FRANCHISE DISCLOSURE DOCUMENT

NATIONWIDE LIFTS®, INC.
A New York Corporation
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Queensbury, NY 12804
518-798-0871
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http://www.nwlifts.com

The franchisor is offering a franchise license for the operation of a business that will sell and install home elevators and associated products under the name "Nationwide Lifts"

The total investment necessary to begin operation of a Nationwide Lifts franchise is between $49,750 to a high of $74,500, which includes from $30,000 to $50,000 paid to Nationwide Lifts and its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Andrew Darnley at 10B Holden Avenue Queensbury NY 12804 and 315-391-3003.

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 Consumers Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

THE ISSUE DATE OF THIS DISCLOSURE DOCUMENT IS ~~APRIL~~JULY 15, ~~2021~~2022.

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 A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Nationwide Lifts 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 Nationwide Lifts 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 C.

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

Special Risks to Consider About This *Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in [State], 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 [State] than in your own state.
2. **Financial Risks**. 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.

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

To simplify the language in this Disclosure Document, “We” or "NWL" means NATIONWIDE LIFTS, INC., the franchisor. "You" means the person(s) who buy(s) the franchise. Nationwide Lifts is a New York corporation chartered on August 25, 2004 at which time it began operations. Our principal place of business is at 10B Holden Avenue, Queensbury, New York 12804 (Telephone Number (315-391-3003).

We have one affiliate, S&H Enterprises, Inc., d/b/a Nationwide Lifts also based at our 10B Holden Avenue headquarters. It was founded in 1998. In 2003, Andrew Darnley, III, joined the company and opened the California office which is now in Diamond Springs. This company provides the basis for the business plan that will be shared with franchisees under the Nationwide Lifts Franchise Agreement.

Currently, S&H Enterprises, Inc., d/b/a Nationwide Lifts services residential elevator clients nationwide from these two offices.

We do not have a predecessor or a parent company.

We do not now, nor will we in the future offer home elevator sales or service in any name other than Nationwide Lifts nor do we offer franchises under any other name or in any other industry.

Our agent for service of process in New York is Andrew Darnley. Refer to the Schedule of State Agencies attached for information on the agent for service of process in other states where we may be registered.

We grant franchises the right to market, sell, and install various home elevator products from our established manufacturers, with whom we have contractual agreements. Franchisees will market and operate their businesses under our trade name **NATIONWIDE LIFTS** Franchisees utilize our approved list of products and our website which identifies and describes the benefits of our services. Licensees generate revenues by selling and installing a variety of home elevator products to homeowners and businesses, utilizing our name, operating systems, and procedures.

We offer major advantages to persons interested in entering the home elevator field. Many of our marketing techniques are proprietary and we believe we will be able to help you meet licensing and insurance requirements in your marketplace. We award you the right to use our name and logo in your market, for soliciting business, in advertising, signage, brochures, letterhead and business cards. We will also add your franchise’s contact information to our web site to help you gain credibility in your community and generate sales. While we believe that your affiliation with our system is very beneficial, it does not guarantee that you will develop a successful or profitable business operation. Starting in 2010, we are increasingly marketing our franchises to people who are either already in the elevator business or who have some work experience in the industry, but we will still sell to other qualified candidates.

We have been offering franchises since December 17, 2004. We have not granted franchises in any other lines of business. We may, in the future, operate **Nationwide Lifts** offices in various markets that we do not currently service, but we will not encroach on the territory of a franchisee. Our affiliate company **S&H Enterprises, Inc.**, has operated a business similar to that offered by this circular nationwide since 1997. In 2014 we have started offering what we call an Affiliate arrangement to businesses already in the lift business, where they would get the right to sell certain products otherwise available only to our franchisees, and would pay a royalty based on the sale of those products. The will not do business as Nationwide Lifts and cannot sell in a territory that has been assigned to one of our franchisees. We currently operate the website, **www.nwlifts.com** which promotes our products and services through the internet. We will add new franchisees' contact information to this website when they are trained and prepared to service their markets and we will forward leads generated through our website to the franchisee whose license gives them the rights to service the area of the inquirer.

There are several state and federal regulations specific to the operation of a **Nationwide Lifts** office. In most markets, you, or someone on your staff, will need to have an elevator installation or maintenance license to oversee your operation. You will also be required to comply with numerous government regulations affecting the operation of your franchise and your relationship with employees, including minimum wage requirements, overtime, working conditions and citizenship requirements. There may be other laws applicable to your business and we urge you to make further inquiries of your advisors about such regulation.

You will compete with other businesses offering similar products and services. The home elevator industry is experiencing growth and a proliferation of businesses (and individuals) that offer similar and alternative products that are locally, regionally or nationally owned. The industry typically experiences minimal seasonal revenue fluctuations.

2. BUSINESS EXPERIENCE

President: Andrew Darnley, III

Andrew, joined S&H Enterprises, Inc., in June, 2003, to run the west coast operation from Sacramento. He became our President in 2009.

Technical Advisor: Andrew Darnley, II

Andrew serves as technical advisor to S&H Enterprises, Inc. and Nationwide Lifts. Andrew retired from the elevator industry in 2008 after 35 years of service.

3. LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

4. BANKRUPTCY

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

5. INITIAL FEES

All franchisees pay a uniform Initial Franchise Fee of $30,000 for a license to operate a Nationwide Lifts franchise based within a specific geographic territory with a residential population of at least 1,000,000. For franchisees in California, payment of this fee must be made in a lump sum when we have completed our pre-opening obligations to you and you are ready to open your franchised business.~~-~~The Initial Franchise Fee is deemed earned upon payment and there are no refunds available. We use your Initial Franchise Fee to cover our costs to train you, help determine your territory, provide you with you Operations Manual and other miscellaneous supplies, and cover our legal, accounting and other costs incurred in franchising.

Additional Protected Territory may be purchased at the time of your original purchase at a rate of $20 per 1,000 residents (or any portion thereof). During the term of your license, additional Protected Territory may be purchased (if available) at a rate of $25 per 1,000 residents (or any portion thereof), or at the rate being charged new franchisees at the time of your purchase, whichever is greater. All territory purchased must be contiguous to your existing territory. During ~~2019~~2021 we did not sell any franchises. You pay us or our affiliates no other fees or payments for services or goods before your business opens. We expect the fee to be uniform in 2022~~2019~~.

6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	3% of the total gross receipts of your business plus a base royalty equal to $1,250 per month.	The royalty is due by the 10th of the following month. Subject to $500 late fee plus 1.5% per month interest if not received within 7 days of the due date.[2]	Gross receipts includes all revenue collected by the franchise.[3] Gross receipts does not include sales or use taxes.
Advertising Fees	We may in the future require you to pay up to 1.5% of your Monthly Sales into a National Advertising Fund.	These funds will be payable Monthly by the tenth day of the following month,	We will utilize the National Advertising Fund to promote the systems products &

Type of Fee	Amount	Due Date	Remarks
		based on the Advertising Fund Report that must be submitted.	services and to produce advertising media for use in local markets.
Local Advertising[1]	We require that you spend at least an additional 2% of your monthly sales on local advertising.	As arranged with local vendors	None
Additional Franchise Management Training[1]	$750 per person is the current charge for the training of employees in excess of the two provided for in your initial franchise fee.	2 weeks prior to beginning of training.	We train 2 persons free. See Item 11.
Transfer[1]	25% of the then current initial franchise fee	Not applicable	There is no fee for an approved transfer
Renewal Fee[1]	No renewal fee	When you sell your business	Due if you transfer your business or franchise agreemet
Audit[1]	If we feel it is necessary to audit your books and an underpayment of 3% or more is discovered, you must pay us the cost of the audit plus 10% annual interest and 10% of underpaid royalty.[2]	3 days after billing.	Payable by you only if audit shows an underpayment of at least 3% of gross receipts for any month or if we initiate an audit because of your failure to submit reports required by your Franchise Agreement.

1 All fees are imposed by and are payable to us. All fees are non-refundable.

2 You must permit us to debit your checking account or charge a credit card for payment of your Royalty and Advertising Fees based upon reports that you must fax or email to headquarters each month. Interest begins from the date of any underpayment.

3 You must pay royalties on all funds collected by your business. In a case where you are unable to

collect from a customer, no royalty will be due.

4 We have the right to institute a National Advertising Fund and require that you and all franchisees pay up to 1.5% of monthly sales into the fund. The Nationwide Lifts Ad Fund will be administered by a committee consisting of Franchise Owners and our representatives and these funds will not be co-mingled with other funds. At such time, if ever, that an Advertising Fund is implemented, we will contribute one and one-half percent (1.5%) (or any lower system-wide percentage rate which is identical to that paid by franchisees) of our company-owned Nationwide Lifts operating units' (or our affiliates') revenues to the fund. We will notify all franchisees 90 days before implementing an Advertising Fund and collecting these fees. (See Section 11, Paragraph 8 for further details on the proposed Advertising Fund.)

7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$30,000 for the first 1 million population and $20 per thousand thereafter. (Note 1)	Lump Sum	When we have completed our pre-opening obligations to you and you are ready to open your franchised business	Us
Travel & Living Expenses while Training	$500 to $2,500	As Incurred	During Training	Airlines, Hotels, & Restaurants
Leasehold Improvements	$0 to $5000	(Note 2)	(Note 2)	(Note 2)
Furniture, Equipment & Computers (Note 3)	$3,000 to $5,000	As Incurred	Before Opening	Us or other Vendors
Truck [Cost $25,000 leased or financed] (Note 4)	$250 to $1,000	As Incurred	Before Opening	Vendors

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Tools	$3,000	As Incurred	Before Opening	Vendors
Insurance	$7,000	As Incurred	Before Opening	Vendors
Grand Opening Promotion	$1,000 to $3,000	As Incurred	Before Opening	Vendors
Miscellaneous Opening Costs (Note 5)	$0 to $1,000	As Incurred	Before Opening	Vendors
Security and Lease Deposits (Note6)	$0 to $2,000	Before Opening	Before Opening	Landlord
Additional Funds (Note 7)	$5,000 to $15,000	As Incurred	During the initial 6-month period	Vendors
TOTALS	$49,750 to $74,500 (Notes 7)			

Notes:

1 This fee is deemed earned when collected and there are no refunds available.

2 In many jurisdictions, you will be able to work from your residence. A suitable facility would include 125 to 250 square feet of office space plus some storage space for inventory and supplies. As your business grows, you may wish to move to commercial space. When you take commercial space, you may incur leasehold improvement costs and you will pay ongoing rental fees for the space. Your office must be within your Protected Territory.

3 Equipment includes items in the following chart:

IBM Compatible Desktop Computer with a minimum of 90 gigabytes hard drive and a	

processor running at 2.0 gHz or more, 512MB Ram, and a CD drive.	$500 to $1,000
Laser printer, and fax machine.	$500 to $750
Software	$750 to $1,000
Desk, Chair, Telephone, File Cabinet	$1,250 to $2,250
TOTALS	$3,000 to $5,000

4 Truck Graphics Package: You will need a truck for the servicing of your accounts. You may lease it, or obtain a loan to finance its cost. The amounts shown here include the first and last months payments on a typical lease. We will guide you in having the proper Nationwide Lifts logos and marketing information detailed on the truck. Should you choose to purchase a truck outright, we estimate your costs would include approximately $20,000 for a new truck plus $5,000 in additional storage racks, accessories and graphics.

5 Miscellaneous Opening Costs include costs of office supplies, printed forms, the installation of two telephone lines, government license fees and incorporation.

6 The figure for Security Deposits assumes that, if you rent space outside your residence, you will pay the first and last month's rent and typical utility deposits. If you operate from your home, no security deposits would be necessary.

7 Additional Funds estimates the cash or credit lines you should have available when you open your business. These expenses include payroll costs for employees but not you. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. ~~Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your Nationwide Lifts products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.~~

8 To create these estimates of how much you may spend during the time from signing your Franchise Agreement until you reach break even, we relied on our management team's experience in the residential elevator business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Starting in 2010, we started focusing our sales efforts on franchise candidates who are either already in the elevator business or have some work experience in the industry. If you are already in the business, you may have already incurred many of the costs described in the table above.

8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

All Nationwide Lifts franchisees offer the same menu of services and sell from the same list of products that meet the quality standards set forth in the Operations Manual. You may not substitute brands without written approval from us. At the present time, there are four acceptable vendors for our residential elevator, chair lift and dumb-waiter products. We have arranged for volume purchasing discounts from our vendors for our franchisees but you will be billed by and pay directly, the manufacturers of the equipment you sell. We do not receive discounts from these vendors that exceed those available to all franchisees nor do we receive rebates from these suppliers. Suppliers are approved or rejected based on the quality of their products, their delivery time, their financial strength and reputation for reliability.

Our President, Andrew Darnley III owns a controlling interest in Elevation Innovations, Inc., which is our only approved supplier of dumb-waiters. Other than that one instance, there are no approved suppliers in which any of our officers own an interest.

You must also purchase letterhead, business cards, signs, marketing materials, uniforms and supplies in accordance with quality standards set forth in the Operations Manual. These specifications include standards for quality, reliability and delivery. These products are offered by us but may be purchased from any vendor of your choosing. In 2021~~2019~~, we did not derive any revenue from sales of goods or services to our franchisees.

We estimate that purchases from approved suppliers or in accordance with our specifications will represent approximately 5% of your total cost to establish, and approximately 45% to 50% of your total cost to operate, your franchise. However, 100% of your purchases of products for resale must be made from approved vendors.

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 obligation in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 2 and 4D of Franchise Agreement	Items 7 and 11
b. Pre-opening purchase/leases	Sections 4 and 5 of Franchise Agreement	Items 6 & 7
c. Site development and other pre-opening requirements	Sections 2, 4 and 5 of Franchise Agreement	Items 7 and 11
d. Initial and ongoing training	Sections 4A & 5A of Franchise Agreement	Item 11
e. Opening	Sections 2, 5B, & 5C of Franchise Agreement	Item 5 & 11D
f. Fees	Section 3 & 6 of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Section 5 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Section 5C of Franchise Agreement	Items 13 and 14
i. Restrictions on products/ services offered	Section 5C of Franchise Agreement	Items 8 & 16
j. Warranty and customer service requirements	Section 5B, 5C & 5E of Franchise Agreement	Item 11
k. Territorial development and sales quotas	Section 6A of Franchise Agreement	Item 12
l. Ongoing product/service purchases	Section 5E of Franchise Agreement	Items 8 & 16
m. Maintenance, appearance and remodeling requirements	None	None
n. Insurance	Section 5I of Franchise Agreement	Items 7 and 11

Obligation	Section in Agreement	Disclosure Document Item
o. Advertising	Section 5G of Franchise Agreement	Items 6 and 7
p. Indemnification	Section 7 of Franchise Agreement	Item 13
q. Owner's participation/ management/staffing	Section 5B of Franchise Agreement	Item 15
r. Records and reports	Sections 5H, 6A & 6B of Franchise Agreement	Item 6
s. Inspections and audits	Section 5H of Franchise Agreement	Item 6
t. Transfer	Section 11 of Franchise Agreement	Items 6 and 17
u. Renewal	Section 8 of Franchise Agreement	Items 6 and 17
v. Post-termination obligations	Section 10 of Franchise Agreement	Item 17
w. Non-competition covenants	Section 15 & Addendum B of Franchise Agreement	Item 17
x. Dispute resolution	Sections 18 & 20 of Franchise Agreement	Item 17
y. Other (describe)	NA	NA

10. FINANCING

We do not offer direct financing of your Initial Franchise Fee nor any other costs associated with opening your franchise. We do not guarantee any of your obligations.

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

Except as listed below, Nationwide Lifts is not required to provide you with any assistance.

Prior to Opening:

1 We will assign your Protected Territory and protect you from having another franchisee, or us, open a **Nationwide Lifts** business within your Protected Territory. (Franchise Agreement - Paragraph 2 and Addendum A)

2 We will provide a training program. The location of the training will be determined at the time of scheduling. The remaining 8 days of the 17 day program will be hands on experience in actual installations. The training will include information on topics critical to your success as follows:

TRAINING PROGRAM

Subject	Hours of Class-room Training	Hours of On-the-Job Training	Location
Sales / Marketing / Safety / Accounting / Vendor Relations	24	0	Headquarters
Installation Techniques: Freedom Series	24	0	Vendors Staff
Installation Techniques: Apex Series, Vision Series, Stair Lifts	24	0	Vendors Staff
On-site Experience: Freedom Green[1]	0	32	Customer Site
Onsite Experience: Freedom 750	0	32	Customer Site

[1] Training will be held at a customer installation site.

The cost of this training is included in your Initial Franchise Fee but you must pay the travel and living expenses for yourself and your employee(s) for the time you will spend learning our system at the various training sites. Training occurs at our headquarters and in your marketplace. We will pay for our staff's travel and living expenses when they visit your market. Training is directed by our President Andrew Darnley III, who has been with us since inception in 2004 and with our affiliate since 2003.

The training program shown here is standard for new franchisees who have no experience in the elevator business. If you are currently in the business or have a strong background in the business, you may skip all but the first part of the training program, in which case the training may be done at your offices rather than ours.

During the operation of the franchised business, we will:

1. Provide your units contact information on our website to assist prospects in locating your franchise and we will forward leads from your territory to you.

2. Maintain a telephone advisory service to provide a prompt response to your sales, technical, administrative, and management questions regarding the operation of your franchise. (Franchise Agreement - Paragraph 4A, (ii))

3. Identify new services and products and train you in methods for implementing them in your marketplace. We will also provide you with information about developments in the industry that may impact your business. (Franchise Agreement - Paragraph 4B).

4. Lend you a copy of our Operations Manual which contains mandatory and suggested specifications, standards and procedures. This manual is confidential and remains our property. We may modify this manual, but the modification will not alter your status and rights under the Franchise Agreement. (Franchise Agreement - Paragraph 4B). The table of contents of our current Operations Manual follows this section. This manual currently consists of ~~approximately 120~~124 pages.

5. We will hold annual conferences to discuss improvements in the **Nationwide Lifts** system, sales and pricing techniques, quality control, advertising programs and accounting. We may or may not charge you a conference fee but you must pay all your travel and living expenses. These elective conferences may be held at our Glens Falls headquarters or at other locations of our choosing. (Franchise Agreement - Paragraph 4B)

6. We may, from time-to-time, develop advertising and marketing materials for use in your territory. You will receive samples of these items at no charge. If you want additional copies you must pay us or other vendors for them. You may develop advertising materials for your own use, at your own cost. We must approve these materials in writing in advance of their use. Your franchise agreement requires that you spend at least 2% of your franchise unit's sales in local marketing. In addition, in the future, we may require that you and all franchisees pay up to 1.5% of monthly sales into a National Advertising Fund. The Nationwide Lifts Ad Fund will be administered by a committee consisting of Franchise Owners and our representatives. At such time, if ever, that an Advertising Fund is implemented, we will contribute one and one-half percent (1.5%) (or any lower system-wide percentage rate which is identical to that paid by franchisees) of our company-owned

Nationwide Lifts units' revenues (or those of our affiliates(s) operating under the Nationwide Lifts name) to the fund . (Franchise Agreement - Paragraph 4E)

C. Computer Purchases

You are required to have a computer for developing a database of your clients, maintaining communications over the Internet and to produce your accounting records. Your system and its software must properly communicate with our systems to permit report submission and to access the Internet for communicating with us. You will need a minimum configuration as outlined in Section 7 above.

D. Site Selection and Opening

Franchisees typically open their units 1 to 3 months after they sign a franchise agreement. The factors that affect this time may include their ability to obtain a lease (if operating outside their residences), financing, or building permits, zoning and local ordinances, weather conditions, shortages, and delayed delivery of equipment. There is a requirement that you open your franchise within 120 days of signing your Franchise License, unless you receive a written extension of this time.

NATIONWIDE LIFTS TECH
OPERATIONS MANUAL
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12. TERRITORY

You will receive an Exclusive Territory with a minimum population of 1,000,000 residents. Your territory will be defined by telephone area codes. You are free to solicit, market and sell Nationwide Lifts products and services only in markets that are not within the protected territories of other franchisees or areas being actively served by Nationwide Lifts, Inc. or our affiliate(s). Should you establish an account in a market that is subsequently assigned to a franchisee, it will be assigned to that franchise and you will be prohibited from servicing that account further. In addition, you may not establish advertising programs or mailing addresses for your Nationwide Lifts business that would lead others to believe that you have authorization to service clients outside of your Exclusive Territory.

We will not establish other franchises or company-owned (or affiliated) offices operating a residential home elevator sales and installation business under a different trade name or trademark in your protected area. Neither we nor our affiliates will sell products under the Nationwide Lifts trademarks or otherwise within or outside of your territory through other channels of distributions such as the internet, catalog sales, telemarketing or other direct marketing sales. You may not use alternative distribution channels such as these to make sales outside or inside your territory. You will receive no compensation from any sales through alternative distribution channels.

You are required in Section 5B of your Franchise Agreement to complete your initial training and commence business operations within 120 days after signing your Franchise Agreement. Failure to do so constitutes a breach of your Franchise Agreement.

13. TRADEMARKS

We grant you the right to operate an office, market, sell and install residential elevator systems under the name **Nationwide Lifts.** You may also use current and future trademarks and service marks we register to identify your business and its products and services. Our affiliate, S & H Enterprises, Inc., has assigned the rights to one Service Mark: **Nationwide Lifts**, which was registered with the United States Patent and Trademark Office principal register on June 14, 2005, Registration Number 2962691. That registration expired and was cancelled on January 11, 2019. The affiliate filed an application for a new registration on January 28, 2019, and that has been registered on the Principal Register, with registration number 5,866,480.

You must follow our rules when you use these marks. You cannot use our name or mark as part of your corporate (or other entity) name or with modifying words, designs or symbols except for those which we license to you. You may not use **Nationwide Lifts** registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

Your conduct on the Internet, including without limitation, your use of the Marks on the Internet and in domain names for the Internet, is subject to the provisions of the Franchise Agreement. We reserve the right to establish and modify, from time to time, rules which will govern your conduct and use of the

Internet in connection with your Nationwide Lifts franchise business, and you must agree to abide by such rules. At the present time, only **Nationwide** Lifts is permitted to maintain a website promoting the franchise system. Your rights to use the Marks and our Business System on the Internet will terminate when the Franchise Agreement terminates or expires.

You must notify us immediately if you learn about an infringement of, or challenge to your use of any of our trademarks. We will take the action we think appropriate.

You must modify or discontinue the use of a service mark or trademark if we modify or discontinue it. If this happens, we will reimburse you for your tangible costs of compliance that have been pre-approved by us in excess of $5,000 (i.e., changing signs). You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of **Nationwide Lifts** trade or service mark(s). No agreements limit our right to use or license the use of our trademarks.

There are no currently effective material determinations of the Patent and Trademark office, Trademark Trial and Appeal Board, the Trademark Administrator of any State or any court, pending infringement, opposition or cancellation, or pending material litigation involving the principal trademark.

14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

You may use the proprietary information in our Operations Manual described in Item 11. Although we have not filed an application for a copyright registration for the Operations Manual, we claim a copyright, and the information is proprietary. Item 11 describes limitations on the use of this manual by you and your employees. You must also promptly tell us if you learn about unauthorized use of this proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate.

We do not own any patents and there are no applications pending for patent rights.

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

We do not require that you personally supervise the franchised business. The business must be directly supervised, on a day to day basis, by a manager who has successfully completed our training program. The manager may not have an interest or business relationship with any of our business competitors. The manager need not have an ownership interest in a corporate or partnership-run franchise. The manager must sign a written agreement to maintain confidentiality of the trade secrets described in Item 14 and to conform with the covenants not to compete described in Item 17.

Each individual who owns a 5% or greater interest in the franchise entity, who has not signed the Franchise Agreement, must sign a Guarantee assuming and agreeing to discharge all obligations of the "Franchisee" under the Franchise Agreement. (See Addendum C of the Franchise Agreement.)

16. RESTRICTIONS OF WHAT THE FRANCHISEE MAY SELL

We require you to offer and sell only those products and services that we have approved (see Item 9) and that you only utilize products approved by us. You are required to offer all the products and services as defined in the Operations Manual. There is no limitation of our right to modify the list of approved services that you must provide.

17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term	Section 8	The term is 10 years.
b. Renewal or extension of the term	Section 8	If you are in good standing you can renew for additional 10 year terms.
c. Requirements for franchisee to renew or extend	Section 8	Sign new agreement and pay renewal fee. You may be asked to sign a contract with materially different terms and conditions than your original contract, but the boundaries of the Territory will remain the same, and the Continuing Royalty on renewal will not be greater than the Continuing Royalty that we then impose on similarly situated renewing franchises.
d. Termination by franchisee	Sections 3 & 9A	Not Permitted. You may terminate the agreement upon any grounds available by law.
e. Termination by franchisor without cause	Section 9B	Not Permitted

Provision	Section in Franchise or Other Agreement	Summary
f. Termination by franchisor with cause	Section 9C	We can terminate only if you are in default.
g. "Cause" defined–curable defaults	Section 9C	Curable defaults: non-payment of fees, non-reporting, failure to meet Franchise Agreement standards, non-compliance with local law, poor business practices (as defined), failure to obtain non-compete agreements from managers, operating from non-approved site, offering services in another name or outside of protected territory.
h. "Cause" defined–non-curable defaults	Section 9C	Non-curable defaults: conviction of felony, repeated defaults (even if cured), abandonment, trademark misuse, unapproved transfers, bankruptcy, insolvency, or false statements on applications or reports.
i. Franchisee's obligations on termination/non-renewal	Section 10	Obligations include complete de-identification and payment of amounts due (see also r, below).
j. Assignment of contract by franchisor	Section 11C	We may assign our rights.
k. "Transfer" by franchisee– defined	Section 11B	Includes transfer of contract, or assets, or ownership change
l. Franchisor approval of transfer by franchisee	Section 11B	We have the right to approve all transfers but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section 11B	New franchisee qualifies, transfer fee paid, purchase agreement approved, training arranged, release signed by you, all fees owed by you paid, and current agreement signed by new franchisee (also see r, below).
n. Franchisor's right	Section 11E	Right of first refusal is reserved by us. We will

Provision	Section in Franchise or Other Agreement	Summary
of first refusal to acquire franchisee's business		have 10 days to notify you of our intention to meet the terms of a buyer and 45 days to complete a purchase.
o. Franchisor's option to purchase franchisee's business	None	None exists
p. Death or disability of franchisee	Sections 11 and 11B	Your estate and/or beneficiaries can inherit your rights as long as a qualified manager runs your franchise.
q. Non-competition covenants during the term of the franchise	No provision	No provision
r. Non-competition covenants after the franchise is terminated or expires	No provision	No provision
s. Modification of the agreement	Section 16	No modifications generally unless agreed to in writing by both parties but Operations Manual is subject to change.
t. Integration/merger clause	Section 16	Only the terms of the franchise agreement are binding. . Any representations or promises outside of the Franchise Disclosure Document and any other agreements may not be enforceable
u. Dispute resolution by mediation or arbitration	Section 18	Except for certain claims, all disputes must be first mediated, then arbitrated in Queensbury, New York.
v. Choice of forum	Section 20	Litigation must be in the United States District Court for the Northern District of New York or the State Court in Warren County, New York. See

Provision	Section in Franchise or Other Agreement	Summary
		Addendum D.
w. Choice of law	Section 20	New York law applies. See Addendum D.

18. PUBLIC FIGURES

We do not use any celebrities or public figures to promote our franchise to the public at large or to those considering purchasing our franchises.

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 our President, Andrew Darnley, at 10B Holden Avenue Queensbury, NY 12804 (315) 391-3003, the Federal Trade Commission, and the appropriate state regulatory agencies.

20. OUTLETS AND FRANCHISEE INFORMATION

ITEM 20 TABLE NO. 1

Systemwide Outlet Summary
For Years ~~2018~~2019 through 2021~~2020~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019~~2018~~	11	11	0
	2020~~2019~~	11	11	0
	2021~~2020~~	11	11	0
Company-Owned	2019~~2018~~	3	3	0
	~~2019~~2020	3	3	0
	2021~~2020~~	3	3	0
Total Outlets	~~2018~~2019	14	14	0
	~~2019~~2020	14	14	0
	2021~~2020~~	14	14	0

ITEM 20 TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years ~~2018~~2019 through 2021~~2020~~

~~Wyoming~~ Colorado	~~2018~~2019	0
	2020~~2019~~	0
	2021~~2020~~	~~0~~1
Total	2019~~2018~~	0
	2020~~2019~~	0
	2021~~2020~~	0

Note – the franchisee in Colorado also transferred his territories in Utah and Wyoming, all in the same transaction

ITEM 20 TABLE NO. 3
Status of Franchised Outlets
For Years ~~2018~~2019 through 2021~~2020~~

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
California	2019 ~~2018~~	1	0	0	0	0	0	1
	2020 ~~2019~~	1	0	0	0	0	0	1
	2021 ~~2020~~	1	0	0	0	0	0	1
Colorado**	~~2018~~ 2019	1	0	0	0	0	0	1
	2020 ~~2019~~	1	0	0	0	0	0	1
	2021 ~~2020~~	1	0	0	0	0	0	1
Illinois	~~2018~~ 2019	1	0	0	0	0	0	1
	2020 ~~2019~~	1	0	0	0	0	0	1
	~~2020~~ 2021	1	0	0	0	0	0	1
Massachusetts	~~2018~~ 2019	1	0	0	0	0	0	1
	2020 ~~2019~~	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
	2021 ~~2020~~	1	0	0	0	0	0	1
Michigan	2019 ~~2018~~	1	0	0	0	0	0	1
	2020 ~~2019~~	1	0	0	0	0	0	1
	2021 ~~2020~~	1	0	0	0	0	0	1
Missouri*	~~2018~~ 2019	1	0	0	0	0	0	1
	~~2019~~ 2020	1	0	0	0	0	0	1
	~~2020~~ 2021	1	0	0	0	0	0	1
Texas	~~2018~~ 2019	2	0	0	0	0	0	2
	2020 ~~2019~~	2	0	0	0	0	0	2
	~~2020~~ 2021	2	0	0	0	0	0	2
Utah	~~2018~~ 2019	1	0	0	0	0	0	1
	2020 ~~2019~~	1	0	0	0	0	0	1
	~~2020~~ 2021	1	0	0	0	0	0	1
Wisconsin	~~2018~~ 2019	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
	~~2019~~ 2020	1	0	0	0	0	0	1
	2021 ~~2020~~	1	0	0	0	0	0	1
Wyoming	~~2018~~ 2019	1	0	0	0	0	0	1
	~~2019~~ 2020	1	0	0	0	0	0	1
	2021 ~~2020~~	1	0	0	0	0	0	1
Totals	~~2018~~ 2019	11	0	0	0	0	0	11
	~~2019~~ 2020	11	0	0	0	0	0	11
	2021 ~~2020~~	11	0	0	0	0	0	11

*Our Missouri Franchisee also serves Kansas.
** Our Franchisee in Colorado also serves Utah and Wyoming.

ITEM 20 TABLE NO. 4
Status of Company-Owned Outlets*
for Years ~~2018~~2019 through ~~2020~~2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchise	Outlets at End of the Year
California	2019~~2018~~	2	0	0	0	0	2
	2020~~2019~~	2	0	0	0	0	2
	~~2020~~2	2	0	0	0	0	2

	021						
New York	2019~~2018~~	1	0	0	0	0	1
	2020~~2019~~	1	0	0	0	0	1
	~~2020~~2021	1	0	0	0	0	1
Totals	2019~~2018~~	3	0	0	0	0	3
	2020~~2019~~	3	0	0	0	0	3
	~~2020~~2021	3	0	0	0	0	3

*These offices are owned and operated by our affiliate, S & H Enterprises, Inc. which operates under the Nationwide Lifts trademark.

ITEM 20 TABLE NO. 5
Projected Openings as of December 31, ~~2020~~2021

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 12 Fiscal Year
Florida	0	1	0
Totals	0	1	0

The names of all franchisees and the addresses and telephone numbers of their franchises as of December 31, ~~2020~~2021, are listed as Exhibit F to this Disclosure Document. A list of the names and last known home addresses and telephone numbers of every franchisee whose franchise was terminated or canceled, or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the fiscal year ended December 31, ~~2020~~2021, or who has not communicated with us within 10 weeks of the date of this Disclosure Document, is included in Exhibit F. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed any confidentiality clauses with any current or former franchisees which would in any way restrict their ability to speak with you openly about their experience with Nationwide Lifts.

There are no trademark specific franchisee organizations associated with the franchise system, nor are there any independent franchisee organizations that have asked to be included in this disclosure document.

21. FINANCIAL STATEMENTS

The company's Audited Financial Statements as of December 31, ~~2020~~2021, December 31, 2020~~2019~~ and December 31, ~~2018~~2019 are attached hereto as Exhibit A. Also included in Exhibit A are our interim ~~and~~ unaudited financial statements as of ~~April~~September 30, ~~2021. With respect to the April 30, 2021 financial statements, THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM~~2022.

22. CONTRACTS

Attached hereto are the following Agreements:

EXHIBIT B -- Sample Non-Disclosure and Non-Compete Agreement

EXHIBIT E - Franchise Agreement

Addendum A - Territory Definition

Addendum B - Non Disclosure Agreements

Addendum C - Guaranty

EXHIBIT A TO THE FRANCHISE DISCLOSURE DOCUMENT

Financial Statements

With respect to the September 30, 2022 financial statements, THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

EXHIBIT B TO THE FRANCHISE DISCLOSURE DOCUMENT

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT FOR GENERAL MANAGERS

1. In consideration for employment, the undersigned, wishing to become an employee of ______________________________, a Franchisee of **NATIONWIDE LIFTS, INC.**, agrees to take **Nationwide Lifts** (hereinafter referred to as Franchisor) basic course in management of a business selling, marketing, and installing various residential elevator products and related services to businesses and consumers within 30 days of the date hereof.

2. The undersigned shall not disclose to any unauthorized person any information pertaining to the Franchisee's business, including information concerning residential elevator products and services, marketing methods, advertising methods, product mix, sources, pricing techniques and any other information represented as confidential by the Franchisee to the undersigned, without the Franchisor's specific written consent during the term of employment nor for three (3) years thereafter.

3. The undersigned shall not be involved directly or indirectly, as manager, general manager, sales agent, sales or management level employee, consultant, owner, or representative, in any business or business activity which is engaged wholly or partially in the business of selling residential elevator products or related services or any business substantially competitive with Franchisee's business, anywhere within an area defined by a fifty (50) mile radius of Franchisee's Protected Territory, during the term of employment, nor for a period of two (2) years after its termination.

4. The undersigned expressly acknowledges and represents that, prior to entering into this Agreement, he/she was employed and earned a living in some occupation other than that contemplated by this Agreement, and would not be prevented or prohibited from being employed and earning a living upon the termination of this Agreement, whether voluntarily or involuntarily, in the event he/she was prohibited from engaging in the business of selling or installing residential elevator products.

The undersigned acknowledges that a copy of this Agreement will be immediately provided to

NATIONWIDE LIFTS, INC.
Balance Sheet
As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
1000 · Glens Falls National Bank	14,031.62
Total Checking/Savings	14,031.62
Accounts Receivable	
1200 · Accounts Receivable	-55,503.55
1203 · Other Accounts Reveivable	80,871.55
Total Accounts Receivable	25,368.00
Other Current Assets	
1202 · Loan Rec - Barrier Free	8,000.00
Total Other Current Assets	8,000.00
Total Current Assets	47,399.62
Fixed Assets	
1470 · Office Equipment	32,407.20
1480 · Vehicles	32,261.00
1625 · Accum. Dep & Amortization	-25,097.12
Total Fixed Assets	39,571.08
Other Assets	
1750 · Other Amortizable Costs	29,460.00
1760 · Accum. Amortization	-29,460.00
Total Other Assets	0.00
TOTAL ASSETS	**86,970.70**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	25,650.10
Total Accounts Payable	25,650.10
Credit Cards	
Chase - Southwest Credit Card	975.84
Total Credit Cards	975.84
Other Current Liabilities	
2100 · Trade Accounts Payable	1,947.39
2101 · Payroll Liabilities	363.06
2300 · Customer Deposits	7,415.71
2605 · Accrued Expenses	1,192.43
Total Other Current Liabilities	10,918.59
Total Current Liabilities	37,544.53
Long Term Liabilities	
2900 · Long Term Debt	-2,776.45
2960 · Loan Payable - S&H Enterprises	405,990.83
Total Long Term Liabilities	403,214.38
Total Liabilities	440,758.91

NATIONWIDE LIFTS, INC.
Balance Sheet
As of September 30, 2022

	Sep 30, 22
Equity	
3000 · Capital Stock/Owner's Capital	320,000.00
3020 · Treasury Stock	-91,000.00
3030 · Retained Earnings/Accum Earning	-396,495.50
3050 · Draw/Div/Distributions	-282,000.00
Net Income	95,707.29
Total Equity	-353,788.21
TOTAL LIABILITIES & EQUITY	**86,970.70**

2:24 PM
10/25/22
Accrual Basis

NATIONWIDE LIFTS, INC.
Profit & Loss
January through September 2022

	Jan - Sep 22
Ordinary Income/Expense	
Income	
4000 · Total Sales	919.02
4020 · Franchise Residuals	373,761.61
4030 · Marketing Sales	27,900.00
Total Income	402,580.63
Gross Profit	402,580.63
Expense	
6100 · Payroll Taxes	14,988.23
6220 · Dues & Subscriptions	209.20
6230 · Entertainment	5,979.28
6250 · Meals	87.26
6260 · Office Supplies	8,631.05
6300 · Automobile Expense	8,419.67
6310 · Telephone/Utilities	25,115.17
6350 · Sales & Marketing Supplies	199,417.97
6410 · Bank/Credit Card Fees	212.25
6430 · Insurance	-23.40
6440 · Interest/Finance Charges	0.03
6450 · Legal & Accounting	5,917.50
6490 · Management Fees	30,000.00
6710 · Annual Conference Expenses	7,744.13
Total Expense	306,698.34
Net Ordinary Income	95,882.29
Other Income/Expense	
Other Expense	
6700 · Income Tax Expense	175.00
Total Other Expense	175.00
Net Other Income	-175.00
Net Income	**95,707.29**

NATIONWIDE LIFTS, INC.

FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT

FOR THE YEARS ENDED DECEMBER 31, 2021 and 2020

BEECHER & BETHEL, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Route 9, P.O. Box 1246
South Glens Falls, New York 12803
(518) 793-5166
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Jeffrey J. Beecher, CPA
Stephen G. Bethel, CPA

Members
New York State Society of
Certified Public Accountants
American Institute of Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To The Board of Directors
Nationwide Lifts, Inc.
10B Holden Ave
Queensbury, NY 12804

We have audited the accompanying balance sheets of Nationwide Lifts, Inc., an "S" Corporation, as of December 31, 2021 and 2020, and the related statement of income, retained earnings, cash flows and the related notes to the financial statements for the year ended December 31, 2021 and 2020.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with the accounting principles generally accepted in the United States of America; this includes 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.

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation of fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entities internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the over all presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nationwide Lifts, Inc., as of December 31, 2021, and the results of its operations and its cash flows for the year ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America. Our opinion for the year ending December 31, 2020 was issued on April 15, 2021. We have not re-evaluated the financial statements for the year ending December 31, 2020, since that date and do not extend our opinion from that date.

Beecher & Bethel, LLP

Beecher & Bethel, LLP
South Glens Falls, New York
July 15, 2022

NATIONWIDE LIFTS, INC.
BALANCE SHEET
FOR THE YEARS ENDED DECEMBER 31, 2021 & 2020

	2021	2020
ASSETS		
Current assets:		
Cash and Cash Equivalents (note 1b,1e)	$ 4,794	$ 9,431
Accounts receivable (note 1c, 3)	28,464	30,790
Total current assets	33,258	40,221
Property and Equipment (note 1f)		
Furniture & Equipment	64,668	64,668
Accumulated Depreciation	(64,387)	(59,618)
Net property and equipment	281	5,050
Total assets	$ 33,539	$ 45,271
LIABILITIES AND STOCKHOLDERS' EQUITY	#	
Current liabilities:		
Accounts payable (note 3)	$ 138,223	$ 57,817
Accrued Liabilities	7,886	234
Current portion of long term debt (note 2)	6,523	6,203
Total current liabilities	152,632	64,254
Long term liabilities:		
Long term debt (note 2)	0	6,523
Loan Payable S&H Enterprises (note 2)	405,991	405,991
Total long term liabilities	405,991	412,514
Total Liabilities	558,623	476,768
Stockholders' equity:		
Common stock-no par value, 200 shares authorized & issued	320,000	320,000
Treasury Stock	(91,000)	(91,000)
Retained Earnings	(754,084)	(660,497)
Total stockholders' equity	(525,084)	(431,497)
Total liabilities and stockholders' equity	$ 33,539	$ 45,271

See accompanying notes and accountant's report.

NATIONWIDE LIFTS, INC.
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 & 2020

		2021		2020
Net cash flows from operating activities:				
Net income	$	(13,587)	$	74,621
Add (deduct) items not using (providing) cash:				
Depreciation expense		4,768		4,768
(Increase) decrease in accounts receivable		2,326		7,790
Increase (decrease) in accounts payable		80,406		8,238
Increase (decrease) in accrued liabilities		7,653		(59)
Net cash provided by operating activities		81,566		95,358
Cash flows from investing activities:				
Purchase of fixed assets		0		0
Net cash provided by investing activities		0		0
Cash flows from financing activities:				
Distributions		(80,000)		(82,200)
Proceeds from Long Term Debt		0		0
Payments on Long Term Debt		(6,203)		(5,916)
Net cash provided by financing activities		(86,203)		(88,116)
Net increase (decrease) in cash and cash equivalents		(4,637)		7,242
Cash and cash equivalents at beginning of period		9,431		2,189
Cash and cash equivalents at end of period	$	4,794	$	9,431
Supplemental disclosures of cash flow information:				
Cash paid during the year for:				
Interest (net of amount capitalized)	$	470	$	758
Income taxes		0		0

See accompanying notes and accountant's report.

NATIONWIDE LIFTS, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2021 & 2020

	2021	2020
Sales	$ 462,755	$ 449,343
Operating Expenses - Schedule - 1	476,342	374,722
Income from Operations	(13,587)	74,621
Other Income		
Miscellaneous Income	0	0
Total Other Income	0	0
Income Before Taxes	(13,587)	74,621
Income Taxes (note 1g)	0	0
Net Income	$ (13,587)	$ 74,621
Retained Earnings at the Beginning of Period	(660,497)	(652,918)
Less Distributions Paid	80,000	82,200
Retained Earnings at the End of Period	$ (754,084)	$ (660,497)

See accompanying notes and accountant's report.

NATIONWIDE LIFTS, INC.
SCHEDULE OF OPERATING EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2021 & 2020

Schedule 1

	2021	2020
Operating Expenses:		
Automobile Expense	$ 10,482	$ 5,236
Bad Debt Expense	0	26,595
Continuing Education	0	1,680
Depreciation (note f)	4,768	4,768
Dues & Subscriptions	1,665	205
Freight	0	1,333
Interest	470	758
License and Permits	0	700
Meals and Entertainment	4,500	2,856
Office Expense	11,914	14,733
Payroll Expenses	18,200	18,550
Payroll Taxes	1,651	1,531
Professional Fees	5,268	5,692
Supplies - Sales & Marketing (note 1d)	273,269	245,026
Taxes	1,025	175
Utilities	33,130	24,884
Management Fees (note 3)	110,000	20,000
Total Operating Expenses	$ 476,342	$ 374,722

See accompanying notes and accountant's report.

NATIONWIDE LIFTS, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2021 and 2020

NOTE A – ORGANIZATION AND OPERATIONS

Nationwide Lifts, Inc. (the "Company") was incorporated in the State of New York in August 2004, for the purpose of marketing and selling elevator franchises throughout the United States.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

The accounting policies of the company are in accordance with accounting principles generally accepted in the United States of America applied on a basis consistent with that of the preceding year. Outlined below are those policies considered particularly significant.

Revenue, Costs and Expense Recognition

Cash and Cash Equivalents

Cash and cash equivalents include cash and all investments with maturities of less than 90 days and are included as cash in the Statement of Cash Flows.

Inventories

All inventories are valued at the lower of cost or market.

Allowance for Doubtful Accounts

The Company's management has determined that a reserve for doubtful accounts would be immaterial in relation to the receivable balances. Therefore, a receivable is written off when it has been determined not to be collectible by management.

Advertising Costs

Advertising & Marketing costs are expensed as incurred. Advertising expense for the years ended December 31, 2021 and 2020 was $273,269 and $245,026, respectively.

Concentrations of Credit Risk

The Company maintains its cash balances in local financial institution, which are insured by the Federal Deposit Insurance Corporation up to $250,000. The Company has not experienced any losses in such account. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – (continued)

Fixed Assets

Property and Equipment
Property and equipment is recorded at cost. Depreciation of property and equipment is computed principally by the straight-line method at rates based on the following estimated useful lives:

Buildings	10-35 years
Machinery	5-20 years
Autos and trucks	3-7 years
Office equipment	5-15 years
Assets acquired under capital leases	5-10 years
Leasehold improvements	10-20 years

For federal income tax purposes the cost of property and equipment is depreciated using the accelerated methods of cost recovery over statutory recovery periods. The cost of assets sold, retired, or otherwise disposed of and the related allowance for depreciation is eliminated from the accounts, and any resulting gain or loss is included in operations. Expenditures for maintenance and repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized. Depreciation expense for the years ended December 31, 2021 and 2020 amounted to $4,768 and $4,768, respectively.

Income Taxes
Nationwide Lifts, Inc. has elected to be treated as an S Corporation. In lieu of federal corporate income taxes, under an S Corporation election, the stockholders of the Company are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the accompanying combined financial statements.

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

NOTE C – FIXED AND INTANGIBLE ASSETS

Assets and Liabilities and Revenues and Expenses
Assets and liabilities and revenues and expenses are recognized on the accrual basis of accounting.

NOTE D – NOTES PAYABLE

Long-Term Debt
Long-Term debt represents installment loans for transportation equipment, equipment and loans to the corporation from its shareholders.

	2021	2020
Loan payable to related party, with interest calculate at 0%, with no repayment scheduled.	405,991	405,991
Loan payable to Glens Falls National Bank, with interest calculate at 4.75%, with monthly payments of $556.16.	6,523	12,726
Total Long-Term Debt	412,514	418,717
Less: Current Installments	6,523	6,203
Long-Term Debt, excluding current installments	$ 405,991	$ 412,514

* Long-term debt owed to previous stockholder has been taken over by S&H Enterprises Inc.

The following is a schedule of principal reduction for the following years:

December 31, 2023	6,523
December 31, 2024	0
December 31, 2025	0
December 31, 2026	0
December 31, 2027	0
Thereafter	405,991
Total	$ 412,514

NOTE E – LEASES COMMITMENT

As of December 31, 2021 the Company has no leases.

NOTE F – CONTINGENT LIABILITIES AND COMMITMENTS

In the normal course of business, the company may be subject to claims and litigation. The company's management believes the Company's insurance coverage is sufficient to cover asserted and un-asserted claims, if any, and therefore the company's management believes there will be no material effect on the financial position of the company.

NOTE G – RELATED PARTY TRANSACTIONS

The Company's shareholders provide equity capital to the Company as necessary during a given calendar year and takes distributions from the Company during a given calendar year. The net of this equity capital funding is reflected in the financial as distributions in the financial statements.

The Company's shareholders take distributions and loans money to/from the company based on available cash flow from the operation. Distributions for each respective year are reflected within the financial statements. These transactions are not arms-length.

The Company's shareholders determine whether items should be recorded as expenditures paid for items the shareholder deems to be business related expense. The amount of expenditures is deemed deductible by the shareholders are unknown. These transactions are not arms-length.

During 2021 and 2020 the Company paid one related entity with common ownership $110,000 and $20,000 respectively for management fees. Prior period unpaid management fees are included in Long-term Debt for 2021 and 2020 is $405,991 and $405,991 respectively.

New Accounting Pronouncements – In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers (Accounting Standards Codification Topic 606, or ASC 606), which supersedes nearly all existing revenue recognition guidance. The new standard requires revenue to be recognized when promised goods or services are transferred to the customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services.

The new standard also requires additional disclosures about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from cost incurred to obtain or fulfill a contract. The new standard allows for either full retrospective or modified method of transition. In accordance with the adoption ratably over the remaining term of each underlying franchise agreement.

In January 2021, the FASB made an amendment to Topic 606, or ASC 606, known as the Practical Expedient. According to the Practical Expedient, the franchisor that enters into a franchise agreement may account for the following pre-opening services as distinct from the franchise license. A franchisor that elects the Practical Expedient shall apply the guidance in ASC 606 to determine whether the pre-opening services are distinct from one another unless it makes an accounting policy election to account for the pre-opening services as a single obligation. Pre-opening assistance relevant to the Company are as follows:

a. Training of the franchisee's personnel or the franchisee.
b. Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping.
c. Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes or about regulations affecting the franchisee's business.
d. Inspection, testing, and other quality control programs.

Company Revenue Recognition – The Company has implemented ASC 606 for the year ending December 31, 2021. The Company has chosen the Practical Expedient method of accounting for developer license fees and initial franchise fees. In the normal course of business, prospective franchisees will remit initial franchise fees to the Company concurrent with the execution of the new franchise agreement.

<u>Pre-Opening Commitments.</u> A portion of the developer license fees and initial franchise fees for pre-opening assistance shall be recognized in the year received. Pre-opening assistance has been determined to be a single obligation by the Company. The Company's pre-opening assistance commitment to franchisees typically occurs within 30 days, but no later than 6 months of receiving funds for developer license and/or initial franchise fees relating to franchise sales. There is no material financial commitment to franchisees beyond this time period for pre-opening assistance, under ASC 606 amendment, Practical Expedient. The services or conditions include providing an operations manual, marketing materials, training and start-up support.

Post-Opening Commitments. Under ASC 606, the performance obligation related to the future arrangements for services shall be collectively deferred and recognized on a straight-line basis over the term of the underlying agreements as a component of initial franchise fees in the accompanying statements of operations. The Company's management has elected not to defer the developer license fees and initial franchise fees over the term of the initial franchise term. For the year ending December 31, 2021, the company does not have any recorded deferred revenues.

NATIONWIDE LIFTS, INC.

FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT

FOR THE YEARS ENDED DECEMBER 31, 2020 and 2019

BEECHER & BETHEL, LLP
CERTIFIED PUBLIC ACCOUNTANTS

Route 9, P.O. Box 1246
South Glens Falls, New York 12803
(518) 793-5166
Fax (518) 793-5236

Jeffrey J. Beecher, CPA
Stephen G. Bethel, CPA

Members
New York State Society of
Certified Public Accountants
American Institute of Certified Public Accountants

To The Board of Directors
Nationwide Lifts, Inc.
10B Holden Ave
Queensbury, NY 12804

INDEPENDENT AUDITOR'S REPORT

Report on the Financial Statements

We have audited the accompanying balance sheet of the Nationwide Lifts, Inc., an "S" Corporation, as of December 31, 2020 and 2019, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Nationwide Lifts, Inc., as of December 31, 2020 and 2019, 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

April 15, 2021

Beecher & Bethel, LLP

NATIONWIDE LIFTS, INC.
BALANCE SHEET
FOR THE YEARS ENDED DECEMBER 31, 2020 & 2019

	2020	2019
ASSETS		
Current assets:		
Cash and Cash Equivalents (note 1b,1e)	$ 9,431	$ 2,189
Accounts receivable (note 1c, 3)	30,790	18,580
Loan Receivable-Barrier Free	0	20,000
Total current assets	40,221	40,769
Property and Equipment (note 1f)		
Furniture & Equipment	64,668	64,668
Accumulated Depreciation	(59,618)	(54,850)
Net property and equipment	5,050	9,818
Total assets	$ 45,271	$ 50,587
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable (note 3)	$ 57,817	$ 49,579
Payroll Liabilities payable	234	185
Credit Card Payable	0	108
Current portion of long term debt (note 2)	6,203	5,916
Total current liabilities	64,254	55,788
Long term liabilities:		
Long term debt (note 2)	6,523	12,726
Loan Payable S&H Enterprises (note 2)	405,991	405,991
Total long term liabilities	412,514	418,717
Total Liabilities	476,768	474,505
Stockholders' equity:		
Common stock-no par value, 200 shares authorized & issued	320,000	320,000
Treasury Stock	(91,000)	(91,000)
Retained Earnings	(660,497)	(652,918)
Total stockholders' equity	(431,497)	(423,918)
Total liabilities and stockholders' equity	$ 45,271	$ 50,587

See accompanying notes and accountant's report.

NATIONWIDE LIFTS, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2020 & 2019

	2020	2019
Sales	$ 449,343	$ 472,465
Operating Expenses - Schedule - 1	374,722	455,871
Income from Operations	74,621	16,594
Other Income		
Miscellaneous Income	0	0
Total Other Income	0	0
Income Before Taxes	74,621	16,594
Income Taxes (note 1g)	0	0
Net Income	$ 74,621	$ 16,594
Retained Earnings at the Beginning of Period	(652,918)	(642,512)
Less Distributions Paid	82,200	27,000
Retained Earnings at the End of Period	$ (660,497)	$ (652,918)

See accompanying notes and accountant's report.

NATIONWIDE LIFTS, INC.
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2020 & 2019

	2020	2019
Net cash flows from operating activities:		
Net income	$ 74,621	$ 16,594
Add (deduct) items not using (providing) cash:		
Depreciation expense	4,768	7,947
(Increase) decrease in accounts receivable	7,790	(8,467)
Increase (decrease) in accounts payable	8,238	14,270
Increase (decrease) in payroll liabilities	49	70
Increase (decrease) in credit card paayble	(108)	(1,679)
Net cash provided by operating activities	95,358	28,735
Cash flows from investing activities:		
Purchase of fixed assets	0	0
Net cash provided by investing activities	0	0
Cash flows from financing activities:		
Distributions	(82,200)	(27,000)
Proceeds from Long Term Debt	0	0
Payments on Long Term Debt	(5,916)	(5,642)
Net cash provided by financing activities	(88,116)	(32,642)
Net increase (decrease) in cash and cash equivalents	7,242	(3,907)
Cash and cash equivalents at beginning of period	2,189	13,338
Cash and cash equivalents at end of period	$ 9,431	$ 2,189

	2020	2019
Supplemental disclosures of cash flow information:		
Cash paid during the year for:		
Interest (net of amount capitalized)	$ 758	$ 1,032
Income taxes	0	0

See accompanying notes and accountant's report.

NATIONWIDE LIFTS, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2020 and 2019

1. Summary of Significant Accounting Policies

a) Business Activity
Incorporated in the State of New York in August 2004, the company was established to market and sell elevator franchises throughout the United States.

b) Cash and Cash Equivalents
Cash and cash equivalents consist of cash on hand, in checking accounts, in savings accounts, and in money market funds. For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

c) Allowance for Doubtful Accounts
The Company's management has determined that a reserve for doubtful accounts would be immaterial in relation to the receivable balances. Therefore, a receivable is written off when it has been determined not to be collectible by management.

d) Advertising Costs
Advertising & Marketing costs are expensed as incurred. Advertising expense for the years ended December 31, 2020 and 2019 was $245,026 and $303,086, respectively.

e) Concentrations of Credit Risk
The Company maintains its cash balances in local financial institution, which are insured by the Federal Deposit Insurance Corporation up to $250,000. The Company has not experienced any losses in such account. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

f) Property and Equipment
Property and equipment is carried at cost. Depreciation of property and equipment is computed principally by the straight-line method at rates based on the following estimated useful lives:

Buildings	10-35 years
Machinery	5-20 years
Autos and trucks	3-7 years
Office equipment	5-15 years
Assets acquired under capital leases	5-10 years
Leasehold improvements	10-20 years

For federal income tax purposes the cost of property and equipment is depreciated using the accelerated methods of cost recovery over statutory recovery periods. The cost of assets sold, retired, or otherwise disposed of and the related allowance for depreciation is eliminated from the accounts, and any resulting gain or loss is included in operations. Expenditures for maintenance and repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized. Depreciation expense for the years ended December 31, 2020 and 2019 amounted to $4,768 and $7,947, respectively.

g) Income Taxes

Nationwide Lifts, Inc. has elected to be treated as an S Corporation. Therefore, there is no provision for federal corporation taxes as the stockholders will be taxed individually on the profits of the corporation.

h) Estimates

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

i) Assets and Liabilities and Revenues and Expenses

Assets and liabilities and revenues and expenses are recognized on the accrual basis of accounting.

2. Long-Term Debt

Long-Term debt represents installment loans for transportation equipment, equipment and loans to the corporation from its shareholders.

	2020	2019
Loan payable to related party, with interest calculate at 0%, with no repayment scheduled.	405,991	405,991
Loan payable to Glens Falls National Bank, with interest calculate at 4.75%, with monthly payments of $556.16.	12,726	18,642
Total Long-Term Debt	418,717	424,633
Less: Current Installments	6,203	5,916
Long-Term Debt, excluding current installments	$ 412,514	$ 418.717

* Long-term debt owed to previous stockholder has been taken over by S&H Enterprises Inc.

The following is a schedule of principal reduction for the following years:

December 31, 2021		6,203
December 31, 2022		6,523
Thereafter		405,991
Total	$	418,717

3. Related Party

During 2020 and 2019 the Company paid one related entity with common ownership $20,000 and $20,000 respectively for management fees. Prior period unpaid management fees are included in Long-term Debt for 2020 and 2019 is $405,991 and $405,991 respectively.

NATIONWIDE LIFTS, INC.
SCHEDULE OF OPERATING EXPENSES
FOR THE YEARS ENDED DECEMBER 31, 2020 & 2019

Schedule 1

	2020	2019
Operating Expenses:		
Automobile Expense	$ 5,236	$ 5,474
Bad Debt Expense	26,595	0
Bank Service Charges	253	382
Conferences	0	4,603
Continuing Education	1,680	0
Depreciation (note f)	4,768	7,947
Dues & Subscriptions	205	199
Franchise Fees	0	0
Freight	1,333	146
Interest	758	1,032
License and Permits	700	925
Meals and Entertainment	2,856	6,719
Office Expense	10,480	10,089
Payroll Expenses	18,550	18,200
Payroll Taxes	1,531	1,545
Professional Fees	5,692	20,429
Supplies - Sales & Marketing (note 1d)	245,026	303,086
Taxes	175	175
Travel	0	2,361
Utilities	24,884	28,550
Independent Sales Force	4,000	24,009
Management Fees (note 3)	20,000	20,000
Total Operating Expenses	$ 374,722	$ 455,871

See accompanying notes and accountant's report.

NATIONWIDE LIFTS, INC., which is an intended third party beneficiary with the right to bring an action under this provision.

The undersigned further acknowledges that he/she has received a copy of this Agreement.

Franchisee		Printed Name	
Signature	Date	Signature	Date

EXHIBIT C TO THE FRANCHISE DISCLOSURE DOCUMENT

SCHEDULE OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

California
Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013-1105
(213) 736-2741

Hawaii
Department of Commerce & Consumer Affairs
335 Merchant Street, Suite 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois
Franchise Division
Office of Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana
Agent
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(137) 232-6681

Administrator
Securities Commissioner
Indiana Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(137) 232-6681

Maryland
Agent for Service of Process
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-7044
Inquiries About Franchise Matters
Office of Attorney General
Division of Securities
200 St. Paul Place, 20th Floor
Baltimore, Maryland 21202-2020/
(410) 576-7044

Michigan
Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Dept. Of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

Minnesota
Minnesota Dept. Of Commerce
85 Seventh Place East, Suite 280
St. Paul, Minnesota 55101
(612) 539-1600

New York
Bureau of Investor Protection & Securities
New York State Dept. Of Law
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8211
North Dakota
Office of Securities Commissioner
Fifth Floor
600 East Boulevard
Bismarck, North Dakota 58505

(701) 224-4712

Rhode Island
Division of Securities
Suite 232
233 Richmond Street
Providence, Rhode Island 02903
(401) 277-3048

South Dakota
Division of Securities
% 118 West Capitol
Pierre, South Dakota 57501
(605) 773-4013

Virginia
Agent for Service of Process
Clerk of the State Corporation Commission of Virginia
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9733
Inquiries About Franchise Matters
Securities and Retail Franchising Division
State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

Washington
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(206) 753-6928

Wisconsin
Securities & Franchise Registration
Wisconsin Securities Commission
P.O. Box 1768
Madison, Wisconsin 53701

(608) 266-8559

EXHIBIT D TO THE FRANCHISE DISCLOSURE DOCUMENT

STATE-SPECIFIC AMENDMENTS

The following information supplements our FRANCHISE DISCLOSURE DOCUMENT and supersedes any conflicting information contained in the main body of the Disclosure Document.

FOR RESIDENTS OF THE STATE OF CALIFORNIA

California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination or non-renewal of a franchise. If a franchise agreement contains a provision that is inconsistent with the law, the law still controls.

As described in Item 5 of the FDD, for franchisees in California, payment of the Initial Franchise Fee is not due until we have completed our pre-opening obligations to you and you are ready to open your franchised business.

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

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California Law.

The Franchise Agreement requires application of the laws of the state of New York. This may not be enforceable under California Law.

Neither the Franchisor, nor any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

Section 13125 of the California Corporations Code requires the Franchisor to give the Franchisee a disclosure document, in a form containing such information as the Commissioner may by rule or order require prior to a solicitation of a proposed material modification of an existing franchise.

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.

You must sign a general release if you transfer your franchise. California Corporations Code 13512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 13000 through 13516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

Our website, www.nwlifts.com, has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the contents of this website may be directed to the California Department of Financial Protection and Innovation, at www.dfpi.ca.gov.

Franchisees must also sign a personal guaranty, making your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk if your franchise fails.

~~For franchisees in California, the initial franchise fee is due when we have completed all of our pre-opening obligations to you and you are ready to open the franchised business.~~

Illinois State Law Appendix

The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois Law, ILCS 705/19 and 705/20.

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

The Franchise Agreement requires that a Franchisee shall be subject to the jurisdiction or venue of any state or federal court in New York. These provisions may not be enforceable under Illinois law.

BY EXECUTING THIS APPENDIX, THE PARTIES HERETO MAKE THIS APPENDIX A PART OF THE ACCOMPANYING FRANCHISE AGREEMENT, AND INCORPORATE THIS APPENDIX THEREIN.

Minnesota State Law Appendix

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. 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.

BY EXECUTING THIS APPENDIX, THE PARTIES HERETO MAKE THIS APPENDIX A PART OF THE ACCOMPANYING FRANCHISE AGREEMENT, AND INCORPORATE THIS APPENDIX THEREIN.

For Residents of New York

Item 3 of this Offering Prospectus is supplemented with the following: "Neither the Franchisor, its predecessor, a person identified in item 2 or an affiliate offering franchises under the Franchisor's trademark:

A. Has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations; nor any pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten year period immediately preceding the application for registration, has been convicted of a misdemeanor or pleaded *nolo contendere* to a misdemeanor charge or been the subject of a civil action alleging violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunction or restrictive order or decree relating to the franchise, or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a licensee as a real estate broker or sales agent.

Item 4 of this Offering Prospectus is supplemented with the following: During the fifteen (15) year period immediately preceding the date of this Offering Prospectus, neither the Franchisor nor any officer or general partner of the Franchisor has been adjudged bankrupt or reorganized due to insolvency or been a principal officer of any company or general partner in any partnership that was adjudged bankrupt or reorganized due to insolvency during or within one year after the period that such officer or general partner of the Franchisor held such position in such company or partnership, or is subject to any pending bankruptcy or reorganization proceeding.

Washington State Law Appendix

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 of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act or rights of remedies under the act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

EXHIBIT E TO THE FRANCHISE DISCLOSURE DOCUMENT

Franchise Agreement
(with Addenda)

NATIONWIDE LIFTS, INC.

NATIONWIDE LIFTS, INC.
FRANCHISE AGREEMENT

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NATIONWIDE LIFTS, INC.
FRANCHISE AGREEMENT

AGREEMENT made this ________ day of _____________, 202__ by and between **NATIONWIDE LIFTS, INC.**, a New York Corporation, having its principal place of business at 10B Holden Avenue, Queensbury, New York 12804 (hereinafter referred to as "Franchisor") and _______________________________ , of ____in the State of _______________, (hereinafter referred to as "Franchisee").

WHEREAS, Franchisor's affiliate, S & H Enterprises, Inc. is the sole owner of the right, title, and interest in and to the trademark "**Nationwide Lifts**" for which was awarded on September 24,2019 by the United States Patent and Trademark Office Principal Register Registration number 5866480. S & H Enterprises has granted Franchisor the exclusive license to use this mark in franchising; and

WHEREAS, Franchisee desires to obtain from Franchisor a franchise in connection therewith to use the Trademark, to employ the Franchisor's product line, business techniques, and systems.

NOW, THEREFORE, the parties hereto, in consideration of their mutual promises herein contained, and for other good and valuable consideration acknowledged by them to be adequate, do hereby agree as follows:

1. APPOINTMENT

A. Franchisor hereby grants unto Franchisee and Franchisee hereby accepts the right, license and privilege to use and benefit from the Franchisor's techniques, skills, and the Proprietary Marks in the operation of one office under the conditions hereinafter set forth. Franchisor further grants to Franchisee the right to operate its business within the Area described in Addendum A and to make sales outside this area only if such sales are not made within the geographic boundaries of another Franchisee, the Franchisor or its affiliate(s). The term "franchise" as used herein shall mean either the right, license or privilege so granted hereunder, or the business to be operated by the Franchisee, or both, as the context would so dictate.

Franchisee acknowledges that it has no exclusive rights to use any of the Marks or any part of the franchised system anywhere other than within the franchisees protected territory described herein, and Franchisor may license to others, or use the Marks itself, outside of the franchisees protected geographical territory in any manner it chooses, in its sole discretion.

B. Franchisee acknowledges that to operate an additional office outside of the Area described in

Addendum A, a separate franchise agreement must be signed and an additional franchise fee must be paid to the Franchisor.

2. SITE SELECTION AND PROTECTED TERRITORY

The Franchisee must operate this business from a location that is located within the Franchisee's Protected Territory and is in compliance with local business codes. Franchisee agrees to focus its marketing within its Protected Territory and promises not to market, sell or install products or services within the Protected Territory of another Franchisee or the Franchisor or its affiliate(s). Should Franchisee establish an account in a market that is subsequently assigned to another Franchisee, said account will be assigned to that Franchise and Franchisee will be prohibited from servicing that account further. In addition, Franchisee may not establish advertising programs or mailing addresses for the Nationwide Lifts business or make other representations to potential clients that would lead others to believe that Franchisee has authorization to service clients outside of its Protected Territory.

Nationwide Lifts will not open, nor allow another franchisee to open an office within the Area described in Addendum A nor to solicit accounts nor provide sales or installation services within said territory.

3. INITIAL FRANCHISE FEE AND RELATED CHARGES

In consideration of the franchise and rights granted to Franchisee herein, Franchisee shall pay to Franchisor a franchise fee of $30,000 for a Protected Territory containing a residential population of up to 1,000,000 plus an amount of $20 per 1,000 population in excess of one million. For franchisees in California, payment of this fee must be made in a lump sum when Franchisor has completed its pre-opening obligations to the Franchisee and Franchisee is ready to open its franchised business. This fee is deemed earned when paid and no refunds are available.

4. OBLIGATIONS OF THE FRANCHISOR

Franchisor hereby agrees to do the following:

A. Training. Franchisor will conduct or arrange for the following training programs for Franchisee:

(i) "Nationwide Lifts Management" This program covers basic management and operation of a Nationwide Lifts business.

(ii) Nationwide Lifts Sales. This program includes product training and sales tools. Product training will cover the features of every product, the key selling points, and situations to avoid. The sales tools include a sales customer relationship tool, and several other useful utilities. This will be used for communicating with prospects, managing follow-ups, generating proposals, and tracking the sales pipeline.

(iii) Advisory Service. Franchisor will provide a continuing advisory service which will include, but not be limited to guidance on product evaluation and selection, technical advice on equipment installation and service, consultation on sales, marketing, business or operational problems with an analysis of Franchisee's market penetration and profitability. Franchisor may offer additional training and establish prerequisites or qualifications for those seeking to enroll in any such additional training course. Franchisor may furnish Franchisee with certain training aids for Franchisee to provide basic training to Franchisee's personnel without charge.

B. Operations Material. Franchisor will make available, at no additional cost to Franchisee, its confidential Operations Manuals and training material together with any revisions or amendments thereto which may be made by Franchisor from time to time during the term of this Agreement. Franchisor will regularly review new products, and services for Franchisee to offer to its clients. Franchisor will hold an annual convention for all Franchisees to attend to gain additional knowledge in the industry. Franchisee may be charged a fee to attend said convention and will be responsible for travel and lodging expenses while attending such conferences.

C. Promotion. Subject to this Agreement, Franchisor agrees to provide advice and training in methods for selling, advertising, installing, servicing, repairing, and managing the franchised business. From time to time Franchisor may develop marketing materials to assist Franchisee in selling its residential elevator products and services. Samples of such materials will be given to Franchisee and additional quantities may be purchased from the Franchisor or other vendors. If Franchisor elects to establish an Advertising Fund, it will assist those charged with administering the Fund with developing advertising promotions and materials.

D. Website Customization. Franchisor will add Franchisee's contact information to Franchisor's website. In addition, the Franchisor will forward leads received in Franchisee's territory directly to Franchisee for follow up.

E. Marketing Database. Franchisor will develop a database of businesses in the Franchisees Protected Territory to help Franchisee establish a list of initial prospects.

5. OBLIGATIONS OF THE FRANCHISEE

A. Training. Pursuant to Sections 4A, Franchisee agrees to attend and cause its designated management employees to attend and successfully complete the training programs referred to in Section 4A, in accordance with all of the terms and conditions set forth therein.

B. Commencement and Continuity of Operation. Franchisee agrees to open its franchise business within 120 days from the date of execution of this Agreement. Franchisee agrees to ensure that its phones are answered, either by an employee or electronically during normal business hours. Further, the owner(s) of the Franchise agree(s) to devote his or her full time and efforts to the promotion of the franchise or to have a General Manager devote his or her full time and efforts to the promotion of the success of the franchise. In such latter event, such General Manager must have successfully completed the training courses described in Section 4A.

C. Proprietary Marks.

(i) Franchisee agrees to use the Proprietary Marks so licensed only in accordance with the terms of this Agreement. Franchisee agrees that during the term of this Agreement, and thereafter, Franchisee shall not, directly nor indirectly, contest the validity of ownership by Franchisor of the Proprietary Marks so licensed hereunder. Franchisee further agrees promptly to notify Franchisor of any claim, demand or suit brought upon it by any other person, firm or corporation to use the Proprietary Marks licensed hereunder.

(ii) Franchisor acknowledges its obligations to police the use of the Proprietary Marks and agrees to do so. Franchisee agrees promptly to notify Franchisor of any litigation instituted by any person, firm, corporation or governmental agency against Franchisee, concerning the use of the Proprietary Marks. The Franchisor will defend the proper use of the Proprietary Marks that are in compliance with Franchisor’s standards. Franchisee agrees to execute, subject to the reasonable approval of counsel for Franchisee, any and all documents and do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution, either in the name of Franchisor or in the name of Franchisee, as Franchisor shall, in its sole discretion, determine.

(iii) Franchisee shall not use the Proprietary Marks or any part or form thereof as part of its corporate, partnership, or other business name. Franchisee agrees to obtain the written approval of Franchisor for said name before opening its franchise office and before commencing operations. Franchisee agrees not to use the Proprietary Marks in entering into any agreement or contract of any description, or in incurring any obligation, it being understood that Franchisee is only to use its corporate, partnership or proprietorship name for this purpose. Nothing herein contained shall prevent Franchisee from identifying itself as a Nationwide Lifts franchisee as specified in Franchisor's confidential operating manuals. The use of the Franchisor's Proprietary Marks for operating its Nationwide Lifts business, for Internet promotion, for business cards and stationery is exemplified in the Franchisor’s Operations Manual and Franchisee agrees in so using said Marks to follow exactly the examples and format as set forth in the manuals or in any like materials provided by Franchisor.

(iv) Franchisee agrees to operate, advertise and promote the franchised business under the Proprietary Marks and to carry out its business under said Proprietary Marks in accordance with operational standards established by Franchisor as set forth in the Confidential Operating Manuals or other documents. Franchisee agrees to promote the mark " **Nationwide Lifts**" and others instituted from time to time, in all publications, printing, signs and visual images by reproducing said name at least two point sizes larger than any listing of its corporate, partnership, or proprietorship name. Franchisee further agrees to use no type style, color combination nor other graphic device to cause its business name to gain dominance over the "**Nationwide Lifts**" name or any Proprietary Marks utilized.

D. Operations.

(i) Franchisee agrees to conduct its franchise in accordance with Franchisor's Confidential Operating Manuals as the same may be revised from time to time. Franchisee further agrees to treat at all times the contents of said manuals as confidential and to reproduce or copy parts thereof only as instructed therein or as otherwise approved by Franchisor. Franchisee and Franchise Owner(s) shall not at any time, either during the term of this Agreement or thereafter, disclose, copy, duplicate, record or otherwise reproduce, in whole or in part, or otherwise make available, any portion of said manuals or confidential information to any unauthorized person or entity. Applicable management personnel shall execute a Non-Disclosure Agreement similar to that attached as Addendum B.

(ii) Franchisee acknowledges that said manuals shall at all times remain the sole property of Franchisor, and Franchisee agrees to promptly deliver, neither expecting nor demanding any fees, said manuals and training materials of Franchisor to Franchisor or its designee upon the expiration or other termination of this Agreement.

E. Standards of Quality.

(i) Franchisee agrees to market, sell, install and maintain in its local marketplace, under the Nationwide Lifts name, in such manner as may be determined by Franchisor, all residential elevator products from Franchisors unique collection of products and only such similar products or services as will meet the reasonable specifications and standards from time to time designated by Franchisor.

(ii) Franchisee is not required to purchase supplies, business cards, stationery, brochures or similar items from Franchisor, but the quality of such items must comply with the standards and specifications therefor of Franchisor. Franchisor will provide said quality standards and specifications to Franchisee during initial training.

F. Modification.

Franchisee agrees to operate its franchise using Franchisor's approved product list as the basis of its offerings, as well as, its Proprietary Marks, copyrighted materials, and business techniques as existing upon execution of this Agreement. Franchisor may reasonably modify same during the term of this Agreement.

G. Advertising.

Franchisee agrees to use the Proprietary Marks in advertising in accordance with the terms of the confidential operating manuals of Franchisor. Examples of advertising contained in such manuals are deemed approved unless otherwise stated in writing by Franchisor.

H. Accounting and Records.

(I) Franchisee agrees to maintain and preserve during the term of the franchise (and for three years thereafter) full, complete and accurate books of account and records of all transactions including receipts, expenses, capital expenses and investments. Franchisee shall submit to Franchisor periodic reports on forms in the manner and at the times specified herein. The required reports for submission as of the date of this Agreement are as follows:

REPORT	**TIME TO SUBMIT**
Royalty Report	On or before the 10th of each month for the prior month’s sales.
Advertising Fund Report	On or before the 10th of each month for the prior month’s sales.
Annual Profit & Loss Statement, Balance Sheet, and Tax Returns of the Franchised Business	On or before 120 days following Franchisee's Fiscal Year End

(ii) All records, ledgers and other documents of the franchised business shall be made available for audit or inspection by Franchisor (or its designee) during normal business hours upon reasonable notice by Franchisor or its designee. If Franchisee fails or refuses to permit such an audit or inspection, Franchisee agrees to pay Franchisor its expense incurred in connection with such attempted inspection or audit.

(iii) Franchisor may cause an audit to be conducted on the books and records of Franchisee by a qualified party chosen by Franchisor. If the audit was performed due to the Franchisee's failure to report total gross receipts as required above or if the audit establishes that Franchisee understated total gross receipts (as defined in Section 6A) to Franchisor for any period by more than three per cent (3%) of the amount of actual total gross receipts, Franchisee shall pay for the cost of the audit, and shall pay as liquidated damages a sum equal to 15% of the additional Royalty Fees due for the period so audited. Any unpaid royalties revealed by such an audit shall bear interest at a rate of 18% per annum from the date payment was due. Such payments shall be received by Franchisor within three (3) days of the date that Franchisee receives written notice that such payments are due. Franchisee shall maintain the funds, books and records of the franchised business separate from and independent of all other funds, business and personal records of Franchisee and franchise owner(s). If there is any commingling of such funds or books and records, then Franchisor's rights of audit and inspection granted hereunder also shall apply to such other business and personal records (including banking and financial information) of Franchisee and franchise owner(s).

I. Insurance.

Franchisee, at Franchisee's sole expense, agrees to maintain adequate insurance and indemnity coverage throughout the term of this agreement and any extension thereof. Franchisee acknowledges that this requirement shall in no way be construed as making Franchisee the agent of Franchisor. Franchisee agrees to provide the following coverages (insurance limits specified are minimum recommended limits and are subject to change from time to time) and in connection therewith to identify the Franchisor as a named insured to the extent of its interest:

i. Comprehensive general liability insurance with a single bodily injury and property damage limit of at least $1,000,000, per occurrence and $2,000,000 in the aggregate;

ii. Coverage for Products/Completed Work with a minimum of $2,000,000 aggregate; Fire Legal Liability of $50,000 and Medical Expense of $5,000;

iii. Workers' compensation insurance coverage offering Benefits per State for injured Employees; and Employers Liability Limit of $100,000 per Injury, $500,000 Disease Policy Limit and $100,000 Disease Per Employee;

iv. Automobile liability for owned, leased, hired and non-owned vehicles with recommended limits of at least $1,000,000 combined single limit per state Medical/Personal Injury Protection and $1,000,000 Uninsured/Underinsured Motorist with a Broadened Pollution Coverage Endorsement;

v. Any and all bonds required by state law.

Prior to the opening of the franchise business, Franchisee shall deliver to Franchisor certificates or policies evidencing that such insurance is in full force and effect, and each year during the term of this Agreement, upon Franchisor's request, Franchisee shall furnish to Franchisor premium receipts or other satisfactory evidence that such policies have continued in effect. Should Franchisee fail to maintain the required insurance, or furnish proof thereof, the Franchisor has the option to obtain such insurance for the Franchisee at the sole cost of the Franchisee. Franchisee shall promptly notify Franchisor of any and all claims under said policies of insurance against Franchisee, Franchisor and/or employees or agents of either.

J. Taxes, Payments and Compliance with Law.

(i) Franchisee shall promptly pay when due all taxes and assessments in connection with Franchisee's business, its premises, and equipment; shall cause to be immediately discharged all liens or encumbrances of every kind or character created or placed upon or against any of said property other than in the normal course of business; and shall pay when due all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of said Franchise. Franchisee is not obligated to make payments hereunder if Franchisee is legitimately contesting such taxes, assessments, liens, encumbrances, accounts or indebtedness; however, Franchisee shall promptly pay such items once they do become finally uncontested and determined.

(ii) Franchisee shall comply with all applicable federal, state and local laws and regulations, and shall obtain and maintain on a timely basis any and all permits, certificates, bonds, or licenses necessary for the full and proper conduct of its franchise. This shall include, but not be limited to, any business, or other licenses required by the laws of any applicable jurisdiction.

6. FEES

In addition to fees specified in other sections of this Agreement, the Franchisee shall be responsible for the payment of the following fees, under the terms and conditions hereinafter set forth:

A. Royalty Fee.

i. Franchisee shall pay the Franchisor a minimum base royalty equal to $1,250 per month, which is due by the 10th day of the following month.

ii. If greater than the minimum base royalty for any month, Franchisee shall also pay the Franchisor a Percentage Royalty equal to Three Percent (3%) of the Total Gross Receipt derived from the franchised business during each month.

The term "Total Gross Receipts" shall mean the total amount of all revenues paid to the Franchisee, its agents and its employees, from the sale of all products or services in the Nationwide Lifts approved products, and from any other sources of revenue derived from the operation of the franchised business. If a payment or fee is received in the form of merchandise or services, the fair market value of the merchandise or services shall be used in determining the Royalty Fee, and payment shall be made to Franchisor in cash accordingly. The term "Total Gross Receipts" shall exclude any sales taxes that may be levied.

Payment of the minimum base royalty or Percentage Royalty, whichever is greater, shall be made to the Franchisor monthly by the tenth day of the following month. A monthly Royalty Report (a summary of revenues collected) shall be submitted electronically, by email or fax, with the royalty payment.

(iii) In the event Franchisee fails to pay any Royalty Fee within ninety (90) days after it is due, then Franchisee shall pay a late fee of $500.

B. Advertising Fee

The Franchisor reserves the right to require the Franchisee to pay up to one and one-half (1.5%) percent of Total Gross Receipts of the Franchise into an Advertising Fund that will be used to promote the Nationwide Lifts name in the marketplace, with the exact amount to be specified by the Franchisor. The Franchisor agrees not to institute the Advertising Fund unless 75% or more of the Franchisees agree it is needed. When instituted, the Franchisee shall pay the amount due monthly, by the tenth of the following month, paid in the same manner as the royalties. The Franchisor will spend these monies on national, regional, or local media, or to develop advertising media for use in local markets or other marketing techniques or programs designed to promote the sales of Nationwide Lifts Franchisees' products and services to the public. These funds may also be expended by Nationwide Lifts for market research and development, test or target marketing, the conducting of surveys, creative and production costs, reimbursement to Nationwide Lifts for reasonable accounting, administrative, and legal expenses associated with the Advertising Fund, or for other purposes deemed appropriate to enhance and promote the name recognition of the Franchisor's trademarks. Franchisor will make available to Franchisee annual reports of payments made from the Advertising Fund and will solicit commentary regarding future expenditures. The Franchisor's staff and a Committee of Franchise Owners will manage the Ad Fund whose sole duty will be to budget and spend monies in the Advertising Fund in ways that it deems appropriate.

The Franchisee also agrees to advertise in its local marketplace, using the Franchisor's Service Mark and Logo, and using advertising copy approved by the Franchisor. The Franchisee agrees to spend at least two percent (2%) of monthly sales on local advertising. The Franchisee agrees to make reports as the

Franchisor may require to verify such expenditures within 15 days from the end of each month for the preceding month.

7. INDEPENDENT CONTRACTOR

A. It is agreed that, for all purposes, Franchisee shall be considered an independent contractor, and not an employee, agent, legal representative, joint venture, partner or servant of Franchisor. Franchisee shall not make any contract, agreement, warranty, or representation on behalf of Franchisor nor as Nationwide Lifts, nor bind Franchisor to any obligation, nor hold itself out as an agent of Franchisor and shall effectively communicate to third parties, Franchisee's individual, corporate or business name and status, in addition to the fact that Franchisee is a licensee of Franchisor. It is further acknowledged that Franchisor has no control over the hiring or employment practices of Franchisee, all of which are the sole responsibility of the Franchisee.

B. Franchisee agrees to indemnify, defend and hold Franchisor harmless from and against any and all costs, damages, expenses (including attorneys' fees) and claims arising directly or indirectly from or as a result of, or in connection with the operation of the franchised business.

8. TERM

A. This Agreement shall be effective and binding from the date of its execution. The term of this franchise shall expire ten (10) years from such date.

B. At the end of said term, Franchisee may renew this Agreement for additional ten (10) year terms so long as the following conditions are satisfied:

i. Franchisee has complied substantially with its obligations hereunder during the term and is then in compliance with such obligations at time of giving notice and at time of renewal;

ii. Franchisee has given Franchisor written notice of its election to renew at least ninety (90) but not more than one hundred eighty (180) days prior to expiration of the initial term;

iii. The Franchisee signs the new Franchise Agreement then in effect, such other companion agreements as the Franchisor then requires of all Franchisees and the Franchisee signs a general release of the Franchisor from all claims;

Upon renewal and execution of a new Franchise Agreement, royalties, advertising fees or other fees and charges will be based on the then current charges of the Franchisor under Franchise Agreements then being granted. Franchisor is not restricted in its right to change other significant provisions of the previously existing Franchise Agreement, other agreements or documents.

9. TERMINATION AND DEFAULT

A. Franchisor has the right to cancel, terminate, or refuse to renew this Agreement for the following reasons (in addition to other rights and remedies it may have):

1. If Franchisee fails, refuses, or neglects promptly to pay to Franchisor any money owing to Franchisor on the date due.

2. If Franchisee fails to submit required reports or financial data in a timely manner.

3. If Franchisee defaults in the performance under this Franchise Agreement, a loan, open account billing, contract assignment, or under any other Agreement with, or obligation to, Franchisor, or if Franchisee fails to comply with guidelines, policies and requirements imposed upon it by this Agreement, by the Operations Manual, or by such other operational memoranda issued by Franchisor;

4. If Franchisee violates or fails to comply with any applicable law including state business licensing or bonding laws and fails to cure within the time allowed by law.

5. If Franchisee fails to maintain generally accepted good business practices which will reflect favorably on the Franchisee, Franchisor and its marks. This includes, but is not limited to: prompt response to clients, consumers or Franchisor's inquiry, by mail, email, fax, or telephone; and payment of liabilities, fees, and debts of the Franchisee.

6. If the business of Franchisee is assigned, transferred, sold, leased, or for any other reason passes from the actual supervision or control of Franchisee without Franchisor's written consent including any transfer, sale, assignment, exchange or any other disposition of shares (or series of such transactions) of a corporate or limited liability company-owned franchise.

7. If Franchisee makes, or has made, any materially false statement or report to the Franchisor in connection with this Franchise Agreement or application therefor or in reporting Franchisee's revenues and resultant royalties.

8. If Franchisee fails to obtain from its managers, signed copies of Addendum B, **Non-Disclosure for General Managers**, in which these employees agree to keep secret Franchisor's trade secrets and proprietary information for operation of a Nationwide Lifts business or if Franchisee delivers to, or permits unauthorized persons access to the Franchisor's confidential manuals, training programs, or any other confidential materials, or trains any other person to use Franchisor's methods for conduct of a similar business.

9. If Franchisee engages in the marketing, sale, and installation of residential elevator products for businesses and consumers or offers other similar products or services under any other trade name, or business name, or in any geographical area other than that authorized by this franchise agreement, or any subsequent written authorization, or operates the franchised business at a location other than that approved by the Franchisor; sells unauthorized products of services under the Nationwide Lifts name; or otherwise violates Paragraph 15.

10. (a) If Franchisee shall be adjudicated a bankrupt (unless restricted by the United States Bankruptcy Code) or becomes insolvent; (b) if a receiver of its property, or any part thereof, is appointed by a court of competent authority; (c) if Franchisee makes a general assignment for the benefit of its creditors; (d) if a final judgment against Franchisee remains unsatisfied of record for sixty (60) days or longer (unless a supersede as bond is filed); (e) if execution is levied against Franchisee's business or property, or suit to foreclose any lien or mortgage is instituted and not dismissed within sixty (60) days; (f) if Franchisee's bank accounts, property or receivables are attached or garnisheed and such attachment or garnishment proceedings are not dismissed within a sixty (60) day period; or (g) if Franchisee is convicted of a felony.

11. If Franchisee breaches any of the terms of this Agreement two or more times within any twelve (12) month period, even if cured.

With respect to the grounds for termination set forth above in subparagraph (1) and (2), Franchisor will deliver to Franchisee written notice of default at least seven (7) days prior to the date of termination; during this seven (7) day period, Franchisee will have the right to cure the default.

With respect to the grounds for termination set forth above in subparagraphs (3), (4), (5), and (8), Franchisor will deliver to Franchisee written notice of default at least thirty (30) days prior to the date of termination; during this thirty (30) day period, Franchisee will have the right to cure the default.

With respect to the grounds for termination set forth above in subparagraphs (6), (7), (9), (10) and (11), Franchisor shall have the right to deliver notice of termination, and this Franchise Agreement will terminate immediately with no right to cure.

Where notice of default and demand for performance is given, when and to the extent required, such notice or demand shall not be a waiver of any other term hereof. To the extent that any provisions of this Agreement provide for periods of notice less than those provided by any applicable law, or provide for termination, cancellation or non-renewal other than in accordance with such applicable law, then such provisions hereof shall be modified to the extent necessary to comply with the provisions of such applicable law.

10. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

A. Upon the termination of this Agreement and this franchise, or upon their expiration, Franchisee and franchise owner(s), as applicable, shall:

i. Promptly pay to Franchisor (its subsidiaries and affiliates), all sums of money, royalties, fees or other charges due or which are undisputed and have accrued to the date of termination or expiration, as applicable;

ii. Cease to use, in any manner whatsoever, the franchisors name, the proprietary marks, manuals, catalogs, slogans, signs, forms, devices and other materials, used in connection with the operation of the franchise, and take all necessary steps to disassociate itself from Franchisor, including removal of signs, internet postings, and non-use of letterheads. Franchisee shall not represent or advertise that Franchisor and Franchisee were formerly affiliated with the Franchise System;

iii. Immediately return to Franchisor with no demand for compensation, all operations manuals, forms, signs, prospect and customer lists and other materials provided to Franchisee by Franchisor, its subsidiaries or affiliates; (Franchisor will repay Franchisee for signs or other materials paid for by Franchisee, that are returned in a salable condition, or their value may be credited to any unpaid obligations of the Franchisee);

iv. Take whatever action is necessary to cancel, terminate and/or change any assumed name registration, document, or other record which contains the name "**Nationwide Lifts**" (or any form or part thereof) or any Proprietary Mark of Franchisor;

v. Agree not to disclose any trade secrets or confidential information of Franchisor, its subsidiaries and affiliates;

vi. Immediately cease operation of the terminated or expired franchised business;

vii. Promptly, and at the direction and discretion of the Franchisor, either refund to all customers or pay over to Franchisor, all deposits and other pre-paid amounts that have been paid to Franchisee by customers for work not yet fully performed as of the date of termination or expiration.

If Franchisee and/or franchise owner(s), as applicable, fail or refuse to comply with this Section 10 in a professional and expeditious manner, as well as all other obligations hereunder intended to survive termination and expiration of this Agreement and Franchise, including but not limited to the non-disclosure and indemnification covenants, then Franchisee and franchise owner(s) agree to pay Franchisor for all costs and expenses, including auditors' and attorneys' fees incurred by Franchisor in an effort to effect compliance thereunder. All obligations of Franchisee, franchise owner(s) and

Franchisor hereunder 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 its expiration or termination and until they are satisfied in full or by their nature expire. Franchisor shall have the right, at its sole discretion, to cure any default of the Franchisee and bill the Franchisee for any expenses incurred in eliminating said default.

11. TRANSFERABILITY OF INTEREST

A. Franchisee may not assign this Franchise Agreement nor sell the assets of the business to others without the Franchisor's written consent.

B. Prior to any inter vivos assignment or transfer, Franchisee shall fully pay and satisfy all of Franchisee's obligations to Franchisor, and a transfer fee shall have been paid to Franchisor in the amount of 25% of the then current initial franchise fee.

C. This Agreement and all of Franchisor's rights, title, duties, obligations, and interest hereunder may be freely assigned, transferred or conveyed by Franchisor and shall be binding upon and inure to the benefit of Franchisor's successors and assigns.

12. NON-WAIVER

No failure of Franchisor to exercise any rights reserved to it nor to insist upon strict compliance by Franchisee (or franchise owner(s) as applicable) with any obligation or condition of this contract, and no custom or practice at variance with these terms, shall constitute a waiver of Franchisor's right to demand exact compliance with these terms. Waiver by Franchisor of any particular default by Franchisee (or franchisee owner(s)) shall not affect or impair Franchisor's rights in respect to any subsequent default of the same or of a different nature; nor shall any delay, waiver, forbearance, or omission of Franchisor to exercise any power or rights arising out of any breach or default by Franchisee or franchise owner(s) of any of the terms, provisions, or covenants, affect or impair Franchisor's rights, nor shall such constitute a waiver by Franchisor of any right or of the right to declare any subsequent breach or default of this Agreement. Subsequent acceptance by Franchisor of the payments due to it shall not be deemed to be a waiver by Franchisor of any of its rights arising by a preceding breach by Franchisee or franchisee owner(s) of any terms, covenants or conditions of this Agreement.

13. NOTICE

Any notices required to be given shall be given in writing by personal delivery, or by certified or registered mail, or by reputable commercial overnight delivery service, directed to Franchisor at **Nationwide Lifts, Inc.**, 10B Holden Avenue Queensbury, New York 12804 or to Franchisee at Franchisee's address set forth on the first page of this Agreement. Notice by mail shall be deemed received on the fifth business day following the date it was deposited in the mail.

Either party hereto may change the address to which any notices to such party shall be delivered, by written notice to the other.

14. LIABILITY FOR BREACH

In the event of any breach of this Agreement by either party, in addition to any other remedies the aggrieved party may have at law or in equity, the party in breach shall pay to the aggrieved party all amounts due and all damages, costs and expenses, including reasonable attorneys' fees and auditors' fees incurred by the aggrieved party as a result of any such breach.

15. COVENANT NOT TO DISCLOSE

Franchisee and any guarantors hereof acknowledge that their initial knowledge of the operation of a Nationwide Lifts franchise, its products, services and methods of conducting business, is derived wholly from information disclosed to them by Franchisor pursuant to this Agreement, the training programs, the confidential operating manuals and other means, and that such information is proprietary and confidential.

A. So long as this Franchise Agreement is in effect, and for two (2) years thereafter, Franchisee and such guarantors shall maintain the absolute confidentiality of such information and shall not divulge to, or use for the benefit of, any other person, partnership, association, trust, corporation or entity outside the Franchisor's organization, any confidential or proprietary information of Franchisor nor any information concerning customers, the methods of doing business (including, without limitation, promotion, pricing of products and services, marketing concepts and other technical information and know-how employed by Franchisor or its franchisees in the residential elevator business) which Franchisee or the guarantor may acquire by virtue of their operation under the terms of this Agreement. Information furnished to employees, or agents of Franchisee by Franchisee shall be reasonably limited to that information which directly relates to such employees' or agents' duties. Individuals engaged in management by the Franchisee shall execute like non-disclosure and confidentiality undertakings in writing as a condition precedent to their engagement by Franchisee.

B. This Covenant is entered into by and between the parties hereto with full knowledge of its nature and extent. They hereby acknowledge that the Franchise Agreement would not be entered into by the Franchisor except upon the condition that such restrictive covenant be embodied herein and that, as such, they be enforceable, in the event of a breach by Franchisee and/or the franchise owners, by injunctive relief, and/or any other remedies available at law or equity to Franchisor, which remedies shall be cumulative.

16. ENTIRE AGREEMENT

This Agreement and the documents to which reference in it has been made, shall be construed together and constitute the entire, full and complete agreement between the parties and shall supersede all prior agreements, no other representation having induced Franchisee and franchise owner(s), as applicable, to execute this Agreement. There are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect. No amendment, change or variance from this Agreement shall be binding on any party unless executed in writing. Nothing contained in the Franchise Agreement, however, shall serve to waive or disclaim any representation made in the Franchisor's Franchise Disclosure Document.

17. SEVERABILITY

Each paragraph, section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any paragraph, section, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining paragraphs, sections, parts, terms, and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties. Said invalid paragraphs, sections, parts, terms and/or provisions shall be deemed not to be a part of this Agreement, provided, however, that if Franchisor determines that said finding of illegality adversely affects the basic consideration of this Agreement, Franchisor may, at its option, terminate this Agreement.

18. MEDIATION AND ARBITRATION

A. Any controversy or claim (other than those arising from non-payment of monies due, falsification of reports, abandonment, and those regarding trademark infringement arising out of or relating to this contract, or the breach thereof, shall be subject to mandatory non-binding Mediation. The Mediator will be appointed in accordance with the Rules and Regulations of the American Arbitration Association unless the parties agree on a Mediator in writing within ten (10) days after either party gives written notice of Mediation. If either party alleges a dispute or controversy against the other party for any reason (other than those cited above), then either party will have the right to demand non-binding Mediation within the ten (10) days after the complaining party provided the other party with written notice describing the dispute or controversy and the desired action. All Mediation hearings will take place exclusively in Queensbury, New York, and will be held within twenty (20) days after the Mediator has been appointed. The Mediation hearing will be informal and the Mediator will have the right to hear and review all testimony and evidence presented by either party. The cost of the Mediator will be shared equally by the parties. The parties agree that they will act in good faith to settle any dispute or controversy between them either prior to or during Mediation. All matters, testimony, arguments, evidence, allegations, documents and memorandums will be confidential in all respects and will not be disclosed to any other person or entity by either party.

The Franchisor and the Franchisee will not have the right to commence any Arbitration or legal proceedings against the other party until the dispute or controversy has been mediated as provided for herein, unless said dispute is of a nature excluded from Mediation as set forth above. Both parties will have the right to take all actions necessary to demand Arbitration or to commence legal proceedings prior to any Mediation hearing; however, neither party will have the right to an arbitration hearing or to prosecute any legal proceedings beyond commencement of an action until the Mediation has concluded.

B. Any controversy or claim (other than those arising from non-payment of monies due, falsification of reports, abandonment, and those regarding trademark infringement arising out of or relating to this contract, or the breach thereof, that can not be resolved through Mediation, shall be resolved by Arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Said Arbitration shall take place at Glens Falls, New York. Judgment entered upon an award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The parties agree that they shall be entitled to take discovery by way of depositions and requests for production of documents and that AAA-issued subpoenas shall suffice for compelling same. Each party shall determine the extent of the discovery it desires to undertake and shall submit to the arbitrator (and serve on the opposing party) a schedule of such intended discovery. Each party shall be entitled to take discovery pursuant to its schedule unless objection thereto is made by the other party within ten (10) days after service of said schedule. The parties shall make a good faith attempt to resolve all objections. Any unresolved objections shall be submitted to the arbitrator for resolution.

C. Nothing herein shall bar the right of either party to obtain injunctive relief against threatened or actual conduct under the usual rules of equity, including the applicable rules for obtaining preliminary injunctions.

19. FRANCHISEE

The term "Franchisee" shall be deemed to include all persons who succeed to the interest of the original Franchisee by transfer or operation of law.

20. VENUE/GOVERNING LAW

This Agreement was entered into in the State of New York and this Agreement, and all disputes between the parties hereto, shall be interpreted and construed under its laws. The parties agree that any action in which Franchisor is a party brought by any party against another party in connection with any disputes, rights or obligations arising out of this Agreement shall be instituted in a state court of competent jurisdiction with venue only in Warren County, State of New York, or in the United States District Court for the Northern District of New York except and only to the extent prohibited by applicable law. Any party to this Agreement named as a defendant in such an action brought in connection with this Agreement in any other court outside of the above-designated county or district shall have the right to have the venue of said action changed to the above-designated county or federal district, unless precluded by applicable law. Franchisee hereby agrees to submit personally to the jurisdiction of a court of competent subject matter jurisdiction located in the above-designated state and county or federal district, except in any legal proceeding where Franchisor is not a party. The parties acknowledge that this Agreement is executed in and that a material portion of Franchisor's obligations under this Agreement are to be performed in, the above-designated state and county and federal district.

Nothing contained in this paragraph shall prevent or prohibit Franchisor from seeking an injunction or other equitable relief in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Agreement in duplicate the day and year first above written.

Witnesses:

NATIONWIDE LIFTS, INC.
(FRANCHISOR)

____

By__________________________________
Duly Authorized

____
Printed Name

____

____
Franchisee Signature

____
Printed Name

____

____
Franchisee Signature

____
Printed Name

ADDENDUM A TO THE FRANCHISE AGREEMENT

Franchisee's Protected Territory is hereby identified as follows:

Franchisee is authorized to open and operate only one office for selling the products and services

of Nationwide Lifts within the Metropolitan Area known as ___________________________________ which is defined as lying within these boundaries:

(See map attached.) Should any changes occur in such boundaries, the initial outside perimeter as established on this date shall remain unchanged.

Franchisee agrees to focus his or her marketing and solicitation activities within this Protected Territory and to avoid soliciting clients for its Nationwide Lifts business within the protected territories of other Franchisees or Nationwide Lifts, Inc.

Witnesses:

____

____

NATIONWIDE LIFTS, INC.
(FRANCHISOR)

By__________________________________
Duly Authorized

Franchisee Signature

____
Printed Name

____
Franchisee Signature

____
Printed Name

ADDENDUM B TO THE FRANCHISE AGREEMENT

CLOSING ACKNOWLEDGMENTS

In order to ensure that your decision to purchase a Franchise from Nationwide Lifts (NWL) is based upon your own independent investigation and judgment, please complete and sign this Acknowledgment.

1. I (we) have not received any information, either oral or written, regarding the sales, revenues, earnings, income or profits of Nationwide Lifts franchisees from any officer, employee, agent or sales representative of NWL.

2. I (we) have not received any assurances, promises or predictions of how well my (our) Nationwide Lifts franchise will perform financially from any officer, employee, agent or sales representative of NWL.

3. I (we) have made my (our) own independent determination that I have adequate working capital to develop, open and operate my (our) Nationwide Lifts franchise.

4. I (we) acknowledge that NWL will use reasonable efforts to assist me (us) in choosing a location for my (our) Nationwide Lifts office, but I also understand that I am (we are) responsible for the final decision regarding the selection of a suitable territory and site.

5. I (we) am not relying on any promises of NWL which are not contained in the NWL Franchise Agreement.

6. I (we) understand that my (our) investment in a Nationwide Lifts franchise contains substantial business risks and that there is no guarantee that it will be profitable.

7. I (we) have been advised by NWL and its representatives to seek professional legal and financial advice in all matters concerning the purchase of my (our) Nationwide Lifts franchise.

8. I (we) acknowledge that the success of my (our) Nationwide Lifts franchise depends, in large part, upon my (our) ability as an independent business person(s) and my (our) active supervision of the day-to-day operation of the business.

9. The name(s) of the person(s) with whom I (we) dealt in the purchase of my (our) Nationwide Lifts franchise is (are)

____
Printed Name

____
Signature

____
Printed

____
Signature

ADDENDUM C TO THE FRANCHISE AGREEMENT

GUARANTY

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "Agreement") by Nationwide Lifts, Inc., each of the undersigned, ("Guarantors") hereby personally and unconditionally: (1) guarantees to Nationwide Lifts, Inc. and its affiliates and their successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement and comply with all sections of the Agreement, as though the undersigned were the Franchisee.

Each of the undersigned waives:

(a) acceptance and notice of acceptance by Nationwide Lifts and its affiliates of the foregoing undertakings;

(b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

(c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

(d) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(e) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that:

(a) his direct and immediate liability under this guaranty shall be joint and several;

(b) he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so:

(c) such liability shall not be contingent or conditioned upon pursuit by Nationwide Lifts or its affiliates of any remedies against Franchisee or any other person;

(d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Nationwide Lifts or its affiliates may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement.

Each of the undersigned waives all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this guaranty.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature, under seal, on the same day and year as the Agreement was executed.

PERCENTAGE OF OWNERSHIP INTERESTS IN FRANCHISEE	**GUARANTOR(S)**
____________________________	______________________________
____________________________	______________________________
____________________________	______________________________
____________________________	

ADDENDUM D TO THE FRANCHISE AGREEMENT

FOR RESIDENTS OF THE STATE OF CALIFORNIA

California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination or non-renewal of a franchise. If a franchise agreement contains a provision that is inconsistent with the law, the law still controls.

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

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California Law.

The Franchise Agreement requires application of the laws of the state of New York. This may not be enforceable under California Law.

Neither the Franchisor, nor any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in such association or exchange.

Section 13125 of the California Corporations Code requires the Franchisor to give the Franchisee a disclosure document, in a form containing such information as the Commissioner may by rule or order require prior to a solicitation of a proposed material modification of an existing franchise.

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Disclosure Document.

~~For franchisees in California, the initial franchise fee is due when we have completed all of our pre-opening obligations to you and you are ready to open the franchised business.~~

You must sign a general release if you transfer your franchise. California Corporations Code 13512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 13000 through 13516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

<u>Illinois State Law Appendix</u>

The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois Law, ILCS 705/19 and 705/20.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act is void."
The Franchise Agreement requires that a Franchisee shall be subject to the jurisdiction or venue of any state or federal court in New York. These provisions may not be enforceable under Illinois law.

BY EXECUTING THIS APPENDIX, THE PARTIES HERETO MAKE THIS APPENDIX A PART OF THE ACCOMPANYING FRANCHISE AGREEMENT, AND INCORPORATE THIS APPENDIX THEREIN.

Minnesota State Law Appendix

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. 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.

BY EXECUTING THIS APPENDIX, THE PARTIES HERETO MAKE THIS APPENDIX A PART OF THE ACCOMPANYING FRANCHISE AGREEMENT, AND INCORPORATE THIS APPENDIX THEREIN.

Washington State Law Appendix

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 of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act or rights of remedies under the act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

FOR RESIDENTS OF ALL STATES LISTED IN THIS ADDENDUM

Notwithstanding Section 16 of the Franchise Agreement to the contrary, this Addendum will not be merged with or into, or superseded by, the Franchise Agreement. In the event of any conflict between the Franchise Agreement and this Addendum, this Addendum will be controlling. Except as otherwise expressly set forth in this Agreement, no other amendments or modifications of the Franchise Agreement are intended or made by the parties.

Applicable state or commonwealth: ___________________________________

In witness whereof, the parties hereto have duly executed and delivered this Addendum as of the date of execution of the Franchise Agreement.

NATIONWIDE LIFTS, INC.	FRANCHISEE
_____________________________	___________________________
By:	Signature
	___________________________
	Print name
	___________________________
	Signature
	___________________________
	Print name

EXHIBIT F TO THE FRANCHISE DISCLOSURE DOCUMENT
LIST OF FRANCHISEES AS OF DECEMBER 31, ~~2020~~2021

CALIFORNIA
Alex Martin
1400 Crooked Mile Court
Placerville, CA 95667
(916) 803-0121

COLORADO
~~Phillip Travis~~
~~588 N Hwy 287/ Suite 202~~
~~Lafayette, CO 80026~~
~~(303) 942-0810~~
Dan Busby
131 S. Buchanan Avenue
Louisville, CO 80027
626 676-4651

ILLINOIS
Nationwide Lifts - Chicago
Casey Dyon
626 West 1st Street
Sandwich, IL 60548
630-742-1264

MASSACHUSETTS
Robert and Terry Steen
Quality Home Elevators
231 Woburn Street
Wilmington, MA 01887
(978) 229-0390

MICHIGAN
Bruce Lardner
327 Ridgemont Road
Grosse Point Farms MI 48236
(586) 718-3521

MISSOURI

Carrick Troutman
N11W31297 Fairfield Way
Delafield, WI 53018-2733
(262) 646-2775

TEXAS (has two territories in Texas)
RD Baxter
1314 W. McDermott, #106
Allen, TX 75013
(469) 323-4867

UTAH
~~Phillip Travis~~
~~588 N Hwy 287/ Suite 202~~
~~Lafayette, CO 80026~~
~~(303) 942-0810~~
Dan Busby
131 S. Buchanan Avenue
Louisville, CO 80027
626 676-4651

WISCONSIN
Carrick Troutman
N11W31297 Fairfield Way
Delafield, WI 53018-2733
262-646-2775

WYOMING
Dan Busby
131 S. Buchanan Avenue
Louisville, CO 80027
626 676-4651

FRANCHISEES WHO LEFT THE SYSTEM IN 2021

Phillip Travis – Sold his territories in Colorado, Utah and Wyoming
588 N Hwy 287/ Suite 202
Lafayette, CO 80026
(303) 942-0810

~~FRANCHISEES WHO LEFT THE SYSTEM IN 2020~~

~~None~~

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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	~~December 17, 2004, as amended on October 15, 2020~~
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

23. RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Nationwide Lifts, 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 state law requires a franchisor to provide the 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 Nationwide Lifts, 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 officials in your state, as listed on the attached schedule of state agencies. In the states listed on the attached schedule of state agencies, we have designated the agency listed as its agent for service of legal process in each of the states listed.

The Franchisor's registered agent in the state of New York is Andrew Darnley. The Franchisor may receive service of process at 10B Holden Avenue Queensbury, New York 12804. Andy Darnley, at 10B Holden Avenue Queensbury NY 12804, (518) 798-0871 serves as our primary franchise seller. In addition, James H. Deitz and Andover Franchising, Inc., 300 Center Drive #G171 Louisville, CO 00027, Phone 800 220-8256 serve as franchise brokers in the sale of some of Nationwide Lifts' franchises.

The date of issuance of this Disclosure Document is ~~April~~July 15, 2022~~2021~~.

I have received a copy of the Franchise Disclosure Document of **NATIONWIDE LIFTS, INC.,** dated ~~April~~July 15, 2022~~2021~~ including its Financial Statements dated December 31, ~~2020~~2021, December 31, ~~2019~~2020, and December 31, ~~2018~~2019 (Exhibit A); Sample Non-Disclosure and Non-Compete Agreement (Exhibit B), Schedule of State Agencies ~~and Agents for Service of Process~~ (Exhibit C), State Law Addendum (Exhibit D), Franchise Agreement (Exhibit E) and List of Franchisees as of December 31, ~~2020~~2021 (Exhibit F)

______________________ ____

Witness Signature of Prospect

____

Printed Name

____

Address

____

City, County, State ZIP

____

Date

(Please sign and date this page and retain it for your records)

23. RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Nationwide Lifts, 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 state law requires a franchisor to provide the 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.

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The Franchisor's registered agent in the state of New York is Andrew Darnley. The Franchisor may receive service of process at 10B Holden Avenue Queensbury, New York 12804. Andy Darnley, at 10B Holden Avenue Queensbury New York 12804, (518) 798-0871 serves as our primary franchise seller. In addition, James H. Deitz and Andover Franchising, Inc., 300 Center Drive, #G171 Louisville, CO 00027, Phone 800 220-8256 serve as franchise brokers in the sale of some of Nationwide Lifts's franchises.

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_____________________ Witness

____ Signature of Prospect

____ Printed Name

____ Address

____ City, County, State ZIP

____ Date

(Please sign and date this page and return it to NATIONWIDE LIFTS, INC.)