Operating Expenses			
	Costs	$42,401	$10,524
	Salaries	$1,000	$0
	Marketing and Advertising	$90,710	$13,100
	Insurance	$2,211	$2,056
	Proffesional Fees	$18,283	$15,073
Total Operating Expenses		**$154,605**	**$40,753**
Net Income (loss)		-$68,656	$4,617

EXHIBIT E-1 TO THE DISCLOSURE DOCUMENT

FRANCHISEES
AS OF 12/31/2018

Lifesources Inc. (1st Unit) Bella Joy Kirschner 15 Bond Street Great Neck, NY 11021 Phone: 516-847-1234	SueRue Inc. 455 Tarrytown Rd. Suite 1184 White Plains, NY 10607 Phone: 914-292-0444
SueRue Inc. – (2nd Unit) 455 Tarrytown Rd. Suite 1184 White Plains, NY 10607 Phone: 914-292-0444	Valron, Inc. 821 Main Street Suite 3 Pittsburgh PA 15215 Phone: 412-782-4534
Lifesources Inc. (2nd Unit) Bella Joy Kirschner 15 Bond Street Great Neck, NY 11021 Phone: 516-847-1234	

EXHIBIT E-2 TO THE DISCLOSURE DOCUMENT

BUSINESSES NOT YET OPEN
AS OF 12/31/2018

NONE

EXHIBIT E-3 TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
AS OF 12/31/2018

Mark Steven Brownstein (Westchester) 221 Birchwood Ave Nyack NY 10960 Phone: 914-228-9333	

EXHIBIT F TO THE DISCLOSURE DOCUMENT

MULTI-STATE ADDENDUM

EXHIBIT J TO THE DISCLOSURE DOCUMENT
RECEIPT
(KEEP THIS COPY FOR YOUR RECORDS)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If DHH Group, Inc. 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 that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If DHH Group, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is DHH Group, Inc. located at 10 Bond Street, #446, Great Neck, New York 11021-2409. Its telephone number is (877) 299-7502.

Issuance date: **January 30, 2019 amended as of July 10, 2019**.

The name, principal business address and telephone number of the franchise seller for this offering is as follows:____.

DHH Group, Inc. authorizes the agents listed in Exhibit A to receive service or process for it.

I have received a disclosure document dated **January 30, 2019 amended as of July 10, 2019** that included the following Exhibits:

A. State Agencies/Agents for Service of Process	E-3. Franchisees Who Have Left the System in 2017
B. Franchise Agreement	F. Multi-State Addendum
C. Financial Statements	G. Electronic Depository Transfer Account (EDTA) Document
D. Operations Manual Table of Contents	H. Collateral Assignment of Lease
E-1. Franchisees as of December 31, 2017	I. Release
E-2. Businesses Not Yet Open as of December 31, 2017	J. Receipts

Date:____________________
(Do not leave blank)

____
Signature of Prospective Franchisee

____
Print Name

You may return the signed receipt either by signing, dating and mailing it to DHH Group, Inc. at 10 Bond Street, #446, Great Neck, New York 11021-2409, or by faxing a copy of the signed and dated receipt to DHH Group, Inc. at (212) 202-4825

RECEIPT
(RETURN THIS COPY TO US)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If DHH Group, Inc. 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 that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If DHH Group, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is DHH Group, Inc. located at 10 Bond Street, #446, Great Neck, New York 11021-2409. Its telephone number is (877) 299-7502.

Issuance date: **January 30, 2019 amended as of July 10, 2019.**

The name, principal business address and telephone number of the franchise seller for this offering is as follows: ______________________________.

DHH Group, Inc. authorizes the agents listed in Exhibit A to receive service or process for it.

I have received a disclosure document dated **January 30, 2019 amended as of July 10, 2019** that included the following Exhibits:

A. State Agencies/Agents for Service of Process	E-3. Franchisees Who Have Left the System in 2017
B. Franchise Agreement	F. Multi-State Addendum
C. Financial Statements	G. Electronic Depository Transfer Account (EDTA) Document
D. Operations Manual Table of Contents	H. Collateral Assignment of Lease
E-1. Franchisees as of December 31, 2017	I. Release
E-2. Businesses Not Yet Open as of December 31, 2017	J. Receipts

Date:____________________ ______________________________

(Do not leave blank) Signature of Prospective Franchisee

____

Print Name

You may return the signed receipt either by signing, dating and mailing it to DHH Group, Inc. at 10 Bond Street, #446, Great Neck, New York 11021-2409, or by faxing a copy of the signed and dated receipt to DHH Group, Inc. at (212) 202-4825.